

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

**August 13, 2012**

**PLEDGE OF ALLEGIANCE**

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

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

**NOTICE**

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

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**COMMUNICATIONS TO THE BOARD**

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

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

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

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**PRESENTATION**

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3.    **WATEREUSE AWARD TO CREAN LUTHERAN HIGH SCHOOL**

Staff will recognize Crean Lutheran High School as the recipient of the WaterReuse award for "Recycled Water Customer of the Year".

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**CONSENT CALENDAR**

**Next Resolution No. 2012-35**

**Items 4-16**

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4.    **MINUTES OF BOARD MEETING**

Recommendation: That the minutes of the July 23, 2012 Regular Board Meeting be approved as presented.

**CONSENT CALENDAR – Continued**

**Items 4-16**

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

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

6. RATIFICATION OF AUGUST 2, 2012 MEMORANDUM RELATIVE TO THE BOARD, COMMITTEES AND OTHER ASSIGNMENTS, AND ADOPTION OF A RESOLUTION REVISING ASSIGNMENT OF DIRECTORS TO COMMITTEES OF THE BOARD

Recommendation: That the Board ratify the Memorandum dated August 1, 2012 entitled Officers of the Board, Committees and Other Assignments, accept the resignation of Ms. Debby Cherney as Assistant Treasurer of the District, and adopt a resolution rescinding Resolution No. 2012-2 and revising the assignment of Directors to Committees of the Board

Reso. No. 2012-

7. NATIONAL WATER RESEARCH INSTITUTE AMENDMENTS TO JOINT POWERS AGREEMENT

Recommendation: That the Board authorize the President to execute Amendment Nos. 4, 5, 8, 9, 10 and 11 to the National Water Research Institute's Joint Powers Agreement.

8. 2012 STATE LEGISLATIVE UPDATE

Recommendation: Receive and file.

9. SAND CANYON OFFICE DEVELOPMENT PROJECT – PHASE I CHANGE ORDER, CONSULTANT VARIANCE AND FINAL ACCEPTANCE

Recommendation: That the Board approve Contract Change Order No. 8 with KPRS Construction, Inc. in the net amount of \$60,333.14 (project #1284); approve a final consulting variance for Newport Real Estate Services in the amount of \$26,515.00; authorize the General Manager to file a Notice of Completion; and authorize payment of the retention 35 days after the date of recording the Notice of Completion.

10. QUITCLAIM OF REAL PROPERTY – SHEA/BAKER RANCH ASSOCIATES LLC

Recommendation: That the Board adopt a resolution approving execution of the Quitclaim Deed to Shea/Baker Ranch Associates LLC.

Reso. No. 2012-

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**CONSENT CALENDAR – Continued**

**Items 4-16**

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11. GREAT PARK DEVELOPMENT REIMBURSEMENT AGREEMENT WITH HERITAGE FIELDS EL TORO, LLC

Recommendation: That the Board authorize the General Manager to execute a Reimbursement Agreement with Heritage Fields El Toro, LLC for the construction of capital facilities for Planning Areas 30 and 51 (Great Park Development).

12. METER AND VALVE VAULT LID REPLACEMENT PROJECT, PHASE 1 FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Meter and Valve Vault Lid Replacement project, Phase 1, projects 11358 (1800) and 31358 (1065); authorize filing of a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

13. GENERATOR INTERCONNECTION AGREEMENT AND SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE WITH SOUTHERN CALIFORNIA EDISON FOR OC-39 HYDROELECTRIC GENERATING FACILITY

Recommendation: That the Board authorize the General Manager to execute the Generator Interconnection Agreement and Service Agreement for Wholesale Distribution Service with Southern California Edison for the existing OC-39 Hydroelectric Generating Facility.

14. APPROVAL OF IRWD'S SHARE OF SOCWA'S FISCAL YEAR 2012-13 BUDGET

Recommendation: That the Board approve IRWD's share of SOCWA's Fiscal Year 2012-13 budget in the amount of \$342,200.

15. FISCAL YEAR 2012-13 IRVINE LAKE OPERATIONS, MAINTENANCE AND CAPITAL BUDGET

Recommendation: That the Board approve the proposed Fiscal Year 2012-13 Irvine Lake Operations, Maintenance and Capital Budget of \$287,300, including \$215,475 for IRWD's proportionate share of the costs and \$71,825 for Serrano Water District's proportionate share of the costs.

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**CONSENT CALENDAR - Continued**

**Items 4-16**

16. MEMORANDUM OF UNDERSTANDING BETWEEN IRWD AND ICDC FOR THE BEE CANYON PUMP STATION RELOCATION

Recommendation: That the Board authorize the General Manager to execute the Memorandum of Understanding regarding construction of the new Bee Canyon Pump Station and the subsequent dismantling and quitclaiming of the existing Bee Canyon Pump Station site and pipeline easement to Irvine Community Development Company LLC.

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**ACTION CALENDAR**

17. RATIFICATION OF QUITCLAIM OF REAL PROPERTY – IRVINE COMMUNITY DEVELOPMENT COMPANY LLC

Recommendation: That the Board ratify and readopt Resolution No. 2012-33 approving Execution of the Quitclaim Deed to Irvine Community Development Company LLC.

Reso. No. 2012-33

18. PERSONNEL POLICY NO. 36 – PERFORMANCE RECOGNITION PROGRAM

Recommendation: That the Board affirm Personnel Policy No. 36 – Performance Recognition Program as adopted by the Board on March 9, 2009.

19. MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION AND FLOOD PROTECTION IMPROVEMENTS CONTRACT CHANGE ORDER NO. 75

Recommendation: That the Board approve Contract Change Order No. 75 with J. R. Filanc Construction Company in the amount of \$473,570.14 to demolish the Michelson Pump Station No. 1 Building and associated work for the Michelson Water Recycling Plant Phase 2 Expansion, projects 20124 (1599) and 30214 (1706).

20. MODJESKA CANYON ROAD DOMESTIC WATER PIPELINE RELOCATION EXPENDITURE AUTHORIZATION AND CONSTRUCTION AWARD

Recommendation: That the Board approve an Expenditure Authorization in the amount of \$258,500 and authorize the General Manager to execute a contract with GCI Construction, Inc. in the amount of \$196,903 for the Modjeska Canyon Road Domestic Water Pipeline Relocation, project 11574 (1245).

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**ACTION CALENDAR - Continued**

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21. WELLS 21 AND 22 DESALTER PROJECT PIPELINES CONTRACT  
CHANGE ORDER NO. 13 AND GEOTECHNICAL SERVICES CONTRACT  
VARIANCE NO. 3

Recommendation: That the Board approve an Expenditure Authorization in the amount of \$336,600; approve Contract Change Order No. 13 in the amount of \$324,053.17 to Flatiron West, Inc.; and authorize the General Manager to execute Variance No. 3 in the amount of \$23,235 with Ninyo & Moore for geotechnical services during construction of the Wells 21 and 22 Desalter Project Pipelines, project 10286 (1081).

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**OTHER BUSINESS**

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

22. A. General Manager's Report

B. Directors' Comments

C. **CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATORS - Government Code Section 54957.6**

Agency Designated Representatives: Paul Cook and Janet Wells

Employee Organization: Irvine Ranch Water District Employees Association

D. Adjourn

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

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

August 13, 2012  
Prepared and  
Submitted by: L. Bonkowski  
Approved by: P. Cook

*LB*  
*PCZ*

CONSENT CALENDAR

MINUTES OF REGULAR BOARD MEETING

SUMMARY:

Provided are the minutes of the July 23, 2012 Regular Board meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE JULY 23, 2012 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – Minutes of the July 23, 2012 Regular Board Meeting

## EXHIBIT "A"

### MINUTES OF REGULAR MEETING – JULY 23, 2012

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by President Matheis on July 23, 2012 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

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

Directors Absent: None.

Also Present: General Manager Cook, Executive Director of Finance Cherney, Assistant Director of Finance/Treasurer Rob Jacobson, Executive Director of Operations Pedersen, Executive Director of Engineering Burton, Executive Director of Engineering Heiertz, Director of Human Resources Wells, Secretary Bonkowski, Legal Counsel Arneson, Director of Public Affairs Beeman, Mr. Jim Reed, Mr. Bruce Newell, Ms. Kirsten McLaughlin, members of Irvine's Boy Scout Troop 622 and other members of the public and staff.

WRITTEN COMMUNICATION: None.

#### ORAL COMMUNICATION:

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

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

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

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

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

#### ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Director Swan said that an item of urgency came to the attention of the Board after the agenda had been posted relative to a real estate transaction in Stockdale West relative to a potential water banking opportunity. On MOTION by Swan, seconded and unanimously carried, IT WAS DETERMINED THAT THERE WAS A NEED TO TAKE IMMEDIATE ACTION TO HOLD A CLOSED SESSION TO CONFER WITH THE REAL PROPERTY NEGOTIATOR, PAUL COOK, RELATIVE TO PRICE AND TERMS WITH BOLTHOUSE FARMS FOR PROPERTY LOCATED ON STOCKDALE WEST HIGHWAY BETWEEN ENOS LANE AND ALLENS ROAD, AND A CLOSED SESSION ITEM WAS ADDED TO THE AGENDA (See page 7).

#### PUBLIC HEARING

#### SEWER TAXES IN THE NEWPORT NORTH SERVICE AREA

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

Mr. Cook said that by adoption of Resolution No. 1987-45, the Board of Directors elected to have sewer charges for certain parcels of land located in the Newport North area collected on the tax roll together with the District's general taxes. That resolution directs the filing of a report containing a description of such parcels and the corresponding charges for each fiscal year. Pursuant to the requirements of the Health and Safety Code of the State of California, a public hearing on the report is required.

President Matheis said this was the time and place for a hearing on the sewer taxes in the Newport North area, and declared the hearing open. She asked the Secretary how the hearing was noticed.

Secretary Bonkowski reported that the report was filed with her on July 3, 2012 and the notice of the filing of the report and the time and place of this hearing was published in the Orange Coast Daily Pilot on July 7 and July 14, 2012. She said that a notice was also posted in the District office on July 5, 2012.

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

President Matheis requested Legal Counsel Arneson to describe the nature of the proceedings.

Legal Counsel Arneson described the nature of the proceedings, saying that the purpose of the hearing was to provide an opportunity for all persons interested or the owner of any parcel within the area to present objections or protests to the report.

President Matheis asked Secretary Bonkowski whether she had received any written communications concerning this matter, and she stated that she had not. President Matheis asked if there was anyone present who wished to address the Board concerning the report and the proposed collection of sewer charges on the tax roll. There was no one present who wished to be heard. She then inquired if there were any comments or questions from members of the Board of Directors. Director Swan described the public hearing process to the Boy Scouts in the audience who were in the process of earning a merit badge. There were no other comments from the Board.

On MOTION by Swan, seconded and unanimously carried, THE HEARING WAS CLOSED, AND RESOLUTION NO. 2012-34 WAS ADOPTED BY TITLE AS FOLLOWS:

RESOLUTION NO. 2012-34

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

CONSENT CALENDAR

On MOTION by Swan, seconded and unanimously carried, CONSENT CALENDAR ITEMS 4 THROUGH 11 WERE APPROVED AS FOLLOWS:

4. MINUTES OF REGULAR BOARD MEETING

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

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

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

CONSENT CALENDAR (Continued)

6. JUNE 2012 FINANCIAL REPORTS

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

7. DISTRICT STRATEGIC MEASURES DASHBOARD

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

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

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

9. EXTERIOR RESERVOIR LADDER IMPROVEMENTS FINAL ACCEPTANCE

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

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

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

CONSENT CALENDAR (Continued)

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

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

ACTION CALENDAR

AUTHORIZATION TO EXECUTE PROPOSITION 84 GRANT FUNDING CONTRACT

Water Resources Planner Welch reported that in July 2010, staff submitted a project proposal for its Wells 21 and 22 Desalter Project under the Santa Ana Watershed Project Authority's (SAWPA) One Water, One Watershed (OWOW) for funding under Proposition 84, Chapter 2 through the California Department of Water Resources (DWR). In October 2010, the SAWPA Commission approved a list of recommended projects for its overall DWR application under Proposition 84 and the Wells 21 and 22 Desalter Project was included in the recommended list. On

December 13, 2010, the Board adopted by resolution SAWPA's OWOW Plan as a condition of receiving grant funding. On August 19, 2011, SAWPA notified IRWD that the DWR awarded funding to SAWPA's overall grant application in the amount of \$12,667,000, including funding for the Wells 21 and 22 Project in the amount of \$1,000,000. Ms. Welch said that staff has received a copy of the executed agreement between DWR and SAWPA, the grantee, and a second agreement to be executed between SAWPA and IRWD, as the sub-grantee.

Following discussion relative to the schedule, on MOTION by Swan, seconded and unanimously carried, **THE GENERAL MANAGER WAS AUTHORIZED AND DIRECTED TO EXECUTE THE PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT FUNDING CONTRACT BETWEEN THE SANTA ANA WATERSHED PROJECT AUTHORITY AND IRVINE RANCH WATER DISTRICT IN THE FORM PRESENTED TO THIS MEETING WITH NONSUBSTANTIVE CHANGES AS THE GENERAL MANAGER AND LEGAL COUNSEL MAY APPROVE.**

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

General Manager Cook reported that the original production capability of OPA-3 was 1,900 gallons per minute (gpm), but in recent years after rehabilitation, the well production has been reduced to approximately 900 gpm. Due to deterioration of the casing and declining well capacity from sand production and clogging of the perforations, OPA-3 was taken offline in early 2011. Mr. Cook said that the OPA-1 replacement well is anticipated to produce up to 4,000 gpm, but until local demands increase, it will be equipped with a 2,000 gpm pump.

Executive Director of Engineering Burton reported that the project was advertised to four select drilling contractors including Bakersfield Well & Pump, Boart Longyear, Best Drilling and

Pump, and Layne Christensen Company. The bid opening was held with two bids received. Best Drilling and Pump submitted the apparent low bid of \$1,465,170. The engineer's estimate was \$1,483,250. He said that Boart Longyear and Layne Christensen Company declined to submit bids due to ongoing commitments on other projects that would have precluded them from completing this project on time.

Mr. Burton said that proposals for construction phase services during the construction of OPA-1 were received from Geoscience, Richard C. Slade & Associates, and Wildermuth Environmental. The proposal from Richard C. Slade & Associates was the least cost proposal, but their proposal underestimates staff's expectation for the level of effort needed to provide adequate oversight of the well construction activities. Both Geoscience and Wildermuth Environmental proposed a level of effort that more closely matched staff's expectations and the specific requirements of the well construction specifications. He said that after a review of the proposals, staff recommends that Geoscience be selected for the project. Geoscience has worked on other wells in the IRWD service area, prepared the well design specifications for OPA-1, and has a thorough understanding of the ground water system in the area. Geoscience's scope of work and fee proposal, in the amount of \$138,745, for construction phase services. Geoscience will provide construction inspection services, the final well design, preparation of a well construction summary report, and other construction phase services that ensure the well is constructed in full conformance with the specifications.

On MOTION by LaMar, seconded and unanimously carried, THE BOARD APPROVED AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$1,872,200; AUTHORIZED THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH BEST DRILLING AND PUMP IN THE AMOUNT OF \$1,465,170; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$138,745 WITH GEOSCIENCE FOR CONSTRUCTION PHASE SERVICES FOR THE CONSTRUCTION OF ORANGE PARK ACRES WELL NO. 1, PROJECT 11405 (1250).

#### GENERAL MANAGER'S REPORT

General Manager Cook reported on his attendance at a WateReuse Association meeting which included the WateReuse Foundation. He said that they discussed a proposal to solicit funding research for direct and indirect potable reuse, and if ready, it will be agendaized for discussion at the next Strategic Planning Workshop.

Mr. Cook said that staff has prepared a draft response to the 2011-12 Orange County Grand Jury report entitled "Let There be Light" Dragging Special Districts from the Shadows which will be mailed this week, and to let him know if a Board member is interested in receiving a copy.

Mr. Cook reported that Executive Director of Finance Cherney is leaving the District for a position at Eastern Municipal Water District. Mr. Cook, along with the Board, recognized Ms. Cherney for her contributions to the District.

#### DIRECTORS' COMMENTS

Director LaMar reported on his attendance at OCBC's Infrastructure Committee where it was noted that the Orange County Great Park is working with the District relative to storm water.

General Manager Cook noted that he and staff have a meeting scheduled with them in early August, and will provide an update to the Board on this topic. Mr. LaMar noted he attended the monthly WACO meeting and that he and Director Matheis attended a briefing with Representative Kevin McCarthy last week, and requested that staff schedule a meeting with Mr. McCarthy during the next visit to Washington, DC.

Director Reinhart reported on his attendance with staff on the meeting held with MWDOC's Director Osborne relative to an overview of IRWD.

Director Swan reported that he attended a meeting on water reliability with the OWOW group, a WACO monthly meeting, a WACO Planning Meeting, and an OCWA lunch meeting. He also said he had a lunch meeting with MWD's CFO last Friday.

### CLOSED SESSION

Director Matheis reported that the following Closed Sessions will be held this evening:

- (1) CONFERENCE WITH LABOR NEGOTIATORS  
Agency Designated Representatives: Paul Cook and Janet Wells  
Employee Organization: Irvine Ranch Water District Employees Association,
- (2) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code §54957) Title: Executive Director of Finance
- (3) CONFERENCE WITH REAL PROPERTY NEGOTIATOR:  
Negotiator: Paul Cook  
Negotiating Party: Bolthouse Farms  
Subject to Negotiation: Price and Terms  
Location: Stockdale West Highway between Enos Lane and Allens Road

### OPEN SESSION

Following the Closed Session, the meeting was reconvened with Directors Swan, LaMar, Withers, Matheis and Reinhart present. No action was reported.

### ADJOURNMENT

President Matheis adjourned the meeting.

Approved and signed this 13<sup>TH</sup> day of August, 2012.

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President, IRVINE RANCH WATER DISTRICT

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Secretary, IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

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Legal Counsel - Bowie, Arneson, Wiles and Giannone

August 13, 2012

Prepared and

Submitted by: N. Savedra 

Approved by: P. Cook 

## CONSENT CALENDAR

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

#### SUMMARY:

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

#### Events/Meetings

##### Steven LaMar

7/27/12 Southern California Water Committee Quarterly Meeting  
8/22-24/12 Urban Water Institute's Annual Conference, San Diego, CA

##### Mary Aileen Matheis

7/27/12 Southern California Water Committee Quarterly Meeting  
8/01/12 Meeting with General Manager Bob Hill of El Toro Water District

##### Douglas Reinhart

7/24/12 Meeting with South County Agencies at Moulten Niguel Water District  
8/01/12 Meeting with General Manager Bob Hill of El Toro Water District

##### Peer Swan

7/12/12 OWOW Water Reliability Pillar Meeting  
7/26-27/12 ACWA Board of Directors' Meeting, Sacramento, CA  
8/8-11/12 CASA Annual Conference, Monterey, CA

#### 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

August 13, 2012  
Submitted by: L. Bonkowski  
Approved by: Paul Cook



## CONSENT CALENDAR

### RATIFICATION OF AUGUST 2, 2012 MEMORANDUM RELATIVE TO THE BOARD, COMMITTEES AND OTHER ASSIGNMENTS, AND ADOPTION OF A RESOLUTION REVISING ASSIGNMENT OF DIRECTORS TO COMMITTEES OF THE BOARD

#### SUMMARY:

As a result of changes implemented by President Matheis on the Memorandum Relative to the Officers of the Board, Committees and Other Assignments, it is necessary that the Board:

- Ratify the August 1, 2012 Memorandum Relative to Board, Committees and Other Assignments to: 1) assign a Director and an Alternate Director to the Association of California Water Agency's (ACWA) Joint Powers Insurance Authority Board of Directors; 2) establish a Water Banking standing committee and eliminate the Water Banking Ad Hoc Committee; and 3) accept a letter of resignation dated August 1, 2012 from Ms. Debby Cherney as Assistant Treasurer of the District; and
- Adopt a resolution rescinding the previous resolution and revise the assignment of Directors to Committees of the Board.

#### BACKGROUND:

Directors serve on standing and established ad hoc committees and represent the District in various other assignments. It is necessary to revise the Memorandum relative to Officers of the Board, Committee and other Assignment dated January 9, 2012 (as provided as Exhibit "A") as follows: 1) Change the Water Banking Ad Hoc Committee to a Water Banking standing committee with continued representation by Director Swan as Chairman and Director Matheis as Committee Member; 2) Due to the transition of ACWA Health Benefits Authority to ACWA/Joint Powers Insurance Authority, staff has received notification from ACWA/JPIA (as provided in Exhibit "B") that the District shall appoint a member Director and an Alternate Director to its Board, which meets twice a year. President Matheis has appointed Director Swan as Director and herself as Alternate Director; and 3) As a result of the resignation of Executive Director of Finance Cherney from the District, accept her letter of resignation as Assistant Treasurer of the District (as provided in Exhibit "C").

Staff has also prepared a resolution rescinding Resolution No. 2012-2 and revising the assignment of Directors to Committees of the Board reflecting the addition of Water Banking as a Standing Committee (as provided in Exhibit "D").

#### FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was not submitted for Committee review.

RECOMMENDATION:

THAT THE BOARD RATIFY THE MEMORANDUM DATED AUGUST 1, 2012 ENTITLED OFFICERS OF THE BOARD, COMMITTEES AND OTHER ASSIGNMENTS, ACCEPT THE RESIGNATION OF MS. DEBBY CHERNEY AS ASSISTANT TREASURER OF THE DISTRICT, AND ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2012-

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT, RESCINDING  
RESOLUTION NO. 2012-2 AND REVISING THE  
ASSIGNMENT OF DIRECTORS TO COMMITTEES  
OF THE BOARD

LIST OF EXHIBITS:

- Exhibit "A" – Memorandum from President Matheis dated August 1, 2012 entitled Officers of the Board, Committees and Other Assignments
- Exhibit "B" – Letter dated July 13, 2012 from ACWA JPIA
- Exhibit "C" – Resignation Letter dated August 1, 2012 from Ms. Debby Cherney
- Exhibit "D" – Resolution Revising the Assignment of Directors to Committees of the Board

## MEMORANDUM

DATE: August 1, 2012 (revisions shown in **bold**)

TO: Board of Directors

FROM: Mary Aileen Matheis, President 

SUBJECT: MEMORANDUM RELATIVE TO OFFICERS OF THE BOARD, COMMITTEES,  
AND OTHER ASSIGNMENTS

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District Board of Directors:

- President Mary Aileen Matheis
- Vice President John Withers
- Directors Peer Swan, Steve LaMar, and Doug Reinhart

Other Officers of the District:

- District Treasurer Rob Jacobson
- Assistant District Treasurers ~~Debby Cherney~~, Tanja Fournier
- District Secretary Leslie Bonkowski
- Assistant District Secretaries Nancy Savedra, Joan Arneson

Standing Committees\*:

- Asset Management Withers, Swan (Alt. LaMar)
- Finance and Personnel Swan, LaMar (Alt. Matheis)
- Engineering and Operations Reinhart, Withers (Alt. Swan)
- Water Resources Policy and Communications LaMar, Reinhart (Alt. Matheis)
- **Water Banking** **Swan, Matheis (Alt. LaMar)**

Ad Hoc Committees\*:

- Bay Delta LaMar, Swan
- City of Newport Beach Swan, Matheis
- City of Irvine/Great Park Matheis, LaMar
- City of Lake Forest Matheis, Reinhart
- City of Orange/OPA Reinhart, Withers
- City of Tustin Matheis, LaMar
- MWDOC Reinhart, LaMar
- Orange County Water District Swan, Reinhart
- OCWD/MWDOC Joint Planning Reinhart, Swan
- San Joaquin Marsh Swan, Matheis
- Serrano Water District Swan, Reinhart
- Technology Swan, Reinhart
- ~~Water Banking~~ Swan, Matheis

\* Committee chair name shown first

Agencies Representation:

- Municipal Water District of Orange County Reinhart (Representative), LaMar (Alternate)
- Orange County Sanitation District (OCSD) Withers (Director), Reinhart (Alternate)
- Orange County Water District (OCWD) Swan (Representative), Reinhart (Alternate)
- So OC Wastewater Authority (SOCWA)\*\*\* Reinhart (Director), Cook (Alternate)
- Santiago Aqueduct Commission (SAC)\*\*\* Reed\*\* (Director), Reinhart and Cook (Alternates)

Organizations Representation:

- **ACWA/Joint Powers Insurance Authority** **Swan (Representative), Matheis (Alternate)**
- CA Association of San. Agencies (CASA) Swan (Representative), Withers (Alternate)
- CA Special Districts Association (CSDA) Matheis (Representative)  
Education Committee
- El Toro Restoration Advisory Board Matheis (Representative)
- Independent Special Districts of OC (ISDOC) Matheis (Representative), Withers (Alternate)
- Irvine Chamber of Commerce Matheis (Representative), LaMar (Alternate)
- National Water Research Institute (NWRI) Withers (Representative), LaMar (Alternate)
- Nature Reserve of Orange County (NROC) LaMar (Representative), Cook (Alternate)
- Newport Bay Watershed Executive Comm. Swan (Representative), Cook (Alternate)
- Newport Chamber of Commerce Swan (Representative), Matheis (Alternate)
- Orange County Business Council (OCBC) LaMar (Representative), Withers (Alternate)
- Orange County Council of Governments Matheis (Representative), LaMar (Alternate)
- South County Chamber of Commerce Reed\*\* (Representative), Reinhart (Alternate.)
- South Orange County Watershed Management Area Executive Committee Matheis (Representative), LaMar (Alternate)
- Southern California Water Dialogue Group Swan (Representative), Cook (Alternate)
- So. California Water Committee (SCWC) LaMar (Representative), Matheis (Alternate)
- Urban Water Institute (UWI) Matheis (Representative), Swan (Alternate)
- WateReuse Association Reinhart (Representative), Cook (Alternate)
- Water Advisory Committee of OC (WACO) All Board Members
- Water Education Foundation (WEF) Matheis (Representative)

Internal Organizations:

- Bardeen Partners, Inc. Withers, President  
Swan, Vice President  
LaMar, Matheis and Reinhart, Members  
Jacobson, Treasurer  
Vacant, Assistant Treasurer  
L. Bonkowski, Secretary
- IRWD Improvement Corporation Withers, President  
Matheis, Vice President  
LaMar, Reinhart, Swan, Members  
Jacobson, Treasurer  
L. Bonkowski, Secretary

\*\* Appointed representative

\*\*\* Notify agency of any change(s)

Internal Organizations (continued):

- Joint Powers Agency Commission  
Swan, Chairman  
Matheis, Vice Chairman  
LaMar, Reinhart and Withers, Members  
Jacobson, Treasurer  
Fournier, Assistant Treasurer  
L. Bonkowski, Secretary
- Joint Powers Agency Finance Committee  
Swan and LaMar (Alt. Matheis)
- IRWD Water Service Corporation  
Matheis, President  
LaMar, Vice President  
Swan, Reinhart and Withers, Members  
Jacobson, Treasurer  
L. Bonkowski, Secretary

Supported Organizations:

- San Joaquin Wildlife Sanctuary, Inc.  
Swan, President  
Matheis, Director  
L. Bonkowski, Treasurer  
L. Bonkowski, Director and Secretary
- Shadetree Partnership, Inc.  
Matheis, President  
T. Bonkowski, Treasurer  
L. Bonkowski, Director and Secretary  
Cook, Director

Organization/Committee Staff Representation and Support:

- Association of CA Water Agencies (ACWA) Cook, Beeman, McLaughlin
- California Association of Sanitation Agencies (CASA) Posey, Pedersen
- California Municipal Utilities Assoc. (CMUA) Cook, McLaughlin
- California Special Districts Assoc. (CSDA) Beeman, McLaughlin
- American Water Works Assoc. (AWWA) Cook, Heiertz
- California Water Environmental Assoc. (CWEA) Posey, Pedersen
- Dyer Road Well Field Cook (Representative), Heiertz (Alternate)
- Newport Bay Watershed Mgmt. Comm. Tettermer (Representative), Cook (Alternate)
- South Orange County Watershed Mgmt Area Executive Committee Tettermer
- WaterReuse California Cook, Tettermer and McLaughlin
- National Water Research Institute (NWRI) Pedersen

## EXHIBIT "B"



To: General Managers  
From: Walter "Andy" Sells, Chief Executive Officer  
Date: July 13, 2012  
Subject: Welcome to the JPIA

### JOINT POWERS INSURANCE AUTHORITY

P. O. Box 619082  
Roseville, CA 95661-9082

phone  
916.786.5742  
800.231.5742

direct line  
916.774.7050  
800.535.7899

fax  
916.774.7040

[www.acwajpia.com](http://www.acwajpia.com)

**President**  
E.G. "Jerry" Gladbach

**Vice President**  
Tom Cuquet

**Chief Executive Officer**  
Walter "Andy" Sells

**Executive Committee**  
John A. Coleman  
Tom Cuquet  
Joseph Dion  
E.G. "Jerry" Gladbach  
David T. Hodgins  
W.D. "Bill" Knutson  
Melody A. McDonald  
Charles W. Muse  
Lou Reinkens

On July 1, 2012, the ACWA Health Benefits Authority transitioned its Employee Benefits programs to the JPIA. The programs and coverages you enjoyed through the HBA are still the same now that they are part of the JPIA. You are also now members of the JPIA. The JPIA was formed in 1979 as a means to consistently and cost effectively providing the broadest possible insurance coverages to its member agencies.

While Members of the JPIA may participate in one, two, three, or all four of its Programs, they all have the same thing in common. They all have a representative (JPIA Director) on the JPIA's Board of Directors.

Article 7 of the JPIA's Agreement addresses the JPIA's Board of Directors. In part, it states that the Authority (ACWA/JPIA) shall be governed by the Board of Directors which is composed of one representative from each Member, who shall be a **member director selected by the governing board of that Member**. Each Member, in addition to appointing its member of the Board, shall appoint at least one Alternate who shall be an officer, member of the governing board, or employee of that Member. The Directors and Alternates serve until a successor is appointed and at the pleasure of the Member by which he or she has been appointed. Each Director representing a Member, or his or her Alternate, shall have one vote.

The JPIA Board of Directors' meetings are held twice a year, during the spring and fall ACWA Conferences. While the Directors and/or their Alternates are encouraged to attend these Board meetings, the JPIA understands that it is not always possible. Expenses, per diem, and fees incurred by the Directors and Alternates to attend the Board meetings and the ACWA conferences are the responsibility of their respective districts.

**At your earliest convenience, please complete and return the attached form with the Director's and Alternate's names, titles, mailing addresses, and email addresses so that we may update our data base.**

The JPIA's Bylaws, Agreement, and Directors' Manual can be found on our website (an updated version of the manual will be available within the next few weeks). On the "Committees" tab, select "Board of Directors"

B-1

from the drop down menu. On that page, you will find resource information for the Board of Directors ([www.acwajpia.com/CmBOD.aspx](http://www.acwajpia.com/CmBOD.aspx)).

Within 30 days of being appointed, the JPIA Directors must file the Fair Political Practices Commission (FPPC) Statement of Economic Interest Assuming Office Statement and send the original signed form to the JPIA. The Alternates are not required to complete the form. The form and other Statement of Economic Interest resources can also be found on the Board of Directors web page. For questions about filing this form, contact Michelle Stites at the JPIA at (800) 535-7899, ext. 3153.

If you have any questions, please feel free to send an email to Michelle Stites at [mstites@acwajpia.com](mailto:mstites@acwajpia.com) or give her a call at the number listed above.

# JPIA Board of Directors - Member/Alternate

An excerpt from the JPIA Agreement:

## "Article 7 - Board of Directors"

- (a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member, who shall be a Member director selected by the governing board of that Member. Each Member, in addition to appointing its member of the Board, shall appoint at least one alternate who shall be an officer, member of the governing board, or employee of that Member. The alternate appointed by a Member shall have the authority to attend and participate in any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.
- (b) Each Director or alternate of the Board shall serve until a successor is appointed. Each Director or alternate shall serve at the pleasure of the Member by which he or she has been appointed.
- (c) Each Director representing a Member, or his or her alternate, shall have one vote.

Please have you agency's Board of Directors designate a JPIA Director Representative and Alternate Representative.

Member Agency: \_\_\_\_\_

**JPIA Director Representative:** \_\_\_\_\_

Must be a member of the agency's board of directors.

Preferred mailing address: \_\_\_\_\_  
\_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_

**JPIA Alternate Representative:** \_\_\_\_\_

Preferred mailing address: \_\_\_\_\_  
\_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_

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Please mail form to: Attn: Michelle Stites, ACWA/JPIA, PO Box 619082, Roseville, CA 95661-9082



## EXHIBIT "C"

IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue • P.O. Box 57000 • Irvine, California 92619-7000 • (949) 453-5300 • www.irwd.com

August 1, 2012

President Matheis and Board of Directors  
Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618

Dear President Matheis and Board of Directors:

This letter is to tender my resignation as Assistant Treasurer due to my resignation from the District on August 3, 2012 to pursue a career at the Eastern Municipal Water District.

Sincerely,

A handwritten signature in black ink, appearing to read "Debby", with a long, sweeping flourish extending to the right.

Debby Cherney  
Executive Director of Finance

**EXHIBIT "D"**

**RESOLUTION NO. 2012 -**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT, RESCINDING  
RESOLUTION NO. 2012-2 AND REVISING THE ASSIGNMENT  
OF DIRECTORS TO COMMITTEES OF THE BOARD**

WHEREAS, by adoption of Resolution No. 2012-2 on January 9, 2012, the Board of Directors of Irvine Ranch Water District appointed members of the Board of Directors to serve on Committees of the Board; and

WHEREAS, it is the desire of the Board of Directors to revise the assignment of Directors to Board Committees. Additionally, the President has the authority to appoint an additional alternate as appropriate to Committees in the absence of the members and alternate.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Irvine Ranch Water District as follows:

Section 1. That Resolution No. 2012-2 be and hereby is rescinded.

Section 2. That the following Committee assignments\* are hereby made:

- |   |                                |
|---|--------------------------------|
| • Asset Management                          | Withers, Swan (Alt. LaMar)     |
| • Finance and Personnel                     | Swan, LaMar (Alt. Matheis)     |
| • Engineering and Operations                | Reinhart, Withers (Alt. Swan)  |
| • Water Resources Policy and Communications | LaMar, Reinhart (Alt. Matheis) |
| • Water Banking                             | Swan, Matheis (Alt. LaMar)     |

\* Committee Chair name shown first

ADOPTED, SIGNED and APPROVED this 13th day of August, 2012.

---

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

---

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

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

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August 13, 2012

Prepared and

Submitted by: L. Bonkowski

Approved by: Paul Cook

SB

*[Signature]*

## CONSENT CALENDAR

### NATIONAL WATER RESEARCH INSTITUTE AMENDMENTS TO JOINT POWERS AGREEMENT

#### SUMMARY:

Six amendments to the Joint Powers Agreement approved by the National Water Research Institute's (NWRI) Board of Directors have not received concurrent approval by its member agencies. These amendments were approved by the NWRI Directors in the time frame from April 2000 to July 2004. Four of these amendments accomplish the withdrawal of individual member agencies, one accommodates an additional member joining the Institute, and one appoints a Treasurer of the Institute. The District's legal counsel has reviewed these amendments. Staff recommends the Board authorize execution of Amendment Nos. 4, 5, 8, 9, 10, and 11.

#### BACKGROUND:

In 1991, the District became one of the founding members of the National Water Research Institute. In 1998, the Joint Powers Agreement was amended and restated. Since 1998, 11 amendments have been approved by the NWRI Board of Directors. Due to an oversight, six of these amendments (as provided in Exhibit "A") have not received approval by its member agencies, and now require execution. The District's legal counsel has reviewed these amendments. Each amendment accomplishes the following:

- Amendment No. 4 dated April 30, 2000 approved the withdrawal of the City of San Diego Metropolitan Wastewater Department as a member of the Institute.
- Amendment No. 5 dated October 19, 2000 approved a Treasurer of the Institute.
- Amendment No. 8 dated July 1, 2002 approved withdrawal of Municipal Water District of Orange County as a member of the Institute.
- Amendment No. 9 dated July 1, 2003 approved allowing the City of Los Angeles Department of Water and Power to become a new member of the Institute.
- Amendment No. 10 dated July 1, 2004 approved the withdrawal of the Metropolitan Water District of Southern California as a member of the Institute.
- Amendment No. 11 dated 2005 approved the withdrawal of the San Juan Basin Authority as a member of the Institute.

#### FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Policy and Communications Committee on August 2, 2012.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE PRESIDENT TO EXECUTE AMENDMENT NOS. 4, 5, 8, 9, 10 AND 11 TO THE NATIONAL WATER RESEARCH INSTITUTE'S JOINT POWERS AGREEMENT.

LIST OF EXHIBITS:

Exhibit "A" – NWRI Amendments Nos. 4, 5, 8, 9, 10, and 11 to the Joint Powers Agreement

**Amendment No. 4**  
to  
**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING THE**  
**NATIONAL WATER RESEARCH INSTITUTE**

THIS AMENDMENT NO.4 TO JOINT EXERCISE OF POWERS AGREEMENT (the "Amendment") is dated as of April 20, 2000, by and among the Orange County Sanitation District; the Irvine Water Ranch District; the Municipal Water District of Orange County; the Orange County Water District; the San Juan Basin Authority; The Metropolitan Water District of Southern California and the City of San Diego metropolitan Wastewater Department (collectively, the "Members").

**W I T N E S S E T H:**

**WHEREAS**, the Members are the original and current parties to the JOINT EXERCISE OF POWERS AGREEMENT CREATING THE NATIONAL WATER RESEARCH INSTITUTE, dated as of June 24, 1991, as amended and restated July 28, 1994, and as amended by Amendment No. 1 thereto dated as of July 1, 1998, Amendment No. 2 thereto dated as of July 1, 1998, and Amendment No.3 thereto dated as of July 1, 1998 (the "Agreement")(capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement); and

**WHEREAS**, the City of San Diego Metropolitan Wastewater Department has withdrawn as a member of the Institute, which withdrawal has been accepted by the Institute's Board of Directors as of April 20, 2000; and

**WHEREAS**, the Members desire to amend the Agreement to reflect such withdrawal.

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the Districts do hereby agree as follows:

**Section 1. Withdrawal of Member.** City of San Diego Metropolitan Wastewater Department is withdrawn as a party to the Agreement and member entity of the Institute, effective April 20, 2000, in accordance with Section 8.03 of the Agreement. "Districts" as defined in the Agreement hereafter excludes City of San Diego Metropolitan Wastewater Department.

**Section 2.** This Amendment may be signed in counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Members have caused this Amendment No. 4 to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Members.

Date: \_\_\_\_\_

**IRVINE RANCH WATER DISTRICT**

**APPROVED AS TO FORM**

\_\_\_\_\_  
President

\_\_\_\_\_  
General Counsel  
Irvine Ranch Water District

**ATTEST**

\_\_\_\_\_  
Secretary

(SEAL)

**Amendment No. 5**  
**to**  
**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING THE**  
**NATIONAL WATER RESEARCH INSITUTE**

THIS AMENDMENT NO. 5 TO JOINT EXERCISE OF POWERS AGREEMENT (the "Amendment") is dated as of October 19, 200, by and among the Orange County Sanitation District; the Irvine Ranch Water District; the Municipal Water District of Orange County; the Orange County Water District; the San Juan Basin Authority and The Metropolitan Water District of Southern California (collectively, the "Members").

**W I T N E S S E T H:**

**WHEREAS**, the Members are the original and current parties to the JOINT EXERCISE OF POWERS AGREEMENT CREATING THE NATIONAL WATER RESEARCH INSTITUTE, dated as of June 24, 1991, as amended and restated July 28, 1994, and as amended by Amendment No. 1 thereto dated as of July 1, 1998, Amendment No. 2 thereto dated as of July 1, 1998, Amendment No. 3 thereto dated as of July 1, 1998, and Amendment No. 4 thereto dated as of April 20, 2000 (the "Agreement")(capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement); and

**WHEREAS**, under Section 3.02 of the Agreement, the Finance Director of the Irvine Ranch Water District was designated as the Treasurer of the Institute; and

**WHEREAS**, the Members desire to amend the Agreement to change the designation of the Treasurer of the Institute.

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the Districts do hereby agree as follows:

**Section 1.** Section 3.02 of the Agreement is hereby amended to read as follows:

**"Section 3.02 Treasurer.** Pursuant to Section 6505.6 of the Act, the Treasurer of the Orange County Water District is hereby designated as the Treasurer of the Institute. The Treasurer shall be the depositary, shall have custody of all of the accounts, funds and money of the Institute from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Institute. As provided in Section 6505 and Section 6505.5 of the Act, the Treasurer shall make arrangements with a certified public accountant or firm of certified public accountants for the annual or biennial audit of accounts and records of the Institute."

**Section 2.** This Amendment may be signed in counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Members have caused this Amendment No. 5 to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Members.

Date: \_\_\_\_\_

**IRVINE RANCH WATER DISTRICT**

**APPROVED AS TO FORM**

\_\_\_\_\_  
President

\_\_\_\_\_  
General Counsel  
Irvine Ranch Water District

**ATTEST**

\_\_\_\_\_  
Secretary

(SEAL)

**Amendment No. 8**  
to  
**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING THE**  
**NATIONAL WATER RESEARCH INSTITUTE**

THIS AMENDMENT NO. 8 TO JOINT EXERCISE OF POWERS AGREEMENT (the "Amendment") is dated as of July 1, 2002, by and among the Orange County Sanitation District; the Irvine Ranch Water District; the Municipal Water District of Orange County; the Orange County Water District; the San Juan Basin Authority; The Metropolitan Water District of Southern California; The West Basin Municipal Water District and the Inland Empire Utilities Agency (collectively, the "Members").

**W I T N E S S E T H:**

**WHEREAS**, the Members are the current parties to the JOINT EXERCISE OF POWERS AGREEMENT CREATING THE NATIONAL WATER RESEARCH INSTITUTE, dated as of June 24, 1991, as amended and restated July 28, 1994, and as amended by Amendment No. 1 thereto dated as of July 1, 1998, Amendment No. 2 thereto dated as of July 1, 1998, Amendment No. 3 thereto dated as of July 1, 1998, Amendment No. 4 thereto dated as of April 20, 2000, Amendment No. 5 thereto dated as of October 19, 2000, Amendment No. 6 thereto dated as of July 1, 2001, and Amendment No. 7 thereto dated as of July 1, 2001 (the "Agreement")(capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement); and

**WHEREAS**, the Municipal Water District of Orange County has elected to withdraw as a member of the Institute, which withdrawal has been accepted by the Institute's Board of Directors on July 25, 2002; and

**WHEREAS**, the Members desire to amend the Agreement to reflect such withdrawal.

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the Districts do hereby agree as follows:

**Section 1. Withdrawal of Member.** The Municipal Water District of Orange County is withdrawn as a party to the Agreement and member entity of the Institute, effective July 1, 2002, in accordance with Section 8.03 of the Agreement. "Districts" as defined in the Agreement excludes the Municipal Water District of Orange County after said effective date.

**Section 2. Counterparts.** This Amendment may be signed in counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Members have caused this Amendment No. 8 to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Members.

Date: \_\_\_\_\_

**IRVINE RANCH WATER DISTRICT**

**APPROVED AS TO FORM**

\_\_\_\_\_  
President

\_\_\_\_\_  
General Counsel  
Irvine Ranch Water District

**ATTEST**

\_\_\_\_\_  
Secretary

(SEAL)

**Amendment No. 9**  
**to**  
**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING THE**  
**NATIONAL WATER RESEARCH INSTITUTE**

THIS AMENDMENT NO. 9 TO JOINT EXERCISE OF POWERS AGREEMENT (the "Amendment") is dated as of July 1, 2003, by and among the Orange County Sanitation District; the Irvine Ranch Water District; the Orange County Water District; the San Juan Basin Authority; The Metropolitan Water District of Southern California; The West Basin Municipal Water District and the Inland Empire Utilities Agency (collectively, the "Members") and the City of Los Angeles Department of Water and Power.

**W I T N E S S E T H:**

**WHEREAS**, the Existing Members are the current parties to the JOINT EXERCISE OF POWERS AGREEMENT CREATING THE NATIONAL WATER RESEARCH INSTITUTE, dated as of June 24, 1991, as amended and restated July 28, 1994, and as amended by Amendment No. 1 thereto dated as of July 1, 1998, Amendment No. 2 thereto dated as of July 1, 1998, Amendment No. 3 thereto dated as of July 1, 1998, Amendment No. 4 thereto dated as of April 20, 2000, Amendment No. 5 thereto dated as of October 19, 2000, Amendment No. 6 thereto dated as of July 1, 2001, Amendment No. 7 thereto dated as of July 1, 2001, and Amendment no. 8 thereto dated as of July 1, 2002 (the "Agreement")(capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement); and

**WHEREAS**, Section 8.02 of the Agreement provides that upon unanimous consent of the then existing members, additional parties may join in the agreement and become member entities of the Institute; and

**WHEREAS**, under Section 8.02, each additional party shall contribute a minimum of \$50,000.00 or such greater amount as may be set by resolution of the Board for access to the results of water research projects completed as of the date of the joinder, in addition to the annual contributions provided for by the Agreement, and shall be subject to such other terms and conditions of joinder as shall be set forth in an amendment to the Agreement signed by all members; and

**WHEREAS**, Section 2.03 provides that the Board of Directors shall increase by one member with each additional public agency which becomes a party to the Agreement, up to a maximum of fifteen (15) directors; and

**WHEREAS**, City of Los Angeles Department of Water and Power ("New Member") desires to become a party to the Agreement and a member of the Institute, and the Existing members, by unanimous consent, agree to have the New Member join in the Agreement and become a member of the Institute as recommended by the Institute's Board of Directors on April 24, 2003, and all parties have therefore approved this Amendment.

**NOW, THEREFORE,** in consideration of the above premises and of the mutual promises herein contained, the Districts do hereby agree as follows:

**Section 1. New Member.** The New Member is added as a party to the agreement and member entity of the Institute, effective as of July 1, 2003. "Districts" as defined in the Agreement hereafter includes the New Member. The New Member shall appoint a Director to serve on the Board of Directors of the Institute and an alternate, in accordance with Section 2.03 of the Agreement.

**Section 2. Contributions.** The New Member shall, concurrent with its execution hereof, contribute the amount of \$50,000.00 toward the water research projects completed by the Institute as of the date hereof. Such initial contribution shall be in addition to the annual contribution provided for in Section 6.01 of the Agreement.

**Section 3. Counterparts.** This Amendment may be signed in counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Members have caused this Amendment No. 9 to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Members.

Date: \_\_\_\_\_

**IRVINE RANCH WATER DISTRICT**

**APPROVED AS TO FORM**

\_\_\_\_\_  
President

\_\_\_\_\_  
General Counsel  
Irvine Ranch Water District

**ATTEST**

\_\_\_\_\_  
Secretary

(SEAL)

**Amendment No. 10**  
**to**  
**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING THE**  
**NATIONAL WATER RESEARCH INSTITUTE**

THIS AMENDMENT NO. 10 TO JOINT EXERCISE OF POWERS AGREEMENT (the "Amendment") is dated as of July 1, 2004, by and among the Orange County Sanitation District; the Irvine Ranch Water District; the Orange County Water District; the San Juan Basin Authority; The Metropolitan Water District of Southern California; The West Basin Municipal Water District; the Inland Empire Utilities Agency and the City of Los Angeles Department of Water and Power (collectively, the "Members").

**W I T N E S S E T H:**

**WHEREAS**, the Members are the current parties to the JOINT EXERCISE OF POWERS AGREEMENT CREATING THE NATIONAL WATER RESEARCH INSTITUTE, dated as of June 24, 1991, as amended and restated July 28, 1994, and as amended by Amendment No. 1 thereto dated as of July 1, 1998, Amendment No. 2 thereto dated as of July 1, 1998, Amendment No. 3 thereto dated as of July 1, 1998, Amendment No. 4 thereto dated as of April 20, 2000, Amendment No. 5 thereto dated as of October 19, 2000, Amendment No. 6 thereto dated as of July 1, 2001, Amendment No. 7 thereto dated as of July 1, 2001, Amendment no. 8 thereto dated as of July 1, 2002, and Amendment No. 9 thereto dated as of July 1, 2003, (the "Agreement")(capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement); and

**WHEREAS**, The Metropolitan Water District of Southern California has elected to withdraw as a member of the Institute, which withdrawal has been accepted by the Institute's Board of Directors as of July 22, 2004; and

**WHEREAS**, the Members desire to amend the Agreement to reflect such withdrawal.

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the Districts do hereby agree as follows:

**Section 1. Withdrawal of Member.** The Metropolitan Water District of Southern California is withdrawn as a party to the Agreement and member entity of the Institute, effective July 1, 2004, in accordance with Section 8.03 of the Agreement. "Districts" as defined in the Agreement excludes The Metropolitan Water District of Southern California after said effective date.

**Section 2. Counterparts.** This Amendment may be signed in counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Members have caused this Amendment No. 10 to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Members.

Date: \_\_\_\_\_

**IRVINE RANCH WATER DISTRICT**

**APPROVED AS TO FORM**

\_\_\_\_\_  
President

\_\_\_\_\_  
General Counsel  
Irvine Ranch Water District

**ATTEST**

\_\_\_\_\_  
Secretary

(SEAL)

**Amendment No. 11**  
to  
**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING THE**  
**NATIONAL WATER RESEARCH INSTITUTE**

THIS AMENDMENT NO. 11 TO JOINT EXERCISE OF POWERS AGREEMENT (the "Amendment") is dated as of July 1, 2005, by and among the Orange County Sanitation District; the Irvine Ranch Water District; the Orange County Water District; the San Juan Basin Authority; the West Basin Municipal Water District; the Inland Empire Utilities Agency and the City of Los Angeles Department of Water and Power (collectively, the "Members").

**W I T N E S S E T H:**

**WHEREAS**, the Members are the current parties to the JOINT EXERCISE OF POWERS AGREEMENT CREATING THE NATIONAL WATER RESEARCH INSTITUTE, dated as of June 24, 1991, as amended and restated July 28, 1994, and as amended by Amendment No. 1 thereto dated as of July 1, 1998, Amendment No. 2 thereto dated as of July 1, 1998, Amendment No. 3 thereto dated as of July 1, 1998, Amendment No. 4 thereto dated as of April 20, 2000, Amendment No. 5 thereto dated as of October 19, 2000, Amendment No. 6 thereto dated as of July 1, 2001, Amendment No. 7 thereto dated as of July 1, 2001, Amendment no. 8 thereto dated as of July 1, 2002, Amendment No. 9 thereto dated as of July 1, 2003, and Amendment No. 10 thereto dated as of July 1, 2004 (the "Agreement")(capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement); and

**WHEREAS**, the San Juan Basin Authority has elected to withdraw as a member of the Institute, effective as of July 1, 2005, which withdrawal was accepted by the Institute's Board of Directors on July 21, 2005; and

**WHEREAS**, the Members desire to amend the Agreement to reflect such withdrawal.

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the Members do hereby agree as follows:

**Section 1. Withdrawal of Member.** The San Juan Basin Authority is withdrawn as a party to the Agreement and member entity of the Institute, effectively July 1, 2005, in accordance with Section 8.03 of the Agreement. "Districts" as defined in the Agreement excludes The San Juan Basin Authority after said effective date.

**Section 2. Counterparts.** This Amendment may be signed in counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS THEREOF, the Members have caused this Amendment No. 11 to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Members.

Date: \_\_\_\_\_

**IRVINE RANCH WATER DISTRICT**

**APPROVED AS TO FORM**

\_\_\_\_\_  
President

\_\_\_\_\_  
General Counsel  
Irvine Ranch Water District

**ATTEST**

\_\_\_\_\_  
Secretary

(SEAL)

August 13, 2012

Prepared by: K. McLaughlin

Submitted by: G. Heiertz

Approved by: Paul Cook 

## CONSENT CALENDAR

### 2012 STATE LEGISLATIVE UPDATE

#### SUMMARY:

This report provides an update on the 2012 legislative session and IRWD state legislative priorities. A copy of the 2012 State Legislative Matrix is attached as Exhibit "A".

#### BACKGROUND:

The California Legislature returns from summer recess on August 6, 2012 and will remain in session until adjournment on August 31, 2012. All regular session bills must be passed by the Legislature and sent to the Governor by this date. The Governor has until September 30, 2012 to sign or veto legislation sent to his desk at the end of session. The 2013-2014 State Legislature will be sworn in to office on December 3, 2012, and regular session business will begin in January 2013.

#### California Budget Update:

The Legislature passed and the Governor signed the \$91.3 billion budget and associated trailer bills into law at the end of June. The adopted budget is built upon the assumption that the voters will pass Governor Brown's tax initiative, Proposition 30, in November 2012 which would provide up to an estimated \$8.5 billion in general fund revenue. If the tax initiative fails in November, it will trigger \$6 billion in automatic budget cuts, largely impacting education. These cuts include shortening the academic school year, fee increases at the University of California and California State University, and law enforcement cuts.

Proposition 30 would raise taxes on the wealthy and increase the state sales tax by a quarter cent a year. The proposal will face competition on the ballot from two other tax initiative proposals:

- Proposition 38 – "State Income Tax Increase to Support Public Education" led by civil rights attorney Molly Munger. Proposition 38 would increase state income tax rates for most Californians to support K-12 and early childhood programs.
- Proposition 39 – "Income Tax Increase for Multistate Business Initiative" led by venture capitalist Tom Steyer. Proposition 39 would close a loophole allowing out-of-state businesses to choose how they are taxed.

A poll conducted by Pepperdine University and the California Business Roundtable in July showed that 56.2 percent of Californians support Proposition 30. Proposition 38 received a 35 percent approval rating while Proposition 39 received 55 percent support.

IRWD 2012 Legislative Priority Update:

*AB 2398 (Hueso) – The Water Recycling Act of 2012*

AB 2398 (Hueso) was held in the Senate Natural Resources and Water Committee in June after Committee Chair Pavley and Author Hueso reached an agreement to hold the bill and engage in a stakeholder workgroup process after the end of session. The goal of the stakeholder process is to develop a viable recycled water legislative proposal for introduction in 2013. The stakeholder process will begin on a date to be determined after the current legislature concludes at the end of August. Participants in the stakeholder group will include the WateReuse Association, representatives from the environmental community, the State Water Resources Control Board, the Department of Public Health and the Senate and Assembly Committee consultants.

The WateReuse Association held a workshop on July 1, 2012 to discuss the internal goals, priorities, process, and next steps for the bill. The objectives of the workshop were to: (1) begin developing a robust list of the impediments to recycling in California and the ways those impediments can be addressed through legislation; (2) discuss the priorities of Association members to inform the WateReuse Board discussion on August 10, 2012; and (3) discuss the internal and external process for the development and introduction of a legislative proposal in 2013.

*SB 1090 – Senate Local Government Omnibus Bill*

The IRWD “Bona Fide Encumbrancer” clean-up language continues to move forward in the legislature as a part of SB 1090, the Senate Local Government Omnibus Bill. SB 1090 passed unanimously in the Assembly Local Government Committee and will be heard on the Assembly Appropriations Consent Calendar when it is taken up in early August.

Other 2012 Legislation:

*Public Employees Pension Reform*

Despite announcing that the Legislature would pass comprehensive pension reform legislation prior to breaking for the summer recess, Legislative Leaders were unable to come to agreement with Governor Brown to allow a proposal to move forward in June. Governor Brown directed the legislature to continue to work toward resolution of the remaining issues during the summer recess. The two primary remaining points of contention between the Governor and the Joint Committee are:

- Retirement age: Governor Brown proposed raising the non-safety employee retirement age to 67 while legislators have indicated that 67 is too high and instead support a lower retirement age, possibly 63, with incentives to encourage employees to continue working until age 67.
- Hybrid plan: The Governor proposed a hybrid plan that included a mix of defined benefits and a 401(k) style plan. The legislature is considering a stacked benefits plan that would include a defined benefit up to a specified salary (approximately \$100,000 to

\$130,000) and a cash-balance plan with a larger employee contribution and lower guaranteed rate of return above that amount. Legislators are also discussing capping retirement contributions on salaries of more than \$250,000.

If the Joint Committee releases and votes on a pension reform conference committee report when the Legislature returns in August, the package will be sent to each house for a straight up or down vote with no opportunity for amendments. It is unclear if there will be an opportunity for public input during this process.

#### *Local Government Bankruptcy*

AB 1693 (Wieckowski) which would change the carefully negotiated local government bankruptcy procedures enacted in 2011 was held in the Senate Rules Committee in June, rendering the bill dead for the year. Given Assembly Member Wieckowski's keen interest in municipal bankruptcy issues coupled with the spate of recent headlines around local government bankruptcies, it is likely there will be attempts to gut and amend municipal bankruptcy language into another legislative vehicle prior to the end of session. Staff will work with the District's association partners to monitor and review amendments in the final weeks of session and will provide updates to the Board as they become available.

#### FISCAL IMPACTS:

Not applicable.

#### ENVIRONMENTAL COMPLIANCE:

Not applicable.

#### COMMITTEE STATUS:

This item was reviewed by the Water Resources Policy and Communications Committee on August 2, 2012.

#### RECOMMENDATION:

RECEIVE AND FILE.

#### LIST OF EXHIBITS:

Exhibit "A" – IRWD 2012 State Legislative Matrix

**EXHIBIT "A"**  
**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
<b>AB 17</b> Davis (D)	Municipal Water Districts: Board of Directors		Revises the criteria for the election of the directors of municipal water districts and the requirements for such directors to take office.	07/05/2012 - In SEN. Re-referred to Com on PUBLIC EMPL AND RETIREMENT	Expected to be held in Rules Committee.
<b>AB 403</b> Campos (D)	Public Drinking Water Standards: Hexavalent Chromium	Watch	Requires the Department of Public Health to post its progress on the establishment of primary drinking water standard hexavalent chromium on the department's Internet Web site. Includes the adoption of a primary drinking water standard for hexavalent chromium among the proposed regulations relating to maximum contaminant levels for primary or secondary water standards that are subject to a review by the Dept of Finance of not more than 90 days.	03/01/2012 - In ASSEMBLY. Ordered returned to SENATE. *****To SENATE.	
<b>AB 1422</b> Perea (D)	Bond Act: Submission to Voters		Provides for the submission of the Safe, Clean, Reliable Drinking Water Supply Act of 2012 be submitted to the voters at the November 4, 2014, statewide general election.	07/09/2012 - Signed by GOVERNOR Chapters by Secretary of State. Chapter No. 74	
<b>AB 1508</b> Carter (D)	Junk Dealers and Recyclers: Nonferrous Materials	Support	Amends existing law regulating junk dealers and recyclers recordkeeping of purchases and sales made and the payment for nonferrous material, and exempts from the payment by cash or check requirement the redemption of nonferrous materials in connection with the redemption of beverage containers. Modifies that exemption to apply when the majority of the transaction is for the redemption of beverage containers. Excludes the purchase of material made of copper or copper alloys from the exemption.	07/02/2012 - In SENATE. Read second time and amended. To third reading.	5/14/12 Board - IRWD support
<b>AB 1514</b> Lowenthal B (D)	Excavations: Subsurface Installations: Violations		Amends existing law that generally requires any person planning to conduct an excavation to contact a regional notification center prior to excavation to delineate the areas to be excavated. Increases the civil penalties for negligent or knowing and willful violations. Authorizes the Attorney General or the district attorney to bring an action to enforce those civil penalties. Authorizes the local or state agency to take action to assess the penalties.	05/25/2012 - In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.	RE: Excavations. Could be detrimental. Working with CMUA.
<b>AB 1615</b> Miller (R)	Human Remains		Relates to human remains. Requires licensure and regulation of hydrolysis facilities and hydrolysis facility managers. Enacts	07/02/2012 - From SEN Com on BUS,	

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
			requirements substantially similar to those applicable to crematoria. Requires that specified fees paid to finance hydrolysis facility regulation be deposited in the Cemetery Fund.	PROF AND ECON DEVT: Do pass as amended to Com on APPROPS.	
<b>AB 1669</b> Perea (D)	Groundwater: Nitrate at Risk Area Fund		Establishes the Nitrate at Risk Area Fund. Provides that, upon appropriation by the Legislature, moneys in the fund would be available for the purposes of developing and implementing sustainable and affordable solutions for disadvantaged communities in areas reliant on nitrate-contaminated groundwater as their source of drinking water, as determined by the department and the board, consistent with specified data.	05/25/2012 - In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.	Spot bill for water bond changes.
<b>AB 1686</b> Jeffries (R)	Waterways: Lake Mathews		Requires the Department of Boating and Waterways to allow public access to Lake Mathews, in Riverside County, for the purposes of boating, fishing, and hiking, including access by nonmotorized bicycles. Prohibits body contact with the lake, and limits the type of boats and fuel permitted on the lake. Allows the Metropolitan Water District of Southern California to develop, fund, and operate any necessary infrastructure, place limits on the number of boats and persons accessing and establish a fee.	02/23/2012 - To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE and LOCAL GOVERNMENT.	Dropped by author.
<b>AB 1692</b> Wieckowski (D)	Bankruptcy: Redevelopment: Successor Agencies	Oppose	Revises and recasts the bankruptcy procedures that apply to the neutral evaluation process. Authorizes the evaluator to toll the limitation period from the evaluation process based on specified conditions, and to request and control the process of an independent investigation. Provides that the evaluation process shall end upon a specified circumstance.	05/31/2012 - In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE.	5/14/12: Board - IRWD oppose
<b>AB 1750</b> Solorio (D)	Rainwater Capture Act of 2012	Watch	Enacts the Rainwater Capture Act of 2012. Authorizes residential, commercial and governmental landowners to install, maintain, and operate rain barrel systems and rainwater capture systems for specified purposes, provided that the systems comply with specified requirements. Authorizes a landscape contractor working within the classification of his or her license to enter into a prime contract for the construction of a rainwater capture system if the system is used exclusively for specified purposes.	07/02/2012 - From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass as amended.	3/12/12 Board - IRWD watch

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
<b>AB 1813</b> Buchanan (D)	Sacramento-San Joaquin Delta Reform Act of 2009	Oppose	Requires a specified system of Sacramento-San Joaquin Delta Delta watershed diversion data collection and public reporting to use data used by the Department of Water Resources to determine the Net Delta Outflow Index. Requires the system to use modeling or satellite imagery in lieu of public reporting to the maximum extent practicable. Requires the new flow criteria to ensure there is no degradation in water quality in Delta channels and to replicate certain conditions with regard to fish populations.	03/29/2012 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on WATER, PARKS AND WILDLIFE.	5/14/12: Board - IRWD Oppose Dropped by author
<b>AB 1884</b> Buchanan (D)	Sacramento-San Joaquin Delta Reform Act: Covered Action	Oppose	Excludes from the definition of covered action specified plans, programs, projects, or activities within the secondary zone that have received environmental certification under the California Environmental Quality Act or otherwise have invested rights as of the effective date of the Sacramento-San Joaquin Delta plan, or both. Excludes all of the categorical act exemptions. Excludes from the definition of employee housing, low-income housing, infill residential projects, or other infill development.	03/29/2012 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on WATER, PARKS AND WILDLIFE.	5/14/12: Board - IRWD Oppose Dropped by author
<b>AB 1971</b> Buchanan (D)	Theft: Junk, Metals, and Secondhand Materials		Increases the maximum fine to a specified amount that a dealer in or collector of junk, metals, or secondhand materials for receiving stolen property. Enacts a clarifying statement relating to vandalism committed against public transit property and facilities, public parks property and facilities, and public utilities and water property and facilities.	07/10/2012 - Signed by GOV. Chaptered by Secretary of State. Chapter No. 82	
<b>AB 2000</b> Huber (D)	Sacramento-San Joaquin Delta	Oppose	Relates to the Sacramento-San Joaquin Delta. Relates to the Delta Stewardship Council and Delta Protection Commission membership. Relates to incorporating a Bay Delta Conservation Plan into the Sacramento-San Joaquin Delta conservation plan. Appropriates available funds from specified bond measures approved by the voters of the state to the Department of Water Resources for levee improvements.	07/02/2012 - From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE without further action pursuant to JR 62(a).	4/9/12 Board - IRWD oppose
<b>AB 2003</b> Torres (D)	Junk Dealers and Recyclers: Nonferrous Materials		Relates to existing law requiring junk dealers and recyclers to keep written records of all sales and purchases made in the course of their business. Allows payment for nonferrous materials by check only.	06/18/2012 - In SEN Com on BUS, PROF AND ECON DEV: Failed passage.	

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
<b><u>AB 2011</u></b> Gatto (D)	CalConserve Water Conservation Retrofit Program		Requires a percentage of Safe, Clean, and Reliable Drinking Water Supply Act of 2012 bond funds to be allocated to establish a CalConserve Water Conservation Retrofit Program to provide grants to local water agencies for the implementation of local and regional water conservation revolving loan programs that assist customers within the service area of the water agency to carry out water use efficiency retrofit projects, consistent with the act.	05/25/2012 - In ASSEMBLY Committee on APPROPRIATIONS; Held in committee.	
<b><u>AB 2021</u></b> Wagner (R)	Works of Improvement: Disputed Amounts		Amends existing law that provides, with respect to contracts, an increase in the amount that may be withheld from progress payments or final payments for works of improvement, including provisions for the withholding and disbursement of retention proceeds. Increases the amount that may be withheld from progress payments, or final payments, depending on the circumstances, to a sum of various amounts and percentages.	07/03/2012 - From SENATE Committee on JUDICIARY: Do pass as amended.	Commitment from sponsor/author to carve out public agencies.
<b><u>AB 2063</u></b> Alejo (D)	Ex Parte Communications		Prohibits a state water quality control board member, a regional water quality control board member, or any interested person, from engaging in a communication that would be considered ex parte under the Administrative Procedure Act. Provides such communication is permissible upon the full disclosure of the communication, and the communication is related to certain subjects permissible under existing law.	07/02/2012 - In SENATE Committee on ENVIRONMENTAL QUALITY: Reconsideration granted.	
<b><u>AB 2105</u></b> Grove (R)	Junk Dealers: Scrap Metal		Expresses the intent of the Legislature to enact legislation regarding scrap metals and recycling.	02/23/2012 - INTRODUCED.	
<b><u>AB 2230</u></b> Gatto (D)	Recycled Water: Car Washes	Support	Requires an in-by car wash, or a conveyor car wash to either install, use, and maintain a water recycling system, or enter into a contract to use recycled water provided by a retail water supplier to wash and rinse vehicles.	06/28/2012 - In SENATE. Read second time. To third reading.	5/14/12: Board - IRWD support
<b><u>AB 2298</u></b> Ma (D)	Metal Theft and Related Recycling Crimes		Requires the State Board of Community Corrections to establish a Metal Theft Task Force Program to provide grants to regional task forces for providing local law enforcement and district attorneys with the tools necessary to successfully interdict the commission of such theft and related crimes. Creates a related fund.	07/03/2012 - From SEN Com on PUBLIC SAFETY: Do pass as amended to Com on APPROPRS.	

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
<b><u>AB 2398</u></b> Hueso (D)	Water Recycling	Sponsor;Sup port	Enacts the Water Recycling Act of 2012. Establishes a statewide goal to recycle specified amounts of water by specified calendar years. Requires the adoption of a drinking water criteria for groundwater recharge project utilizing recycled water and the development and adoption of drinking water criteria for advanced treated purified water for raw water augmentation projects. Establishes a related research fund. Relates to permits and permit fees for raw water augmentation projects. Relates to inspections.	06/12/2012 - In SENATE Committee on NATURAL RESOURCES AND WATER: Held in committee.	3/26/12 Board - IRWD support.
<b><u>AB 2421</u></b> Berryhill B (R)	Bay Delta Conservation Plan: Project: Costs and Benefit	Oppose	Requires an independent third party to conduct an analysis of the costs and benefits for any project being submitted by the Bay Delta Conservation Plan to the Delta Plan and to submit this to the Legislature. Prohibits funding for these provisions from exceeding a specified amount.	05/25/2012 - In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.	4/9/12 Board - IRWD oppose
<b><u>AB 2422</u></b> Berryhill B (R)	Sacramento-San Joaquin Delta: Intake Concepts: Study	Oppose	Requires the Department of Water Resources Development to undertake an expedited evaluation and feasibility study of the Western Delta Intakes Concept. Requires the department of prepare and submit a report. Appropriates funds from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to pay for the study.	05/25/2012 - In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.	5/14/12: Board - IRWD Oppose
<b><u>AB 2423</u></b> Berryhill B (R)	Comprehensive Sacramento-San Joaquin Delta Planning		Makes a technical, nonsubstantive change to the Sacramento-San Joaquin Delta Reform Act establishing the Delta Stewardship Council as an independent agency of the state.	02/24/2012 - INTRODUCED.	
<b><u>AB 2443</u></b> Williams (D)	Vessels: Registration Fee: Quagga and Zebra Mussels	Support	Provides for a quagga and zebra mussel infestation prevention program. Imposes an additional fee on a vessel required to pay a registration fee. Requires funds from the fee to be used to implement and administer a dreissenid mussel monitoring, inspection, and infestation prevention programs. Requires the adoption of an emergency regulation to prescribe procedures for the collection and use of the fee.	07/06/2012 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	5/14/12: Board - IRWD support
<b><u>AB 2595</u></b> Hall (D)	Desalination	Support	Requires the Ocean Protection Council to report to the Legislature on opportunities for improving the statewide permitting process for seawater desalination facilities. Requires the council to convene the Seawater Desalination Permit Improvement Task Force. Appropriates specified bond measure funds to pay the costs of	06/26/2012 - From SEN Com on NAT RESOURCES AND WATER: Do pass as amended to Com on	sponsor: CalDesal 4/9/12 Board - IRWD support

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
			convening the Task Force and preparation of the report.	APPROPS.	
<b>SB 52</b> Steinberg (D)	Environmental Quality: Jobs and Economic Improvement		Amends the Environmental Quality Act. Requires that a project result in a specified minimum financial investment that is spent on planning, design, and construction of the project. Requires a lead agency to place the highest priority on feasible measure that will reduce greenhouse gas emissions on the site and in the neighboring communities of the project site. Relates to judicial review of an environmental impact report. Relates to the Judicial Council's reporting requirements.	07/03/2012 - In ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY: Failed passage.	
<b>SB 186</b> Kehoe (D)	The Controller		Relates to the duties and responsibilities of the State Controller that include the reporting of financial records by local agencies, the reports of financial transactions of joint powers agencies that issue conduit revenue bonds, the audit or investigation of suspected false or problem reporting by local agencies and the use of a financial review committee. Defines local agency. Raises the forfeiture amount if a local official fails or refuses to file a financial report after receipt of a written notice.	06/27/2012 - From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS.	
<b>SB 200</b> Wolk (D)	Delta Levee Maintenance		Declares legislative intent to reimburse eligible local agencies up to a specified percentage of maintenance or improvement or project or no project levees in the Sacramento-San Joaquin Delta until an specified date and to increase the reimbursement rate on and after that date. Extends the authorization of the Reclamation Board to provide funds to an eligible local agency in the form of an advance determined by a specified formula. Relates to the Central Valley Flood Protection Board.	06/25/2012 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	3/26/12 Board: oppose position based on 1/12/12 amends  2_Year_Bill
<b>SB 250</b> Rubio (D)	Sacramento-San Joaquin Delta: Delta Plan: Facility	Support	Amends the Sacramento-San Joaquin Delta Reform Act of 2009 which requires the incorporation of the Bay Delta Conservation Plan into the Delta Plan and requires the Bay Plan to include a review and analysis of Delta conveyance alternatives including specified canals and pipelines. Requires the Department of Water Resources development of certain Delta conveyance facilities to be completed on or before a specified date, and the construction of those facilities to be completed by a specified date.	06/12/2012 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Not heard.	3/26/12 Board: IRWD support  2_Year_Bill

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
<b>SB 964</b> Wright (D)	State Water Resources Control Board		Provides that the exemption for the adoption of regulations for the issuance, denial or revocation of specified waste discharge requirements and permits shall not apply to any general permits or waivers issued under state law or the federal National Pollutant Discharge Elimination System, thereby requiring the State Water Resources Control Board and the regional water quality control boards to comply with provisions that require the adoption of regulations under those circumstances.	04/23/2012 - In SENATE Committee on ENVIRONMENTAL QUALITY: Reconsideration granted.	
<b>SB 965</b> Wright (D)	Water Resources Control Boards: Ex Parte Communications		Provides that ex parte communications provisions of the Administrative Procedure Act do not apply to specified proceedings of the State Water Resources Control Board or a regional board. Defines ex parte communications. Specifies instances when such communications are permitted. Provides conditions for oral and written communications. Requires an individual meeting for all parties under specified circumstances. Relates to prohibiting such communications. Relates to remedies for failure to comply.	06/28/2012 - From ASSEMBLY Committee on GOVERNMENTAL ORGANIZATION: Do pass to Committee on APPROPRIATIONS.	
<b>SB 1002</b> Yee (D)	Public Records: Electronic Format		Amends the Public Records Act. Authorizes an agency, upon request, to provide a copy of an electronic record in a format in which the text in the electronic record is searchable by commonly used software. Requires the requestor to bear the cost of converting the into a searchable format. Requires that in certain circumstances the data or document be made available to the public in open format. Provides that requirement would not apply if the agency does not maintain the document in that format.	06/27/2012 - From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS.	
<b>SB 1003</b> Yee (D)	Open Meetings; Cease and Desist Letters		Amends the Ralph M. Brown Act regarding open meetings. Prohibits a district attorney or an interested person from filing an action for an alleged violation of the act for past actions of a legislative body, unless certain conditions are met, including the submission of a cease and desist letter to the accused body, and the body has refused to issue an unconditional commitment to cease and desist after receiving the letter. Requires the cease and desist commitment to meet certain requirements.	06/28/2012 - In ASSEMBLY. Read second time. To third reading.	
<b>SB 1045</b> Emmerson (R)	Metal Theft: Damages	Support	Prohibits any junk dealer or recycler from possessing a public fire hydrant, fire department connection, public manhole cover or lid or	06/25/2012 - In ASSEMBLY. From	5/14/12 Board: IRWD support

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
			any part thereof, or public backflow device or connection thereto, without a written certification from the public agency or utility that owns or previously owned the material. Makes the dealer or recycler civilly liable for actual damages and for exemplary damages, unless the court determines that extenuating circumstances do not justify awarding exemplary damages.	Consent Calendar. To third reading.	
<b><u>SB 1090</u></b> Governance and Finance Cmt	Local Government: Omnibus Bill	Support	Relates to school district financing reports, city charter proposals, county boundary descriptions, city sidewalk installation charges, a solar-use easement under a Williamson Act contract, bribery and corruption as abuse of public office, the validity of a local benefit assessment, professional registration of license number under the Subdivision Map Act, water, sanitation and sewer service charges, new city property assessments, and districts under the property and business district law.	06/27/2012 - From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS.	4/9/12 Board - IRWD support Includes IRWD "bona fide encumbrancer" language
<b><u>SB 1120</u></b> Berryhill T (R)	Property-Relates Services		Provides that an agency shall be obligated to provide subsidies to cure any deficiencies in funding of property-related services provides in the agency's territory, if specified requirements are met. Provides that the prohibition would not apply if the agency's governing board had agreed to subsidize the services before the completion of a majority protest proceeding or election.	07/06/2012 - In SENATE. Read second time. To third reading.	
<b><u>SB 1146</u></b> Pavley (D)	Wells: Reports: Public Availability		Requires the Department of Water Resources to make the well reports available to the public. Requires the department to provide specified disclaimers. Authorizes the department to charge a fee, for the provision of the report, for each release of the report to recover department's costs. Requires the release to comply with the Information Practices Act of 1977. Requires redaction of specified information. Requires the requester to provide specified information and the reason for making the request.	05/31/2012 - In SENATE. Read third time. Failed to pass SENATE.	
<b><u>SB 1251</u></b> Evans (D)	Ocean Protection Council: Aquatic Invasive Species		Requires the Ocean Protection Council and the Wildlife Conservation Board to establish an Aquatic Invasive Species Working Group for the development and implementation of an aquatic species control program within different regions of the state. Relates to the council membership.	05/24/2012 - In SENATE Committee on APPROPRIATIONS: Held in committee.	

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
<b>SB 1276</b> Wyland (R)	Indemnity: Design Professionals		Amends existing law that requires, in all contracts, amendments to contracts, provisions, clauses, covenants, and agreements contained in, collateral to, or affecting public contracts for design professional services, the design professional to defend the public agency under an indemnity agreement. Limits the design professional's duty to defend a public against a negligence claim to reimbursement of defense costs incurred by the agency that were caused by the professional's actual negligence.	03/29/2012 - Withdrawn from SENATE Committee on RULES.;03/29/2012 - Re-referred to SENATE Committee on JUDICIARY.	Attempt to undo AB 506 compromise from 2011. Dropped by Author.
<b>SB 1340</b> LaMalfa (R)	Appropriation of Water: Sewerage Commission Oroville	Oppose	Authorizes the Sewerage Commission Oroville to file an application for a permit to appropriate a specified amount of water that is based on the volume of treated wastewater that it discharges into the Feather River. Authorizes the State Water Resources Control Board to grant a permit to appropriate that treated wastewater upon terms and conditions determined by the board. Relates to permit approvals by the commission. Relates to reports regarding Sacramento-San Joaquin Delta water quality standards.	07/02/2012 - From 07/02/2012 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	Expansion of AB 134 (Dickenson), sponsored by Sac Regional in 2011. 4/9/12 Board - IRWD oppose
<b>SB 1364</b> Huff (R)	Water Corporations		Authorizes the inspection of the accounts, books, papers, and documents of any business that is a subsidiary or affiliate of, or a corporation that holds a controlling interest in, a specified water corporation. Requires the water corporation to notify customers the submission of a rate hike request to the Public Utilities Commission and the estimated rate impacts of various customers. Requires notification of the outcome of the request. Authorizes the use of an independent auditor.	06/18/2012 - From ASSEMBLY Committee on UTILITIES AND COMMERCE: Do pass to Committee on APPROPRIATIONS.	
<b>SB 1387</b> Emmerson (R)	Metal Theft	Support	Prohibits any junk dealer or recycler from possessing a recognizable, disassembled or inoperative fire hydrant, fire department connection, including, bronze or brass fittings or parts, a manhole cover or lid, or any part of that cover or lid, or a backflow device and connections to that device that is owned by a public entity or private utility, without a written certification on the letterhead of the entity that owns or previously owned the material and that the entity has sold. Provides a criminal fine.	07/03/2012 - From ASSEMBLY Committee on PUBLIC SAFETY: Do pass to Committee on APPROPRIATIONS.	5/14/12 Board: IRWD support

**IRWD 2012 LEGISLATIVE MATRIX**  
**Updated July 13, 2012**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>	<b>Notes</b>
<b>SB 1395</b> Rubio (D)	State Auditor		Renames the Bureau of State Audits as the California State Auditor's Office and the State Auditor as the California State Auditor. Prohibits any supplies, forms, insignias, signs, or logos from being destroyed or changed as a result of the name change, and requires their continued use until exhausted or unserviceable. Makes nonsubstantive, conforming changes.	06/19/2012 - From ASSEMBLY Com on BUS, PROF & CONS PROT: Do pass to Com on APPRS.	
<b>SB 1495</b> Wolk (D)	Sacramento-San Joaquin Delta Reform Act of 2009		Excludes from the definition of covered action, under the Delta Reform Act of 2009, specified leases approved by specified special districts, and routine dredging activities necessary for maintenance of certain facilities operated by special districts. Requires a state or local public agencies that proposes to undertake a covered action to prepare a written certification as to whether the covered action is consistent with the Delta Plan.	06/12/2012 - From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Do pass to Com on APPROPRIATIONS.	4/4/12 WRP - recommended IRWD oppose
<b>SB 1498</b> Emmerson (R)	Local Agency Formation Commission: Powers		Authorizes the Local Agency Formation Commission to authorize a city or district to provide new or existing services outside its jurisdictional boundaries and outside its sphere of influence to support existing or planned uses involving public or private properties, subject to approval at a noticed public hearing.	03/22/2012 - To SENATE Committee on GOVERNANCE AND FINANCE.	Sponsor: League of Cities
<b>SB 1516</b> Leno (D)	Public Contracts: Bids: or Equal Materials or Service		Relates to public works contracts. Requires bid specifications to provide a period of time after the award of the contract for the submission of data substantiating a request for the substitution of an equal item. Allows a solicitation for bids to require submission of data substantiating a request for substitution of an equal item prior to the bid submission deadline under a certain condition. Requires the proponent of a such item to bear the burden of proof that the item is equal to bid specifications.	06/18/2012 - In ASM. Read second time and amended. Re-referred to Com on BUS, PROF & CONSUMER PROTECTION.	
<b>SB 1535</b> Padilla (D)	Global Warming Solution Act: Water Industry Study		Amends the State Global Warming Solutions Act of 2006 that requires the State Air Resources Board to adopt rules and regulations to achieve the maximum, technologically feasible, and cost-effective greenhouse gas emission reductions. Prohibits any authority being conferred on the board to impose any regulatory obligation of publicly owned water utilities for purpose of greenhouse gas emissions related to electricity imported for the utility to provide water to its service area unless given price mitigation.	05/14/2012 - In SENATE Committee on ENVIRONMENTAL QUALITY: Heard, remains in Committee.	

August 13, 2012

Prepared and

Submitted by: Rob Jacobson

Approved by: Paul Cook


## CONSENT CALENDAR

### SAND CANYON OFFICE DEVELOPMENT PROJECT – PHASE I CHANGE ORDER, CONSULTANT VARIANCE AND FINAL ACCEPTANCE

#### SUMMARY:

Staff recommends approval of Contract Change Order No. 8 with KPRS Construction, Inc. for a net amount of \$60,333.14 (including \$70,913.14 in additions and \$10,580.00 in deletions) and approval of a variance to the Consultant Services Agreement for Newport Real Estate Services in the amount of \$26,515.00 related to additional services for the tenant improvement portion of the project and reimbursement of expenses. Additionally, staff recommends final acceptance of Phase I of the Sand Canyon Office Development project.

#### BACKGROUND:

In June 2011, KPRS Construction, Inc. (KPRS) was retained by the District for construction of a 16,400 square foot medical office building, a separate community meeting facility and the reconfiguration of the majority of the existing Sand Canyon headquarters parking area on land adjacent to the District's headquarters facility. The project was substantially completed in May 2012.

Contract Change Order No. 8, a copy of which is attached as Exhibit "A", represents a net addition to the KPRS contract in the amount of \$60,333.14. The net amount results from the final project billing and primarily represents additions for modifications to include planters in portions of the new parking area, required public street slurry expenses not included in the original contract and required underground utility revisions.

Staff also recommends approval of a variance to the Professional Services Agreement with Newport Real Estate Services (NRES) in the amount of \$26,515.00. NRES was initially retained by the District in February 2009 to provide project management and construction management services for construction of Phase I project. NRES was later retained to provide construction management services specific to the tenant improvements for Coastal Fertility. The recommended variance is for services related to additional tenant improvement management requirements, as well as reimbursement for related expenses. A Professional Services Variance reflecting the recommended increase is attached as Exhibit "B".

Finally, the following construction project received a final inspection by the City of Irvine and a Certificate of Use and Occupancy was issued on August 6, 2012. Based on this approval, Project #1284 – Sand Canyon Office Development - Phase I is recommended for acceptance:

Project Title:	Sand Canyon Office Development – Phase I
Project No.:	#1284 (Prior #11118)
Construction Manager:	Newport Real Estate Services
Contractor:	KPRS Construction, Inc.
Original Contract Cost:	\$5,228,987.00
Previous Change Orders:	\$ 223,895.00
Requested Change Order:	\$ 60,333.14
Final Contract Cost:	\$5,513,215.14
Retention Release Amount:	\$ 272,644.10
Previous Retention Release:	\$ 268,043.85
Contract Completion:	100%
Total Project Budget:	\$7,939,700.00
Final Project Cost (Est.):	\$7,880,570.29

FISCAL IMPACTS:

The current approved capital budget amount for Project No. 1284, Asset Optimization – Sand Canyon Property Development is \$7,939,700. This amount includes a Board-approved budget increase of \$1,455,100 for tenant improvements for the primary tenant.

Stabilized net operating income in Year-3 for the medical office building assuming full occupancy is projected to be 7.08% based on an initial lease rate of \$3.15 per square foot and including tenant improvement costs.

ENVIRONMENTAL COMPLIANCE:

A Final Environmental Impact Report has been prepared, certified and the project approved by the County of Orange Environmental Management Agency 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:

The consultant variance was reviewed by the Asset Management Committee on July 26, 2012.

RECOMMENDATION:

THAT THE BOARD APPROVE CONTRACT CHANGE ORDER NO. 8 WITH KPRS CONSTRUCTION, INC. IN THE NET AMOUNT OF \$60,333.14 (PROJECT #1284); APPROVE A FINAL CONSULTING VARIANCE FOR NEWPORT REAL ESTATE SERVICES IN THE AMOUNT OF \$26,515.00; AUTHORIZE THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION; AND AUTHORIZE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

Exhibit “A” – Contract Change Order No. 8  
Exhibit “B” – Consultant Variance Form

**IRVINE RANCH WATER DISTRICT**

15600 Sand Canyon Avenue

Irvine, California 92619

(949) 453-5300

Sand Canyon Medical Office Complex

Project Title

**Exhibit "A"**



**CONTRACT CHANGE ORDER**

C.O. No. #8

Final

Project No. 1284

Date: 07/10/2012

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
Change Order Request # 48 Cost for re-grading Phase II lot per new plan.	\$5,000.00	0	0
Change Order Request # 50R-1 Underground utility piping revisions.	\$4,073.00	0	0
Change Order Request # 51R-2 Install type II slurry seal on public streets per City requirements.	\$15,077.00	0	0
Change Order Request # 54R-1 Bulletin # 6 changes to scope	\$0	(10,580.00)	0
Change Order Request # 57R-Added 0" curb planter's in parking lot	\$22,987.00	0	0
Change Order Request # 59 Repair damaged carport	\$5,485.14	0	0
Change Order Request # 60R-1-Several underground utility revisions	\$14,638.00	0	0
Change Order Request # 64R-2-Remove and replace concrete sidewalks.	\$3,246.00	0	0
Change Order Request # 65R-1-Install chicken wire; credit for 2 months maintenance.	\$0.00	0	0
Change Order Request # 66—Install wiring for Access control system.	\$407.00	0	0
<b>TOTAL</b>	<b>\$70,913.14</b>	<b>(\$10,580.00)</b>	<b>0</b>

DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=	\$60,333.14	0
2. ORIGINAL CONTRACT AMOUNT	=	\$5,228,987.00	0
3. TOTAL PREVIOUS CHANGE ORDER(S)	=	\$223,895.00	0
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=	\$5,452,882.00	0
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=	\$5,513,215.14	0

We hereby agree to make the above change subject to the terms of this change order for the sum of:

Sixty Thousand Three Hundred Thirty Three Dollars and 14 cents.

July 10, 2012 KPRS Construction, Inc.  
Date Contractor

Lev Rabanovich for Rick Espinoza, Senior Project Manager  
By

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
	8/6/12	Department Director Approval Required <input checked="" type="checkbox"/>
Rob Jacobson, Treasurer	Date	General Manager Approval Required <input checked="" type="checkbox"/>
Director of Finance	Date	Committee Approval Required <input type="checkbox"/>
Paul Cook -General Manager	Date	Board Approval Required <input checked="" type="checkbox"/>
		By _____ Date _____
		Purchase Order No. _____

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

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

IRVINE RANCH WATER DISTRICT  
PROFESSIONAL SERVICES VARIANCE

Project Title: Sand Canyon Medical Building Complex

Project No.: 1284 (Task 3505) Date: July 23, 2012  
Purchase Order No.: 503809 Variance No.: 3

Originator:  IRWD  ENGINEER/CONSULTANT  Other (Explain) \_\_\_\_\_

Description of Variance (attach any back-up material):  
2 additional Months of project management services for tenant improvements.  
Reimbursement for C&V Engineer Services.

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
<b>Total \$ =</b>						

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule

Required Approval Determination:

Total Original Contract	\$ <u>148,000</u>	<input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000.
Previous Variances	\$ <u>49,700</u>	<input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000.
This Variance	\$ <u>26,515</u>	<input type="checkbox"/> Board: Single Variance greater than \$60,000.
Total Sum of Variances	\$ <u>76,215</u>	<input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.
New Contract Amount	\$ <u>224,715</u>	
Percentage of Total Variances to Original Contract	<u>51</u> %	

ENGINEER/CONSULTANT: Newport Real Estate Services  
Company Name

IRVINE RANCH WATER DISTRICT

[Signature]  
Project Engineer/Manager Date 7/20/12

\_\_\_\_\_  
Department Director Date

\_\_\_\_\_  
Engineer's/Consultant's Management Date

\_\_\_\_\_  
General Manager/Comm./Board Date



August 13, 2012  
Prepared by: R. Thatcher/M. Hoolihan  
Submitted by: K. Burton  
Approved by: Paul Cook 

CONSENT CALENDAR

QUITCLAIM OF REAL PROPERTY – SHEA/BAKER RANCH ASSOCIATES LLC

SUMMARY:

The temporary Borrego Sewage Lift Station was installed in 1993 at the intersection of Towne Center Drive and Baker Ranch Road to collect sewer flows from the surrounding area and pump this sewage to the collector pipeline in Portola Parkway in Foothill Ranch. With the recent construction of the Alton Parkway extension, these sewer flows now collect into a new 16-inch pipeline constructed as part of the extension project; consequently, the temporary lift station has been decommissioned and dismantled.

The property owner, Shea/Baker Ranch Associates LLC, has requested that the District quitclaim the existing easement for the lift station granted per Instrument No. 93-0719309 of Official Records of Orange County. Staff has reviewed the request and concurs that the easement can be quitclaimed. The resolution authorizing the quitclaim is attached as Exhibit “A”. The Quitclaim Deed is attached as Exhibit “B”. A map showing the location of the existing easement and quitclaim area is attached as Exhibit “C”.

FISCAL IMPACT:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable. Not a project as defined under CEQA.

COMMITTEE STATUS:

Quitclaims are not routinely reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2012 - \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT  
APPROVING EXECUTION OF THE QUITCLAIM DEED TO  
SHEA/BAKER RANCH ASSOCIATES LLC

LIST OF EXHIBITS:

- Exhibit “A” – Resolution
- Exhibit “B” – Quitclaim Deed
- Exhibit “C” – Location Map

# EXHIBIT "A"

RESOLUTION NO. 2012 - \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT  
APPROVING EXECUTION OF THE QUITCLAIM DEED TO  
SHEA/BAKER RANCH ASSOCIATES LLC

WHEREAS, Shea/Baker Ranch Associates LLC has requested that the Irvine Ranch Water District (IRWD) Board approve the quitclaim of Parcel 3 (Lift Station Easement) per the Grant of Easement recorded as Instrument No. 93-0719309 of Official Records of Orange County; and

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

WHEREAS, the temporary sewer lift station that was located within said easement has been abandoned and dismantled; and

WHEREAS, staff has reviewed and confirmed that said easement herein referred can be quitclaimed; and

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

NOW, THEREFORE, BE IT RESOLVED, the Quitclaim Deed attached hereto as Exhibit "B" to Shea/Baker Ranch Associates LLC, a California limited liability company, herein described and hereby is approved and execution by the District's officers is authorized.

ADOPTED, SIGNED and APPROVED this 13th day of August, 2012.

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

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

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

By \_\_\_\_\_

EXHIBIT "B"

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Shea/Baker Ranch Assoc. LLC  
130 Vantis, Suite 200  
Aliso Viejo, CA, 92656  
Attn:

ASSESSOR PARCEL NO(S):

612-132-01

(Space Above This Line For Recorder's Use)

IRWD Doc. No. E \_\_\_\_\_  
IRWD Res.No. \_\_\_\_\_

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

\_\_\_\_\_  
Signature or Declarant or Agent determining tax – Firm Name

EASEMENT QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to (Name of entity), or the current owner of record,

all RIGHT, TITLE and INTEREST in the real property located in the City of Lake Forest, 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 not necessary or useful in the performance of the duties of said Irvine Ranch Water District.

Dated: \_\_\_\_\_, 2012

IRVINE RANCH WATER DISTRICT,  
a California Water District

By: \_\_\_\_\_  
Name: Mary Aileen Matheis  
Title: President

By: \_\_\_\_\_  
Name: Leslie Bonkowski  
Title: District Secretary

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

STATE OF CALIFORNIA    )  
  )  
COUNTY OF ORANGE    )

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Mary Aileen Matheis and Leslie Bonkowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Notary Public in and for said State

(SEAL)

**EXHIBIT "A"**

**QUITCLAIM OF LIFT STATION EASEMENT  
TO SHEA/BAKER RANCH ASSOCIATES LLC**

**LEGAL DESCRIPTION**

That certain parcel of land situated in the City of Lake Forest, County of Orange, State of California being Parcel 3 of that certain Grant of Easement recorded October 21, 1992 as Instrument No. 93-0719309 of Official Records in the Office of the County Recorder of said County.

Prepared by me or under my direction:

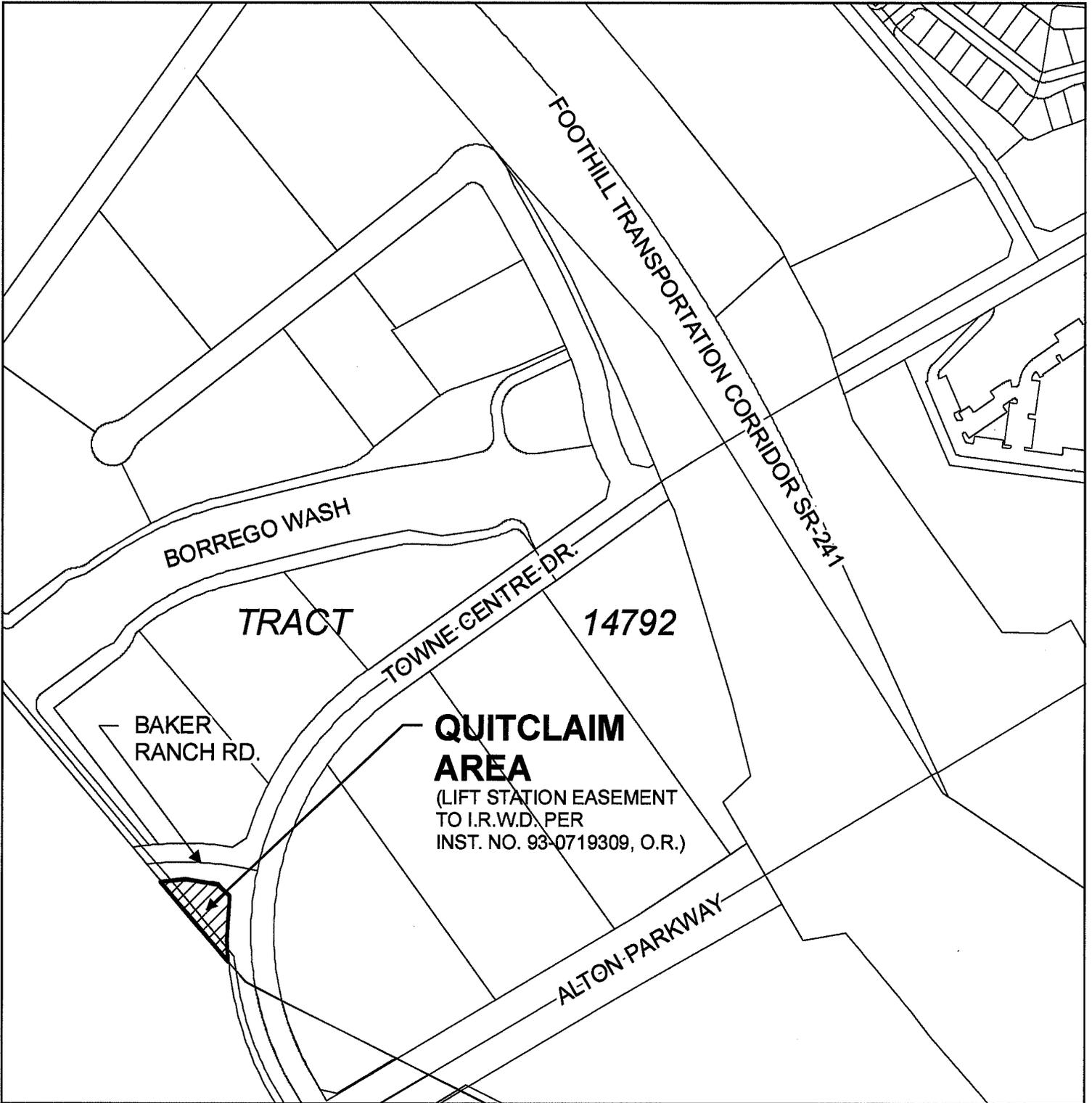
**Dated:** July 13, 2012



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Gregory P. Heiertz, R.C.E. 33084  
License expires June 30, 2012

EXHIBIT "C"  
LOCATION MAP



**QUITCLAIM OF TEMPORARY LIFT STATION EASEMENT  
TO SHEA/BAKER RANCH ASSOCIATES LLC**

N



08  
August 13, 2012 KNL  
Prepared by: K. Lew/M. Cortez  
Submitted by: K. Burton  
Approved by: Paul Cook

## CONSENT CALENDAR

### GREAT PARK DEVELOPMENT REIMBURSEMENT AGREEMENT WITH HERITAGE FIELDS EL TORO, LLC

#### SUMMARY:

Heritage Fields El Toro, LLC (Heritage Fields) is beginning development of Planning Areas 30 and 51 (Great Park) which includes the construction of streets, storm drains, domestic water, sewer, and recycled water improvements. Staff recommends that the Board authorize the General Manager to execute a Reimbursement Agreement (RA) with Heritage Fields for construction of IRWD's capital facilities within the Great Park.

#### BACKGROUND:

Heritage Fields has requested that IRWD enter into a RA for construction of IRWD capital facilities for Planning Areas 30 and 51 (Great Park). Under this RA, a Supplemental Reimbursement Agreement serves to define the improvements to be designed and constructed within a specific phase as well as the estimated reimbursable costs. The terms of the Heritage Fields RA are substantially the same as IRWD's RA with the Irvine Community Development Company. The proposed RA has been reviewed by IRWD's legal counsel and is attached as Exhibit "A".

Staff will be requesting approval of the Supplemental Reimbursement Agreement with Heritage Fields for the Reach A Sewer, Reach B Sewer, and capital facilities to serve the District 8 neighborhood. District 8 is bound by Portola Parkway to the north, the Foothill Transportation Corridor to the west, Irvine Boulevard to the south, and Ridge Valley. Heritage Fields is moving forward with the design of the District 8 neighborhood which will consist of approximately 700 medium density dwelling units. The required IRWD domestic water, sewer, and recycled water capital facilities are documented in the PA 30 and 51 Sub-Area Master Plan Update prepared in September 2011 and shown in the system maps as provided in Exhibit "B".

#### FISCAL IMPACTS:

Projects 19411 (1466), 20374 (1642), and 39410 (1103) for Planning Area 30 and 51 Domestic Water, Wastewater, and Recycled Water Facilities are included in the FY 2012-13 Capital Budget. Expenditure Authorizations for the projects will be requested at the time of construction award.

ENVIRONMENTAL COMPLIANCE:

Activities such as executing reimbursement agreements are not subject to the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15061 (b) (3), in that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Construction of capital domestic water, sewer, and recycled water facilities for the Great Park Development is subject to CEQA. In conformance with the California Code of Regulations Title 14, Chapter 3, Article 7 an Environmental Impact Report was certified by the City of Irvine on April 4, 2012 (2002101020).

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on July 24, 2012.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH HERITAGE FIELDS EL TORO, LLC FOR THE CONSTRUCTION OF CAPITAL FACILITIES FOR PLANNING AREAS 30 AND 51 (GREAT PARK).

LIST OF EXHIBITS:

- Exhibit "A" – Reimbursement Agreement between IRWD and Heritage Fields El Toro, LLC for the Construction of Capital Facilities
- Exhibit "B" – Planning Areas 30 and 51 System Maps

# EXHIBIT "A"

REIMBURSEMENT AGREEMENT  
BETWEEN IRVINE RANCH WATER DISTRICT  
AND  
HERITAGE FIELDS EL TORO, LLC  
FOR THE CONSTRUCTION OF  
CAPITAL FACILITIES

This Agreement is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2012, by and between IRVINE RANCH WATER DISTRICT, a California water district formed and existing pursuant to the California Water District Law of the State of California, hereinafter referred to as "IRWD", and HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company, hereinafter referred to as "COMPANY".

WHEREAS, subsequent to the execution of this Reimbursement Agreement, COMPANY and IRWD may enter supplemental agreements (hereinafter, each such agreement is referred to as a "Supplemental Reimbursement Agreement") regarding construction of capital facilities within the jurisdictional boundaries of IRWD, such Supplemental Reimbursement Agreement in the form of Exhibit "A" attached hereto, which agreements will incorporate by references all of the terms of this Agreement except as otherwise provided in such Supplemental Reimbursement Agreement; and,

WHEREAS, COMPANY proposes to construct certain improvements and other utilities ("Project") within the jurisdictional boundaries of IRWD (each such Project shall be referenced in Section 2 of the respective Supplemental Reimbursement Agreement); and,

WHEREAS, prior to or in conjunction with COMPANY's construction of each Project, IRWD desires to construct certain potable water, sewer, recycled water and/or other facilities, as described in the respective Supplemental Reimbursement Agreement entered subsequently hereto, hereafter collectively referred to as the "Capital Facilities"; and,

WHEREAS, both IRWD and COMPANY have determined that it would be more expedient for COMPANY to construct the Capital Facilities rather than for IRWD to do so; and,

WHEREAS, IRWD is amenable to the design and construction of the Capital Facilities by COMPANY, at the actual cost of COMPANY, which cost is to be reimbursed by IRWD; and,

WHEREAS, IRWD agrees to reimburse COMPANY for all construction and administration costs associated with doing the above-described work in accordance with the terms and conditions of this Agreement and the respective Supplemental Reimbursement Agreement which pertains to such work; and,

WHEREAS, upon the completion of construction of the Capital Facilities, such Capital Facilities shall become the property of IRWD in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants hereinafter set forth, do agree as follows:

SECTION 1. CAPITAL FACILITIES. COMPANY agrees to initiate and diligently pursue, in conjunction with the development of each Project, the completion of the construction of the Capital Facilities relating to that Project. All construction of the Capital Facilities will be done as, or substantially as, described in the Supplemental Reimbursement Agreement pertaining to such Capital Facilities. It is acknowledged by the parties that each Project may include, in addition to Capital Facilities, certain related potable water, sewer, recycled water and other facilities that, pursuant to IRWD's rules and regulations, are required to be constructed and dedicated to IRWD by COMPANY or others, and that the costs of such related facilities will not be reimbursed by IRWD whether or not they are constructed under the same contract as Capital Facilities. "Capital Facilities" as used in this Agreement does not include any such non-reimbursable work, and as a result, separate bid items and cost-tracking are required for the Capital Facilities and non-reimbursable work.

SECTION 2. PLANS. COMPANY agrees that the Capital Facilities shall be completed pursuant to plans and specifications which shall be approved by IRWD and used in awarding the construction contract (the "Plans and Specifications"), and which shall be deemed to incorporate the applicable portions of IRWD's latest edition of "Construction Manual for the Construction of Water, Sewer, and Recycled Water Facilities" (the "Construction Manual"). The Capital Facilities to be completed pursuant to the Plans and Specifications shall be contracted by COMPANY together with non-reimbursable work to be completed by COMPANY within the

Project relating to such Capital Facilities pursuant to Plans and Specifications prepared by COMPANY's design engineer.

**SECTION 3. BIDDING AND AWARD.** The parties agree that the construction of the Capital Facilities shall be included in COMPANY contract(s) proposed to be awarded for the Project and that the Capital Facilities shall be bid as a separate item or items that can be deleted. During the bidding process, COMPANY shall deliver to IRWD one (1) complete set of the bid documents for the Capital Facilities, including all related addenda, concurrently with the distribution to prospective bidders. Upon opening of bids by COMPANY, COMPANY will submit to IRWD a spreadsheet showing all bids received. IRWD will have a period of five (5) business days from the receipt of the bid results for review and approval of the bid results. COMPANY agrees that bids received for the construction of the Capital Facilities under each Supplemental Reimbursement Agreement shall be subject to the approval of IRWD prior to award of the construction contract(s) which include the Capital Facilities, and further agrees that in the event IRWD does not approve any such bids, such Supplemental Reimbursement Agreement may be terminated by either party upon twenty-four (24) hours' prior written notice, in which event COMPANY shall have no further obligation to construct the Capital Facilities under such Supplemental Reimbursement Agreement. In the event IRWD approves any such bids and a contract thereafter awarded for the Project by the COMPANY, IRWD's rights to terminate such Supplemental Reimbursement Agreement shall be governed by Section 13 below. The total estimated construction cost for such Capital Facilities is described in each Supplemental Reimbursement Agreement pertaining to such Capital Facilities; provided, however, the amount to be reimbursed by IRWD shall be based on the actual costs of construction. In all situations where IRWD has approved of the bid, COMPANY shall, promptly after award of the construction contract, furnish IRWD with one (1) original copy of the fully executed contract documents and one (1) copy of the bid package relating to the Capital Facilities received from the successful bidder.

**SECTION 4. REVISIONS AND CHANGE ORDERS.** COMPANY agrees that if, during construction, COMPANY requests or initiates any revision to the Plans and Specifications which would increase the cost of the Capital Facilities, such additional costs shall be borne by COMPANY, and shall not be reimbursed by IRWD, unless the revision is necessary for the successful completion of the Capital Facilities and results from the existence of a condition which could not reasonably have been foreseen at the time proposals were received. The cost of any such necessary unforeseeable changes and for any revisions requested or initiated by IRWD

which cause an increase in the cost of the Capital Facilities or the remainder of the Project shall be reimbursed by IRWD as provided herein.

COMPANY shall provide IRWD with any proposed change orders to such contract within five (5) business days of initiation of changed conditions to the contract, which change orders shall be subject to IRWD approval if and to the extent any of the Capital Facilities are affected thereby. IRWD shall accept responsibility for providing required written response to change order requests (i.e. approval or disapproval) affecting the Capital Facilities within five (5) business days of IRWD receipt of each change order request.

**SECTION 5. ACCEPTANCE; OWNERSHIP.** IRWD agrees to accept the Capital Facilities constructed pursuant to each Supplemental Reimbursement Agreement when completed by COMPANY in accordance with all requirements of the Plans and Specifications, including any change orders approved by IRWD as provided in Section 4 hereof. Upon the Effective Date of the Assignment Agreement referenced in Section 10 hereof, IRWD shall own such Capital Facilities and be responsible for the operation and maintenance thereof.

**SECTION 6. PROGRESS PAYMENTS; FINAL PAYMENT.** Following each progress payment made by COMPANY to its contractor, COMPANY may submit an invoice to IRWD setting forth IRWD's portion of the progress payment, accompanied by supporting documentation as may be necessary to show the portion thereof attributable to the Capital Facilities. Within thirty (30) days following IRWD's receipt of each such COMPANY invoice, IRWD shall pay COMPANY the amount of such invoice. Amounts paid pursuant to such progress payment invoices shall be subject to adjustment in the Final Accounting described hereinafter.

Within sixty (60) days of IRWD's final acceptance of the Capital Facilities, COMPANY shall prepare and submit to IRWD the following: (a) a final accounting (the "Final Accounting") of the Costs as defined in the Supplemental Reimbursement Agreement relating to such Capital Facilities, excluding the cost of preparation of any Supplemental Reimbursement Agreement, and (b) an invoice for the Costs, together with applicable receipts and documentation. Within thirty (30) days of IRWD's receipt of the Final Accounting and invoice, IRWD shall pay COMPANY the total amount of all the Costs, less the amount of progress payments previously paid by IRWD. If the total of the previously paid progress payments exceeds the total of the Costs reflected in the Final Accounting, COMPANY shall refund the difference to IRWD within thirty (30) days of COMPANY's submittal of the Final Accounting.

**SECTION 7. DESIGN AND INSPECTION.** IRWD shall have sole and absolute discretion as to all aspects of design and construction of the Capital Facilities, and IRWD shall be entitled to inspect the construction of the Capital Facilities as it deems necessary to assure compliance with the Plans and Specifications, including shop drawing review and/or material inspection thereof. IRWD shall have access to all phases of the Project work to be performed by COMPANY for the purpose of such inspection; provided, however, all questions regarding the work being performed will be directed to COMPANY's resident engineer. IRWD will promptly notify COMPANY in writing of any portion of the work on the Capital Facilities which appears not to conform to the Plans and Specifications and the specific basis for the allegation of non-conformity. The determination as to conformity of the Capital Facilities with the Plans and Specifications shall be made by IRWD. IRWD agrees not to unreasonably withhold its approval as to such conformity of the Capital Facilities with the Plans and Specifications. COMPANY shall require its contractor(s) to construct the Capital Facilities so that the Capital Facilities conform to the Plans and Specifications. COMPANY agrees to assume full responsibility for certifying or obtaining certification of the compaction of backfill material over the Capital Facilities.

**SECTION 8. RECORD DRAWINGS.** At the time of completion and acceptance of the Capital Facilities under each Supplemental Reimbursement Agreement, COMPANY will cause its contractor to furnish IRWD with one (1) copy of the contractor's redlined set of plans (showing all revisions, manufacturer and type of valves, pipe and fittings, as required by IRWD), and COMPANY will provide one (1) copy each of the compaction reports and certificates and survey notes and cut sheets.

**SECTION 9. LAWS, ORDINANCES, RULES & REGULATIONS.** COMPANY shall require in its contract for the construction of the Capital Facilities that its contractor be fully informed of and comply with all laws, ordinances, rules and regulations (including, but not limited to, all applicable requirements of the California Labor Code, prevailing wage laws, the Construction Manual and Rules and Regulations of IRWD) in connection with the construction of the Capital Facilities.

**SECTION 10. ASSIGNMENT OF COMPANY INTEREST.** Effective upon the Effective Date specified in the below-referenced Assignment Agreement, COMPANY disclaims any interest in the Capital Facilities and transfers and assigns any and all right, title, and interest it may have in the Capital Facilities. As evidence of such transfer and assignment, COMPANY shall execute and deliver to IRWD an Assignment Agreement at the time it enters any Supplemental Reimbursement Agreement subsequent thereto. Each Assignment Agreement

shall be in the form of Exhibit 2 attached to the form Supplemental Reimbursement Agreement attached hereto. Such assignment shall be effective as to the Capital Facilities upon the Effective Date specified in the Assignment Agreement. In addition to assigning all of COMPANY's right, title and interest in the Capital Facilities, the assignment shall include an assignment of all warranties, either express or implied, that relate to the Capital Facilities, under the contract (which shall include manufacturers warranties and contractor's guarantee that the Capital Facilities will be free from defects in workmanship and materials for a period of one (1) year from the Effective Date specified in the Assignment Agreement, together with contractor's obligation to bring or restore the Capital Facilities into full compliance with the Plans and Specifications to the extent of any portion of the Capital Facilities are found not to comply with the Plans and Specifications).

**SECTION 11. INDEMNIFICATION.** COMPANY shall indemnify, defend and hold IRWD, and its officers, agents, and employees, harmless from any expense, liability or claim (including, but not limited to mechanic liens) for death, injury, loss, damage or expense to persons or property which may arise or is claimed to have arisen during construction of the Capital Facilities, as a result of any work or action performed by COMPANY, or on behalf of COMPANY, except for the portion, if any, of any such death, injury, loss, damage or expense which is determined by a court of competent jurisdiction to have been proximately caused in whole or in part by any act, omission, or negligence of IRWD, its officers, agents, employees or engineers or by any act or omission for which IRWD, its officers, agents, employees or engineers are liable without fault.

IRWD shall indemnify, defend and hold COMPANY, its officers, agents, and employees, harmless from any expense, liability or claim for death, injury, loss, damage or expense to persons or property which may arise or is claimed to have arisen either (i) as a result of any act or omission or negligence of IRWD, its officers, agents, or employees; or (ii) following IRWD's acceptance of the Capital Facilities, with respect to maintenance and operation, except for the portion, if any, of any such death, injury, loss, damage or expense which is determined by a court of competent jurisdiction to have been proximately caused in whole or in part by any negligence of COMPANY, its officers, agents, employees or engineers, or by any act or omission for which COMPANY, its officers, agents, employees or engineers are liable without fault.

**SECTION 12. INSURANCE AND BONDING.** COMPANY shall cause its contractor(s) to provide performance and payment bonds for the Project of which the Capital Facilities are a part, and to obtain insurance coverage sufficiently broad to insure the matters set

forth in this Agreement and any such Supplemental Reimbursement Agreement, and to include IRWD, and to the extent feasible, its officers, employees, and engineers (whether in-house or independent contractors), as additional insureds on all insurance policies that COMPANY requires its contractor(s) to provide. As evidence of such insurance coverage, COMPANY will provide IRWD with certificates of insurance from COMPANY's contractor(s) and insurance endorsements in forms that are reasonably acceptable to IRWD prior to commencement of construction of the Capital Facilities under each Supplemental Reimbursement Agreement.

**SECTION 13. TERMINATION.** In the event IRWD believes that COMPANY has defaulted in its obligations under this Agreement or any Supplemental Reimbursement Agreement, IRWD shall provide written notice of such alleged default to COMPANY, which notice shall specifically describe the basis for, and facts supporting, the alleged default and the applicable provision(s) of this Agreement and/or the Supplemental Reimbursement Agreement which IRWD asserts have been breached (hereinafter, a "Default Notice"). COMPANY shall have thirty (30) days to cure any default alleged in a Default Notice (unless the default is incapable of being cured within such thirty (30) day period, in which event COMPANY shall have commenced the cure of the default within such thirty (30) day period and shall diligently pursue the Cure to completion within a reasonable time) (hereinafter, a "Cure"). If the COMPANY fails to Cure within the specified time period, IRWD shall thereafter have the right to terminate this Agreement or any Supplemental Reimbursement Agreement entered subsequent hereto at any time by providing five (5) business days' prior written notice to COMPANY. If at the request or direction of a party other than COMPANY, including IRWD, the construction of the Capital Facilities under a Supplemental Reimbursement Agreement is not accomplished or completed, IRWD shall remain obligated for the actual amount of the Costs incurred by COMPANY through the date COMPANY actually receives notice of termination or incurred by COMPANY after the date of termination for work necessary to close or leave the IRWD FACILITIES-related work in a safe condition. In the event this Agreement or any Supplemental Reimbursement Agreement is terminated for any reason, the parties agree to negotiate a mutually satisfactory schedule for construction of the Capital Facilities under the impacted Supplemental Reimbursement Agreement.

**SECTION 14. NOTICE.** Any notice or other written instrument required or permitted by this Agreement to be given to either party shall be deemed received when personally served or forty-eight (48) hours after being deposited in the U.S. Mail, postage prepaid, registered or certified and addressed as follows:

**IRWD:** Irvine Ranch Water District  
15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, CA 92619-7000  
Attn: General Manager

**COMPANY:** Heritage Fields El Toro, LLC  
25 Enterprise, Suite 400  
Aliso Viejo, California 92656  
Attn: Jennifer Bohlen

with a copy to: Heritage Fields El Toro, LLC  
25 Enterprise, Suite 400  
Aliso Viejo, California 92656  
Attn: General Counsel

**SECTION 15. SUCCESSORS AND ASSIGNS.** This Agreement, and each Supplemental Reimbursement Agreement entered subsequent hereto, shall be binding upon and inure to the benefit of the successors and assigns of IRWD and COMPANY. This Agreement, together with each Supplemental Reimbursement Agreement entered subsequent hereto, constitutes the entire Agreement between COMPANY and IRWD and supersedes all prior understandings and agreements between the parties with respect to the Capital Facilities constructed under each respective Supplemental Reimbursement Agreement. This Agreement and any Supplemental Reimbursement Agreement may be modified only in writing, signed by all parties hereto.

**SECTION 16. LEGAL FEES.** In the event of any declaratory or other legal or equitable action instituted between IRWD and COMPANY in connection with this Agreement or any Supplemental Reimbursement Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

**SECTION 17. DELAYS.** Neither of the parties hereto shall be responsible for any delay in its performance hereunder resulting from shortage of labor or materials, delivery delay, major equipment breakdown, breach of contract by a third party, strike, labor disturbance, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, act of public enemy, earthquake, governmental rule, regulation or order, including orders or judgments of any court or regulatory body, governmental delay, act of God, or from any other cause or condition beyond the reasonable control of the parties.

**SECTION 18. APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**SECTION 19. DEEMED APPROVAL.** Except as otherwise specifically provided in this Agreement, any approval required to be given by either party pursuant to this Agreement shall be deemed given if no response to the party's request for such approval is received by the requesting party within fifteen (15) days following the written request for such approval.

**SECTION 20. SEVERABILITY.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or other unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 21. APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**SECTION 22. WAIVER.** The waiver of any provision of this Agreement by either party shall not be deemed to be a waiver of any other provision or of any preceding or subsequent breach hereunder.

[Signature Page of Reimbursement Agreement]

IN WITNESS WHEREOF, the parties to the Agreement have executed this Agreement on the date first hereinabove written.

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel, IRWD

By \_\_\_\_\_

IRVINE RANCH WATER DISTRICT

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[SIGNATURES CONTINUED]

**HERITAGE FIELDS EL TORO, LLC,**  
a Delaware limited liability company

**By: Heritage Fields El Toro Sole Member LLC,**  
a Delaware limited liability company  
Its: Sole Member

**By: Heritage Fields LLC,**  
a Delaware limited liability company  
Its: Sole Member

**By: Lennar Heritage Fields, LLC,**  
a California limited liability company  
Its: Administrative Member

**By: Lennar Homes of California, Inc.,**  
a California corporation  
Its: Sole Member

**By: \_\_\_\_\_**

**Print Name: \_\_\_\_\_**

**Print Title: \_\_\_\_\_**

**EXHIBIT "A"**  
**to Reimbursement Agreement**

**SUPPLEMENTAL REIMBURSEMENT AGREEMENT**  
**BY AND BETWEEN**  
**IRVINE RANCH WATER DISTRICT**  
**AND**  
**HERITAGE FIELDS EL TORO, LLC**

This SUPPLEMENTAL REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Irvine Ranch Water District, a California water district formed and existing pursuant to the California Water District Law of the State of California ("IRWD"), and Heritage Fields El Toro, LLC, a Delaware limited liability company ("COMPANY"). All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Reimbursement Agreement.

WHEREAS, IRWD and COMPANY have previously entered into that certain Reimbursement Agreement dated \_\_\_\_\_ ("Reimbursement Agreement") respecting construction of Capital Facilities; and

WHEREAS, said Reimbursement Agreement made reference to the fact that certain supplemental agreements would be entered into by the parties regarding construction of Capital Facilities and reimbursement therefor consistent with the provisions of said Reimbursement Agreement; and

WHEREAS, the parties now wish to enter this Agreement regarding the construction of Capital Facilities described below, subject to all of the terms of the Reimbursement Agreement, except as provided herein.

NOW, THEREFORE, the parties agree, in consideration of the mutual promises and covenants hereinafter set forth, do agree as follows:

1. Except as provided herein, the parties hereby incorporate by reference all of the terms and conditions of the Reimbursement Agreement into this Agreement.

2. The name of the Project to which this Agreement pertains is: \_\_\_\_\_

\_\_\_\_\_

The Project is depicted on Exhibit 1 attached to this Agreement.

3. The Capital Facilities to be constructed pursuant to this Agreement are as follows: [describe type, diameter, approximate linear footage, etc.; include any detailed drawing as Exhibit 3 if needed] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. The total costs for the Capital Facilities shall include, but not limited to, the actual costs for construction, surveying, compaction testing, permits, construction bonds, legal fees and an administration fee equal to one percent (1%) of the actual cost of construction (all such actual costs are collectively referred to as the "Costs"). The estimated amount of the Costs is \_\_\_\_\_.

5. The following special terms apply to the construction of the Capital Facilities under this Agreement and supersede the provisions of the original Reimbursement Agreement referenced above: [if none, state "None."] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

6. In accordance with Section 10 of the Reimbursement Agreement, COMPANY is executing concurrently herewith an Assignment Agreement in the form of Exhibit 2, to be effective upon the Effective Date specified in the Assignment Agreement.

IN WITNESS WHEREOF, the parties have entered this Agreement as of the date set forth above.

IRVINE RANCH WATER DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
General Manager

[SIGNATURES CONTINUED]

**HERITAGE FIELDS EL TORO, LLC,**  
a Delaware limited liability company

**By: Heritage Fields El Toro Sole Member LLC,**  
a Delaware limited liability company  
Its: Sole Member

**By: Heritage Fields LLC,**  
a Delaware limited liability company  
Its: Sole Member

**By: Lennar Heritage Fields, LLC,**  
a California limited liability company  
Its: Administrative Member

**By: Lennar Homes of California, Inc.,**  
a California corporation  
Its: Sole Member

**By: \_\_\_\_\_**

**Print Name: \_\_\_\_\_**

**Print Title: \_\_\_\_\_**

**EXHIBIT "1"**  
to  
**Supplemental Reimbursement Agreement**

**[Insert map, showing Project's location and approximate limits]**

**EXHIBIT "2"**  
to  
**Supplemental Reimbursement Agreement**

**Assignment Agreement**

This Assignment Agreement is made as of \_\_\_\_\_, 20\_\_, by and between HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company ("Assignor"), to IRVINE RANCH WATER DISTRICT, a California water district formed and existing pursuant to the California Water District Law of the State of California ("Assignee") based upon the following recitals:

A. Assignor has previously (or will, prior to the Effective Date hereof, have) entered into that certain Construction Contract to the Project and Capital Facilities identified in Schedule A hereto (the "Construction Contract").

B. Assignee desires to acquire (I) Assignor's right, title and interest in and to the Capital Facilities constructed under the Construction Contract, and (II) the warranty rights of Assignor as to the Capital Facilities under the Construction Contract, and Assignor desires to assign such rights to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Effective upon the date specified in Section 2 hereof (the "Effective Date"), Assignor assigns and transfers to Assignee all of Assignor's right, title, claim and interest in and to (a) the Capital Facilities constructed pursuant to the Construction Contract, and (b) the warranties and guarantees of contractor as to the Capital Facilities constructed pursuant to the Construction Contract. This Assignment is made by Assignor pursuant to the provisions of Section 10, entitled "Assignment of Interest", contained in that certain Reimbursement Agreement between Assignor and Assignee dated as of \_\_\_\_\_.

2. **EFFECTIVE DATE.** The Effective Date shall be the date of the filing of the Notice of Completion for the Construction Contract unless a different date is inserted in the following space: \_\_\_\_\_.

3. **TRANSFER OF DOCUMENTATION.** On or prior to the Effective Date, Assignor shall provide Assignee with a copy of the Construction Contract.

IN WITNESS WHEREOF, Assignor has executed this Assignment Agreement as of the date first above written.

**ASSIGNOR:**

**HERITAGE FIELDS EL TORO, LLC,**  
a Delaware limited liability company

**By: Heritage Fields El Toro Sole Member LLC,**  
a Delaware limited liability company  
Its: Sole Member

**By: Heritage Fields LLC,**  
a Delaware limited liability company  
Its: Sole Member

**By: Lennar Heritage Fields, LLC,**  
a California limited liability company  
Its: Administrative Member

**By: Lennar Homes of California, Inc.,**  
a California corporation  
Its: Sole Member

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

Schedule A  
to  
Assignment Agreement

This Schedule A to Assignment Agreement relates to the assignment of certain matters pursuant to the Supplemental Reimbursement Agreement between Assignor and Assignee dated \_\_\_\_\_ ("Supplemental Reimbursement Agreement").

Insert name of Project from Section 2 of Supplemental Reimbursement Agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insert description of Capital Facilities from Section 3 of Supplemental Reimbursement Agreement: \_\_\_\_\_  
\_\_\_\_\_

Contractor's Name: \_\_\_\_\_

License No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

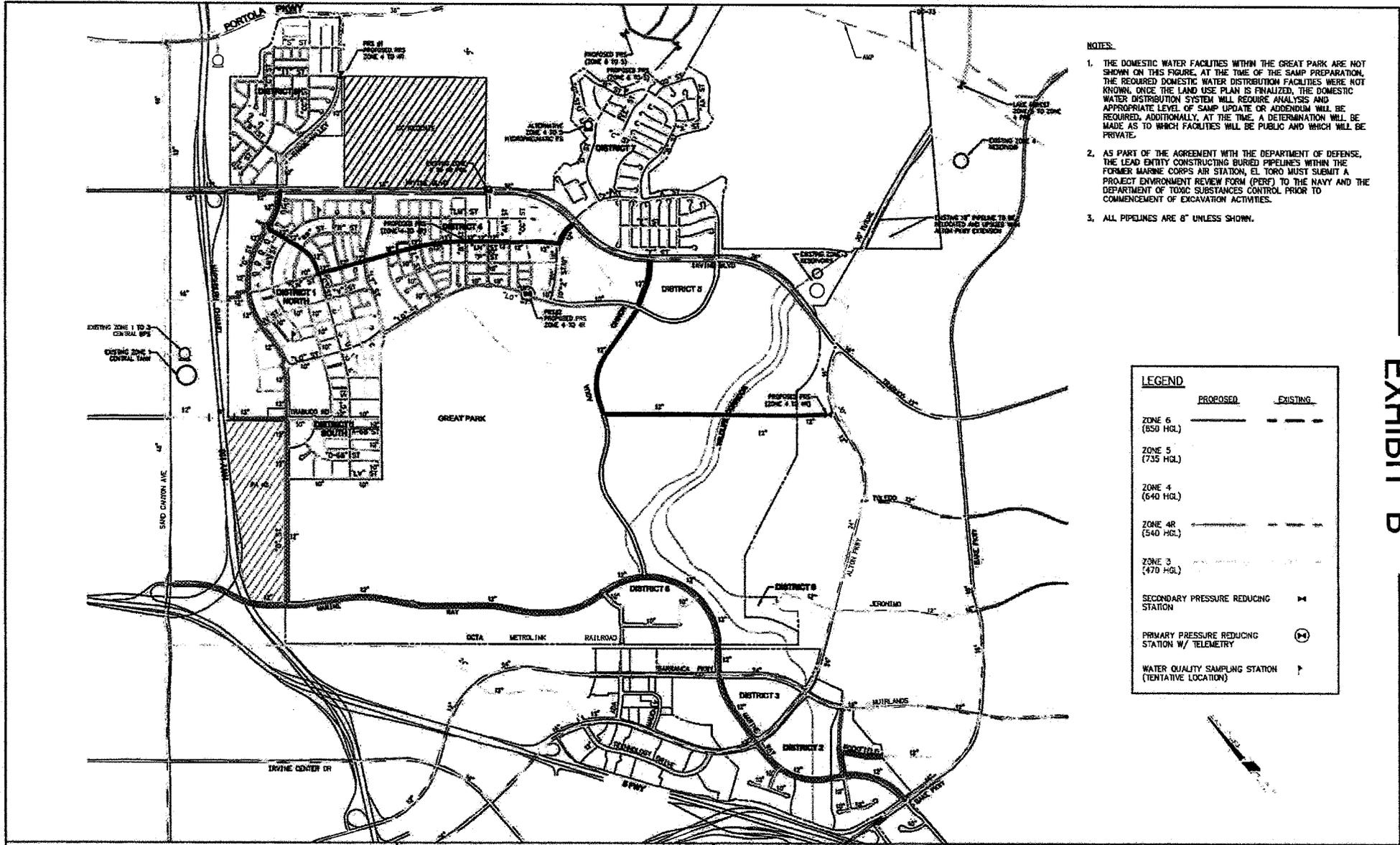
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**EXHIBIT "3"**  
**to**  
**Supplemental Reimbursement Agreement**

**[Insert detailed map if available]**  
**As required**

B-1



- NOTES:
1. THE DOMESTIC WATER FACILITIES WITHIN THE GREAT PARK ARE NOT SHOWN ON THIS FIGURE. AT THE TIME OF THE SAMP PREPARATION, THE REQUIRED DOMESTIC WATER DISTRIBUTION FACILITIES WERE NOT KNOWN. ONCE THE LAND USE PLAN IS FINALIZED, THE DOMESTIC WATER DISTRIBUTION SYSTEM WILL REQUIRE ANALYSIS AND APPROPRIATE LEVEL OF SAMP UPDATE OR ADDENDUM WILL BE REQUIRED. ADDITIONALLY, AT THE TIME, A DETERMINATION WILL BE MADE AS TO WHICH FACILITIES WILL BE PUBLIC AND WHICH WILL BE PRIVATE.
  2. AS PART OF THE AGREEMENT WITH THE DEPARTMENT OF DEFENSE, THE LEAD ENTITY CONSTRUCTING BURIED PIPELINES WITHIN THE FORMER MARINE CORPS AIR STATION, EL TORO MUST SUBMIT A PROJECT ENVIRONMENT REVIEW FORM (PERF) TO THE NAVY AND THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES.
  3. ALL PIPELINES ARE 8" UNLESS SHOWN.

LEGEND	
PROPOSED	EXISTING
ZONE 6 (850 HGL.)	---
ZONE 5 (735 HGL.)	---
ZONE 4 (640 HGL.)	---
ZONE 4R (640 HGL.)	---
ZONE 3 (470 HGL.)	---
SECONDARY PRESSURE REDUCING STATION	⊠
PRIMARY PRESSURE REDUCING STATION W/ TELEMTRY	⊕
WATER QUALITY SAMPLING STATION (TENTATIVE LOCATION)	⊙



EXHIBIT "B"

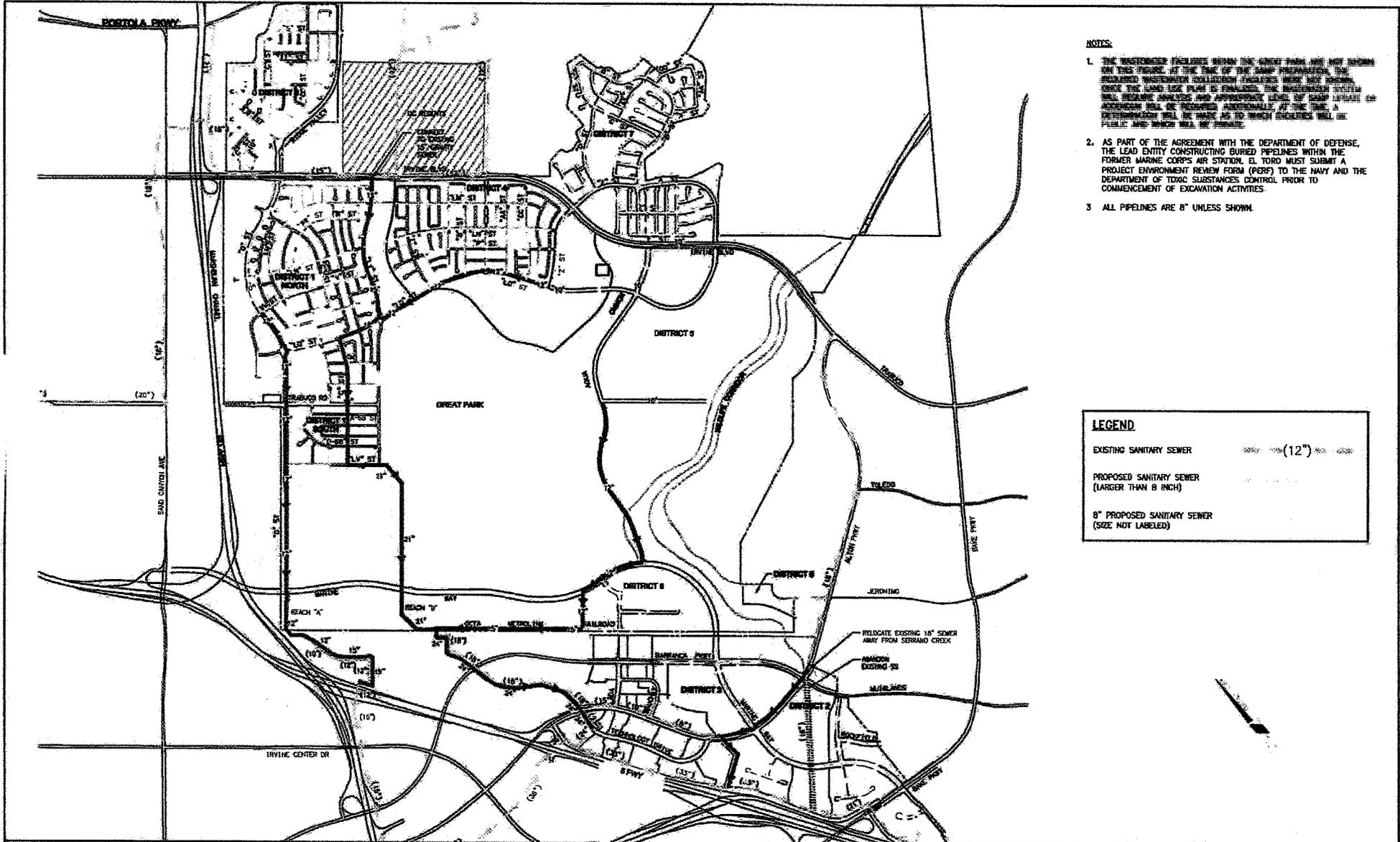
PREPARED FOR: IRVINE RANCH WATER DISTRICT  
 DATE: APRIL 26, 2011  
 PROJECT: GREAT PARK SUB-AREA MASTER PLAN (2011 UPDATE)  
 SHEET: B-1 OF 3

**RBF CONSULTING**  
 PLANNING • DESIGN • CONSTRUCTION  
 3075 ALTON PARKWAY  
 IRVINE, CALIFORNIA 92614-0077  
 949.253.2625 • FAX 949.253.2627 • WWW.RBF.COM

PREPARED FOR:  
**IRVINE RANCH WATER DISTRICT**  


IRVINE RANCH WATER DISTRICT  
 GREAT PARK / GREAT PARK NEIGHBORHOODS  
 SUB-AREA MASTER PLAN  
 (2011 UPDATE)  
**PROPOSED DOMESTIC WATER FACILITIES**

B-2



- NOTES:**
1. THE RELOCATED FACILITIES SHOWN ON THESE PLANS ARE NOT SHOWN ON THIS FIGURE AT THE TIME OF THE PLAN PREPARATION. THE PROPOSED WASTEWATER COLLECTION FACILITIES WERE NOT DETERMINED UNTIL THE LAND USE PLAN IS FINALIZED. THE WASTEWATER FACILITIES WILL INCLUDE PIPELINES AND APPROPRIATE LEVELS OF GRADE. LOCATIONS OF FACILITIES WILL BE MADE AS TO WHICH FACILITIES WILL BE PUBLIC AND WHICH WILL BE PRIVATE.
  2. AS PART OF THE AGREEMENT WITH THE DEPARTMENT OF DEFENSE, THE LEAD ENTITY CONSTRUCTING BURIED PIPELINES WITHIN THE FORMER MARINE CORPS AIR STATION, EL TORO MUST SUBMIT A PROJECT ENVIRONMENT REVIEW FORM (PERF) TO THE NAVY AND THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES.
  3. ALL PIPELINES ARE 8" UNLESS SHOWN.

**LEGEND**

EXISTING SANITARY SEWER      (12")

PROPOSED SANITARY SEWER (LARGER THAN 8 INCH)

8" PROPOSED SANITARY SEWER (SIZE NOT LABELED)

ALL RIGHTS RESERVED BY THE DISTRICT. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

**RBF**  
CONSULTING

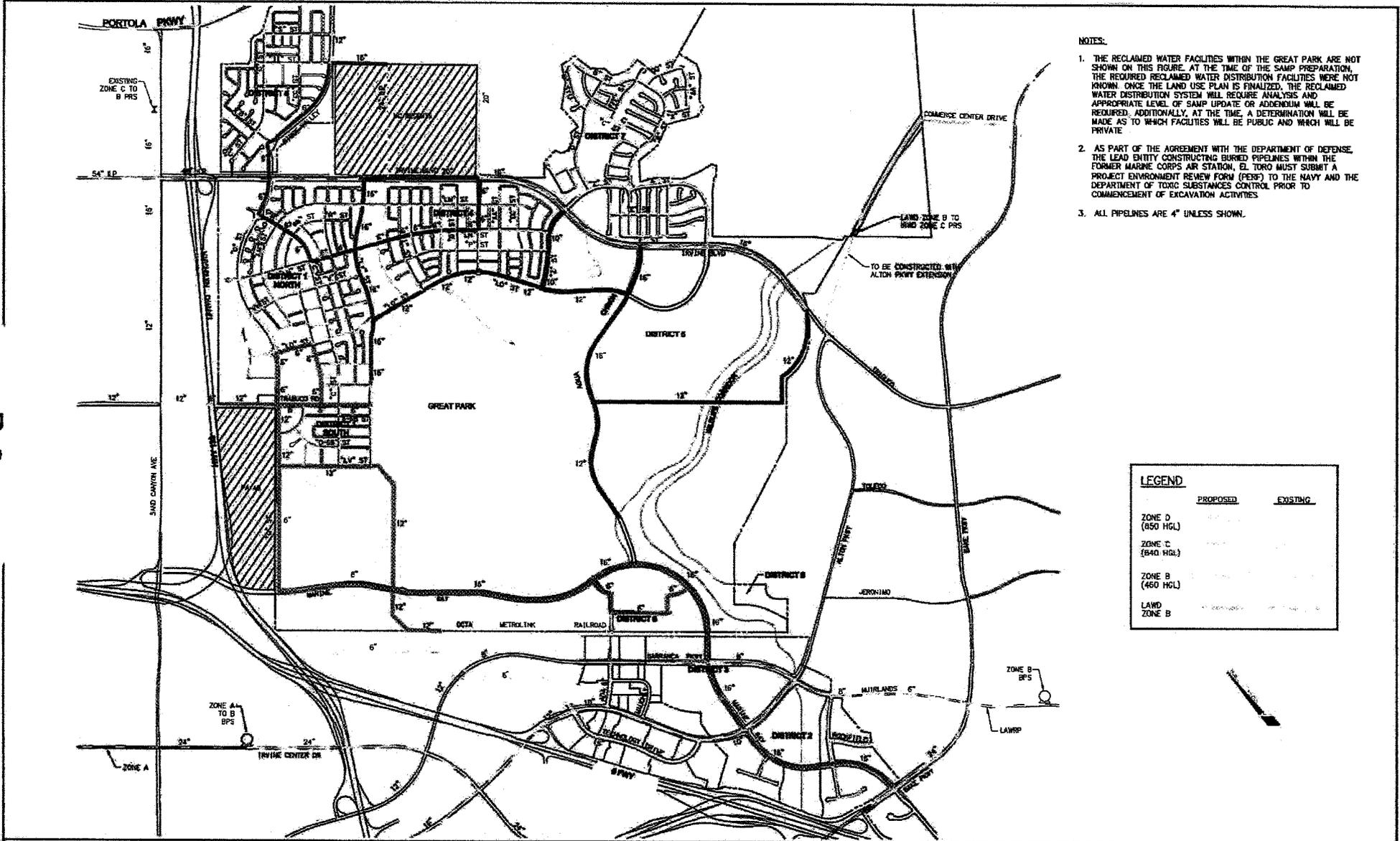
IRVINE RANCH WATER DISTRICT

IRVINE RANCH WATER DISTRICT  
GREAT PARK / GREAT PARK NEIGHBORHOODS  
SUB-AREA MASTER PLAN  
(2011 UPDATE)

**PROPOSED SEWER COLLECTION FACILITIES**

FIG. 4-1

B-3



- NOTES:**
1. THE RECLAIMED WATER FACILITIES WITHIN THE GREAT PARK ARE NOT SHOWN ON THIS FIGURE. AT THE TIME OF THE SAMP PREPARATION, THE REQUIRED RECLAIMED WATER DISTRIBUTION FACILITIES WERE NOT KNOWN. ONCE THE LAND USE PLAN IS FINALIZED, THE RECLAIMED WATER DISTRIBUTION SYSTEM WILL REQUIRE ANALYSIS AND APPROPRIATE LEVEL OF SAMP UPDATE OR ADDENDUM WILL BE REQUIRED. ADDITIONALLY, AT THE TIME, A DETERMINATION WILL BE MADE AS TO WHICH FACILITIES WILL BE PUBLIC AND WHICH WILL BE PRIVATE.
  2. AS PART OF THE AGREEMENT WITH THE DEPARTMENT OF DEFENSE, THE LEAD ENTITY CONSTRUCTING BURIED PIPELINES WITHIN THE FORMER MARINE CORPS AIR STATION, EL TORO MUST SUBMIT A PROJECT ENVIRONMENT REVIEW FORM (PERF) TO THE NAVY AND THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES.
  3. ALL PIPELINES ARE 4" UNLESS SHOWN.

LEGEND	
PROPOSED	EXISTING
Zone D (850 HGL)	
Zone C (840 HGL)	
Zone B (460 HGL)	
Land Zone B	

PREPARED FOR: IRVINE RANCH WATER DISTRICT  
 DATE: APRIL 2011  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**RBF**  
 CONSULTING  
 11725 ALTON PARKWAY  
 IRVINE, CALIFORNIA 92618-3927  
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PREPARED FOR:  
**IRVINE RANCH WATER DISTRICT**


IRVINE RANCH WATER DISTRICT  
 GREAT PARK / GREAT PARK NEIGHBORHOODS  
 SUB-AREA MASTER PLAN  
 (2011 UPDATE)  
**PROPOSED NON-POTABLE WATER FACILITIES**

FIG. 5-3

AS  
August 13, 2012  
Prepared by: T. Bonkowski/M. Cortez  
Submitted by: K. Burton  
Approved by: Paul Cook

CONSENT CALENDAR

METER AND VALVE VAULT LID REPLACEMENT PROJECT, PHASE 1  
FINAL ACCEPTANCE

SUMMARY:

The Meter and Valve Vault Lid Replacement Project, Phase I, has been completed by GCI Construction, Inc. (GCI). This project has received final inspection by staff and acceptance of this project is recommended.

BACKGROUND:

GCI was awarded the project's construction contract to replace nine vault lids in parkways, sidewalks and roadway shoulders in various locations within the District. The existing lids were in varying degrees of disrepair due to corrosion and the safety of IRWD personnel opening, entering and closing these vault lids was a concern. A number of the lids could not be secured due to the corrosion of the hardware, while unsecured steel plates were also used on some vaults. During construction, staff identified three additional vault lids that needed replacement in the Santiago, Silverado and Modjeska Canyon areas; these were included as additional work to the original contract.

Project Title:	Meter and Valve Vault Lid Replacement Project, Phase 1
Project Nos.:	11358 (1800) and 31358 (1065)
Design Engineer:	Arcadis-US, Inc.
Contractor:	GCI Construction, Inc.
Original Contract Cost:	\$91,500
Final Contract Cost:	\$128,579.52
Original Contract Days:	150
Final Contract Days:	151
Total Budget:	\$270,100
Total Project Cost (Est.):	\$223,865
Final Change Order Approved On:	July 31, 2012

FISCAL IMPACTS:

Projects 11358 (1800) and 31358 (1065) were included in the FY 2011-12 Capital Budget. The existing budget and Expenditure Authorizations were sufficient to complete this project.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ACCEPT CONSTRUCTION OF THE METER AND VALVE VAULT LID REPLACEMENT PROJECT, PHASE 1, PROJECTS 11358 (1800) AND 31358 (1065); AUTHORIZE FILING OF A NOTICE OF COMPLETION; AND AUTHORIZE THE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

None.

August 13, 2012

Prepared By: T. Bonkowski

Submitted by: D. Pedersen *D.P.*

Approved by: Paul Cook *P. Cook*

## CONSENT CALENDAR

### GENERATOR INTERCONNECTION AGREEMENT AND SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE WITH SOUTHERN CALIFORNIA EDISON FOR OC-39 HYDROELECTRIC GENERATING FACILITY

#### SUMMARY:

The California Public Utilities Commission (CPUC) recently adopted updated regulations that necessitate execution of new power purchase agreements between qualified energy producers and investor-owned utilities. Staff recommends that the Board authorize the General Manager to execute the Generator Interconnection Agreement and Service Agreement for Wholesale Distribution Service with Southern California Edison (SCE) for the existing OC-39 Hydroelectric Generating Facility to conform to these new regulations.

#### BACKGROUND:

The Irvine Ranch Water District (IRWD) owns and operates a small Hydroelectric Generating Facility (Facility) on University Drive adjacent to Mason Regional Park. The Facility produces up to 191 kilowatts of energy when high-pressure water from the OC-39 turnout is supplied to IRWD's water distribution system. The energy produced by the Facility is supplied back to the electrical grid and purchased by SCE pursuant to the terms of a Power Purchase Agreement. The existing Agreement between SCE and IRWD was executed on February 15, 2005 and extended on October 26, 2009.

On December 21, 2010, the CPUC adopted Decision 10-12-035, establishing new regulatory provisions that necessitate the execution of new power purchase agreements between qualified energy producers and investor-owned utilities. SCE prepared the Generator Interconnection Agreement (Exhibit "A") and Service Agreement for Wholesale Distribution Service (Exhibit "B") to conform to the regulatory provisions stipulated by Decision 10-12-035. SCE requires that IRWD execute the agreements to continue operating the Facility.

The terms of the updated agreements are not expected to have a significant impact on IRWD. In fact, IRWD may obtain a slightly more favorable rate from SCE for the energy produced by the Facility because of a change in methodology used for determining SCE's avoided cost of energy.

#### FISCAL IMPACTS:

A monthly Facilities Charge of \$87.84 is required to reimburse SCE for costs associated with distributing energy produced by the Facility back to the electrical grid. Sufficient funds are available in the approved Fiscal Year 2012-13 Operating Budget for the Facilities Charge.

Consent Calendar: Generator Interconnection Agreement and Service Agreement for Wholesale Distribution Service with Southern California Edison for the OC-39 Hydroelectric Generation Facility

August 13, 2012

Page 2

ENVIRONMENTAL COMPLIANCE:

This action does not constitute a project pursuant to Section 15378 of the California Code of Regulations, Title 17, Division 6, Chapter 3.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on July 24, 2012.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE GENERATOR INTERCONNECTION AGREEMENT AND SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE WITH SCE FOR THE EXISTING OC-39 HYDROELECTRIC GENERATING FACILITY.

LIST OF EXHIBITS:

Exhibit "A" – Generator Interconnection Agreement

Exhibit "B" – Service Agreement for Wholesale Distribution Service

**EXHIBITS “A” AND “B”**

**A COPY OF  
EXHIBITS “A” AND “B”  
MAY BE OBTAINED  
FROM THE  
DISTRICT SECRETARY**

August 13, 2012

Prepared by: Wayne Posey

Submitted by: D. Pedersen

Approved by: Paul Cook 

## CONSENT CALENDAR

### APPROVAL OF IRWD'S SHARE OF SOCWA'S FISCAL YEAR 2012-13 BUDGET

#### SUMMARY:

The purpose of this item is to present IRWD's share of the South Orange County Wastewater Authority (SOCWA) Fiscal Year (FY) 2012-13 budget in the amount of \$342,200 which reflects an increase of \$46,760 from the FY 2011-12 budget. Staff recommends that the Board approve IRWD's share of the SOCWA budget.

#### BACKGROUND:

The Irvine Ranch Water District (IRWD) is a member agency of SOCWA for the Los Alisos Water Recycling Plant (LAWRP) effluent disposal capacity within SOCWA's Aliso Creek Ocean Outfall. IRWD is responsible to fund a portion of SOCWA's General Fund; Project Committee 2 Water Reclamation Permitting; Pretreatment Program; and Project Committee 21 and 24 Capital Replacement, Operation, and Maintenance expenses. These expenses are allocated based on capacity ownership and a percentage of agencies' effluent flows.

The SOCWA budget is subject to the approval of each member agencies' governing body. IRWD's portion of SOCWA's budget for FY 2012-13 is \$342,200 as shown in Exhibit "A". This reflects an increase of \$46,760 from FY 2011-12, which is attributed to the addition of a \$100,000 Capital Project for the Aliso Creek Effluent Transmission Main Erosion Assessment Project and IRWD's budgeted decrease in SOCWA discharge flows. The SOCWA discharge flow from LAWRP is expected to decrease due to a higher amount of recycled water being produced at LAWRP for FY 2012-13.

#### FISCAL IMPACTS:

Sufficient funds are included in IRWD's approved FY 2012-13 Operating Budget for these costs.

#### ENVIRONMENTAL COMPLIANCE:

Not Applicable.

#### COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on July 24, 2012.

RECOMMENDATION:

THAT THE BOARD APPROVE IRWD'S SHARE OF THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY FISCAL YEAR 2012-13 BUDGET IN THE AMOUNT OF \$342,200.

LIST OF EXHIBITS:

Exhibit "A" - SOCWA Allocation of Costs by Project Committee/Member Agencies  
FY 2012-13 Budgets

**SOUTH ORANGE COUNTY WASTEWATER AUTHORITY  
ALLOCATION OF COSTS BY PROJECT COMMITTEES/MEMBER AGENCIES  
FISCAL YEAR 2013 BUDGETS**

<b>F/Y Project Committees</b>	<b>TOTAL</b>	<b>CLB</b>	<b>CSC</b>	<b>CSJC</b>	<b>EBSD</b>	<b>ETWD</b>	<b>IRWD</b>	<b>MNWD</b>	<b>SCWD</b>	<b>SMWD</b>	<b>TCWD</b>
<b>General Fund</b>	\$254,000	\$25,990	\$24,400	\$28,800	\$24,600	\$28,000	\$27,600	\$33,400	\$29,500	\$28,700	\$3,010
PC 2 JB Latham (Dana Point) Treatment Plant Operations	5,300,000	0	0	1,623,400	0	0	0	969,400	1,349,400	1,357,800	0
PC 3(A) MNWD/SMWD Treatment Plant Operations	2,246,000	0	0	0	0	0	0	2,069,200	0	156,800	0
PC 5 Ocean Outfall - (San Juan Creek)	720,000	0	120,400	128,400	0	0	0	99,800	101,600	271,800	0
PC 2 SO - Water Reclamation Permitting	168,000	0	0	12,700	0	11,000	20,200	51,200	16,000	40,500	16,400
PC 15 - Coastal Treatment Plant Operations	2,456,000	1,142,200	0	0	52,400	0	0	175,400	1,086,000	0	0
PC 17 - Regional Treatment Plant Operations	8,576,000	469,000	0	0	18,400	578,800	0	5,182,600	327,200	0	0
PC 21 - Effluent Transmission Main	68,000	0	0	0	0	24,200	24,200	19,600	0	0	0
PC 23 - North Coast Interceptor	430,400	413,400	0	0	17,000	0	0	0	0	0	0
PC 24 - Ocean Outfall (Aliso Creek)	640,000	77,700	0	0	3,800	137,500	154,200	216,100	50,700	0	0
Pretreatment Program	230,000	15,000	15,000	25,000	1,200	12,000	16,000	48,000	39,000	58,800	0
<b>Sub-Total F/Y P.C.'s</b>	<b>19,088,400</b>	<b>2,143,290</b>	<b>159,800</b>	<b>1,816,300</b>	<b>117,400</b>	<b>791,500</b>	<b>242,200</b>	<b>8,884,700</b>	<b>2,999,400</b>	<b>1,914,400</b>	<b>19,410</b>
<b>Capital Project Committees</b>											
PC 2R JB Latham (Dana Point) Plant Capital Projects	7,592,000	0	0	2,320,900	0	0	0	1,723,500	2,016,500	1,531,100	0
PC 3(A)R MNWD/SMWD Plant Capital Projects	770,200	0	0	0	0	0	0	553,600	0	218,600	0
PC 5 Ocean Outfall - Capital Projects	0	0	0	0	0	0	0	0	0	0	0
PC 15R - Coastal Treatment Plant Capital Projects	3,946,000	1,467,500	0	0	115,700	0	0	1,132,300	1,230,500	0	0
PC 17R - Regional Treatment Plant Capital Projects	2,205,800	74,630	0	0	3,910	131,060	0	1,936,500	59,700	0	0
PC 21 - Effluent Transmission Main	200,000	0	0	0	0	100,000	100,000	0	0	0	0
PC 23 - North Coast Interceptor	0	0	0	0	0	0	0	0	0	0	0
<b>Sub-Total Capital Project Committees</b>	<b>14,714,000</b>	<b>1,542,130</b>	<b>0</b>	<b>2,320,900</b>	<b>119,610</b>	<b>231,060</b>	<b>100,000</b>	<b>5,345,900</b>	<b>3,308,700</b>	<b>1,747,700</b>	<b>0</b>
<b>Total Fiscal Year 2013</b>	<b>\$33,802,400</b>	<b>\$3,685,420</b>	<b>\$159,800</b>	<b>\$4,137,200</b>	<b>\$237,010</b>	<b>\$1,022,560</b>	<b>\$342,200</b>	<b>\$14,230,600</b>	<b>\$6,308,100</b>	<b>\$3,662,100</b>	<b>\$19,410</b>
<b>FISCAL YEAR 2012 BUDGETS</b>											
<b>F/Y Project Committees</b>	<b>TOTAL</b>	<b>CLB</b>	<b>CSC</b>	<b>CSJC</b>	<b>EBSD</b>	<b>ETWD</b>	<b>IRWD</b>	<b>MNWD</b>	<b>SCWD</b>	<b>SMWD</b>	<b>TCWD</b>
<b>General Fund</b>	\$258,000	\$26,340	\$24,880	\$29,260	\$25,040	\$28,560	\$28,040	\$33,780	\$29,960	\$29,150	\$3,010
PC 2 JB Latham (Dana Point) Treatment Plant Operations	5,266,000	0	0	1,672,800	0	0	0	903,000	1,363,600	1,326,600	0
PC 3(A) MNWD/SMWD Treatment Plant Operations	2,265,000	0	0	0	0	0	0	2,106,200	0	158,800	0
PC 5 Ocean Outfall - (San Juan Creek)	697,000	0	112,000	127,500	0	0	0	85,500	98,000	273,900	0
PC 2 SO - Water Reclamation Permitting	155,000	0	0	13,200	0	0	14,900	58,600	16,800	34,000	17,500
PC 15 - Coastal Treatment Plant Operations	2,416,000	1,114,400	0	0	50,200	0	0	172,200	1,079,200	0	0
PC 17 - Regional Treatment Plant Operations	6,512,000	467,800	0	0	17,800	554,200	0	5,144,400	327,800	0	0
PC 21 - Effluent Transmission Main	228,000	0	0	0	0	62,800	62,800	100,400	0	0	0
PC 23 - North Coast Interceptor	371,100	357,100	0	0	14,000	0	0	0	0	0	0
PC 24 - Ocean Outfall (Aliso Creek)	579,000	70,100	0	0	3,100	124,000	174,100	164,900	42,800	0	0
Pretreatment Program	256,000	15,600	15,600	33,200	2,300	13,500	15,600	58,400	40,500	61,300	0
<b>Sub-Total F/Y P.C.'s</b>	<b>19,001,100</b>	<b>2,051,340</b>	<b>152,460</b>	<b>1,876,060</b>	<b>112,440</b>	<b>783,060</b>	<b>295,440</b>	<b>8,827,380</b>	<b>2,998,660</b>	<b>1,883,750</b>	<b>20,510</b>
<b>Capital Project Committees</b>											
PC 2R JB Latham (Dana Point) Plant Capital Projects	822,400	0	0	250,800	0	0	0	185,700	212,200	173,700	0
PC 3(A)R MNWD/SMWD Plant Capital Projects	613,900	0	0	0	0	0	0	444,000	0	169,900	0
PC 5 Ocean Outfall - Capital Projects	0	0	0	0	0	0	0	0	0	0	0
PC 15R - Coastal Treatment Plant Capital Projects	1,474,600	559,000	0	0	44,100	0	0	431,300	440,200	0	0
PC 17R - Regional Treatment Plant Capital Projects	1,740,400	73,900	0	0	3,900	129,000	0	1,474,500	59,100	0	0
PC 21 - Effluent Transmission Main	0	0	0	0	0	0	0	0	0	0	0
PC 23 - North Coast Interceptor	715,000	685,500	0	0	29,500	0	0	0	0	0	0
<b>Sub-Total Capital Project Committees</b>	<b>5,366,300</b>	<b>1,318,400</b>	<b>0</b>	<b>250,800</b>	<b>77,500</b>	<b>129,000</b>	<b>0</b>	<b>2,535,500</b>	<b>711,500</b>	<b>343,600</b>	<b>0</b>
<b>Total Fiscal Year 2012</b>	<b>\$24,367,400</b>	<b>\$3,369,740</b>	<b>\$152,460</b>	<b>\$2,126,860</b>	<b>\$189,940</b>	<b>\$912,060</b>	<b>\$295,440</b>	<b>\$11,362,880</b>	<b>\$3,710,160</b>	<b>\$2,227,350</b>	<b>\$20,510</b>

"I-Y"

EXHIBIT "A"

**SOUTH ORANGE COUNTY WASTEWATER AUTHORITY  
ALLOCATION OF COSTS BY PROJECT COMMITTEES/MEMBER AGENCIES**

**INCREASE/DECREASE FROM FISCAL YEAR 2012 TO 2013**

F/Y Project Committees	TOTAL	CLB	CSC	CSJC	EBSO	ETWD	IRWD	MNWD	SCWD	SMWD	TCWD
General Fund	(\$4,000)	(\$350)	(\$460)	(\$460)	(\$440)	(\$560)	(\$440)	(\$380)	(\$460)	(\$450)	\$C
PC 2 JB Latham (Dana Point) Treatment Plant Operations	34,000	0	0	(49,400)	0	0	0	66,400	(14,200)	31,200	C
PC 3(A) MNWD/SMWD Treatment Plant Operations	(19,000)	0	0	0	0	0	0	(17,000)	0	(2,000)	C
PC 5 Ocean Outfall - (San Juan Creek)	23,000	0	8,400	(1,200)	0	0	0	14,300	3,600	(2,100)	C
PC 2 SO - Water Reclamation Permitting	13,000	0	0	(500)	0	11,000	5,300	(7,400)	(800)	6,500	(1,100)
PC 15 - Coastal Treatment Plant Operations	40,000	27,800	0	0	2,200	0	0	3,200	6,800	0	C
PC 17 - Regional Treatment Plant Operations	64,000	1,200	0	0	600	24,600	0	38,200	(600)	0	C
PC 21 - Effluent Transmission Main	(158,000)	0	0	0	0	(38,600)	(38,600)	(80,800)	0	0	C
PC 23 - North Coast Interceptor	59,300	56,300	0	0	3,000	0	0	0	0	0	C
PC 24 - Ocean Outfall (Aliso Creek)	61,000	7,600	0	0	700	13,500	(19,900)	51,200	7,900	0	C
Pretreatment Program	(26,000)	(600)	(600)	(8,200)	(1,100)	(1,500)	400	(10,400)	(1,500)	(2,500)	C
Sub-Total F/Y P.C.'s	67,300	91,950	7,340	(59,760)	4,960	8,440	(63,240)	57,320	740	30,650	(1,100)
<b>Capital Project Committees</b>											
PC 2R JB Latham (Dana Point) Plant Capital Projects	6,769,600	0	0	2,070,100	0	0	0	1,537,800	1,804,300	1,357,400	0
PC 3(A)R MNWD/SMWD Plant Capital Projects	158,300	0	0	0	0	0	0	109,600	0	46,700	0
PC 5 Ocean Outfall - Capital Projects	0	0	0	0	0	0	0	0	0	0	0
PC 15R - Coastal Treatment Plant Capital Projects	2,471,400	908,500	0	0	71,800	0	0	701,000	790,300	0	0
PC 17R - Regional Treatment Plant Capital Projects	465,400	730	0	0	10	2,060	0	462,000	600	0	0
PC 21 - Effluent Transmission Main	200,000	0	0	0	0	100,000	100,000	0	0	0	0
PC 23 - North Coast Interceptor	(715,000)	(685,500)	0	0	(29,500)	0	0	0	0	0	0
Sub-Total Capital Project Committees	9,347,700	223,730	0	2,070,100	42,110	102,060	100,000	2,810,400	2,595,200	1,404,100	0
<b>Total Increase/Decrease</b>	<b>\$9,435,000</b>	<b>\$315,680</b>	<b>\$7,340</b>	<b>\$2,010,340</b>	<b>\$47,070</b>	<b>\$110,500</b>	<b>\$46,780</b>	<b>\$2,867,720</b>	<b>\$2,595,940</b>	<b>\$1,434,750</b>	<b>(\$1,100)</b>

August 13, 2012

Prepared and

Submitted by: D. Pedersen *D.P.*

Approved by: Paul Cook */ Paul Cook*

## CONSENT CALENDAR

### FISCAL YEAR 2012-13 IRVINE LAKE OPERATIONS, MAINTENANCE AND CAPITAL BUDGET

#### SUMMARY:

The proposed Fiscal Year (FY) 2012-13 Irvine Lake Operations, Maintenance and Capital Budget (Budget), jointly prepared by staff from the Irvine Ranch Water District (IRWD) and Serrano Water District (SWD), is \$287,300, which is \$89,700 less than the FY 2011-12 Budget. Pursuant to the "1928 Agreement" and its amendments, IRWD is responsible for 75 percent of costs associated with the operation and maintenance of the dam and appurtenant facilities and SWD is responsible for the remaining 25 percent of the costs. Staff recommends that the respective Boards of Directors approve the Budget, including \$215,475 for IRWD's proportionate share of the costs and \$71,825 for SWD's proportionate share of the costs.

#### BACKGROUND:

Staff from IRWD and SWD met on May 30, 2012 to discuss the expected FY 2012-13 budgetary needs for the on-going operation and maintenance of Irvine Lake and Santiago Creek Dam. The proposed Budget that is provided as Exhibit "A" is \$287,300, which is \$89,700 less than the FY 2011-12 Budget. The reduction in the proposed Budget is primarily due to the completion of the seismic stability study for the dam.

Pursuant to the "1928 Agreement" and its amendments, IRWD is responsible for 75 percent of the costs associated with the operation and maintenance of the dam and appurtenant facilities, which amount to \$215,475. SWD is responsible for the remaining 25 percent of the costs, which amounts to \$71,825. The following noteworthy items are including in the proposed Budget:

- Continued implementation of the Quagga Mussel Monitoring and Control Plan, including an underwater investigation of the inside of the outlet tower.
- Roof replacements for the dam keeper's home and adjacent buildings.
- Asphalt concrete pavement repairs and maintenance for the access roads.

#### FISCAL IMPACTS:

The total proposed Fiscal Year 2012-13 Irvine Lake Operations, Maintenance and Capital Budget is \$287,300. IRWD's proportionate share of the costs will be \$215,475, and SWD's share will be \$71,825. IRWD's share will be funded from the approved FY 2012-13 Operating and Capital Replacement Budgets.

ENVIRONMENTAL COMPLIANCE:

This item is not a project pursuant to the California Environmental Quality Act as defined by the California Code of Regulations, Title 14, Division 6, Chapter 3, Article 20, Section 15378.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on July 24, 2012.

RECOMMENDATION:

THAT THE BOARD APPROVE THE PROPOSED FISCAL YEAR 2012-13 IRVINE LAKE OPERATIONS, MAINTENANCE AND CAPITAL BUDGET OF \$287,300, INCLUDING \$215,475 FOR IRWD'S PROPORTIONATE SHARE OF THE COSTS AND \$71,825 FOR SERRANO WATER DISTRICT'S PROPORTIONATE SHARE OF THE COSTS.

LIST OF EXHIBITS:

Exhibit "A" – Fiscal Year 2012-13 Irvine Lake Operations, Maintenance and Capital Budget

**EXHIBIT "A"**  
**IRVINE LAKE OPERATIONS, MAINTENANCE & CAPITAL BUDGET**  
**FY 2012-13 PROPOSED BUDGET**

Description	FY 2011-12 Budget	YTD 2011-12 Actuals	Proposed FY 2012-13 Budget	Increase (Decrease)
<b>Operations &amp; Maintenance Expenses</b>				<b>(1)</b>
Salaries (SWD)	\$ 95,000	\$ 97,511	\$ 105,000	\$ 10,000
Equipment Usage (SWD)	\$ 10,500	\$ 6,480	\$ 7,500	\$ (3,000)
Salaries (IRWD)	\$ 10,000	\$ 13,408	\$ 15,000	\$ 5,000
Equipment Usage (IRWD)	\$ 3,000	\$ 2,307	\$ 2,500	\$ (500)
Utilities	\$ 7,000	\$ 5,125	\$ 7,000	\$ -
Engineering	\$ 24,500	\$ 16,936	\$ 15,300	\$ (9,200)
Repairs and Maintenance	\$ 22,500	\$ 18,459	\$ 18,000	\$ (4,500)
Permits, Licenses, & Fees	\$ 22,500	\$ 19,498	\$ 22,500	\$ -
Contract Services	\$ 52,500	\$ 65,912	\$ 55,000	\$ 2,500
Legal Services	\$ 2,000	\$ -	\$ 2,000	\$ -
General Plant	\$ 12,500	\$ 1,036	\$ 12,500	\$ -
<b>Subtotal</b>	<b>\$ 262,000</b>	<b>\$ 246,672</b>	<b>\$ 262,300</b>	<b>\$ 300</b>
<b>Capital Budget</b>				
Dam Seismic Stability Study	\$ 75,000	\$ 3,374	\$ -	\$ (75,000)
Terrace Fault Investigation	\$ 40,000	\$ -	\$ 25,000	\$ (15,000)
<b>Subtotal</b>	<b>\$ 115,000</b>	<b>\$ 3,374</b>	<b>\$ 25,000</b>	<b>\$ (90,000)</b>
<b>Total O &amp; M + Capital Budget</b>	<b>\$ 377,000</b>	<b>\$ 250,046</b>	<b>\$ 287,300</b>	<b>\$ (89,700)</b>

<b>IRWD's Share - 75%</b>	<b>\$ 282,750</b>	<b>\$ 187,535</b>	<b>\$ 215,475</b>	<b>\$ (67,275)</b>
<b>SWD's Share - 25%</b>	<b>\$ 94,250</b>	<b>\$ 62,512</b>	<b>\$ 71,825</b>	<b>\$ (22,425)</b>

(1) Difference between 2012-2013 and 2011-2012 budgets

August 13, 2012  
Prepared by: R. Thatcher/M. Hoolihan  
Submitted by: K. Burton  
Approved by: Paul Cook */s/*

## CONSENT CALENDAR

### MEMORANDUM OF UNDERSTANDING BETWEEN IRWD AND ICDC FOR THE BEE CANYON PUMP STATION RELOCATION

#### SUMMARY:

Staff requests that the Board authorize the General Manager to execute the Memorandum of Understanding confirming the mutual understandings of IRWD and Irvine Community Development Company LLC (ICDC) regarding the construction of a new pump station serving the Frank R. Bowerman Landfill and the subsequent dismantling and quitclaiming of the existing Bee Canyon Pump Station.

#### BACKGROUND:

The existing Bee Canyon Pump Station was constructed in 1990 to provide recycled water to the Frank R. Bowerman Landfill from an existing pipeline in Jeffrey Road. The pump station is located adjacent to Jeffrey Road on the site of the former Hines Nursery in Planning Area 9B. A pipeline from the pump station extends approximately 5,000 feet before connecting into the County of Orange's pipeline at the intersection of Portola Parkway and the westbound entrance to Bowerman Landfill. The water is pumped to a water tank owned and operated by the landfill.

ICDC is in the process of developing Planning Area 9B and has proposed to relocate the pump station to a new location closer to the landfill. The new location is north of Portola Parkway adjacent to the Bowerman Landfill Access Road and is in the proximity of the existing County-owned and maintained recycled water pipeline located within the road. The plan is to make a new connection of the County pipeline into the existing Zone C recycled water pipeline located in Portola Parkway. The new location will eliminate approximately 5,500 feet of the existing IRWD and County pipeline. The suction and discharge pipeline located within the County's landfill haul road will continue to be owned and maintained by the County and the new pump station located on ICDC-owned land will be owned and operated by IRWD. The location of the existing and proposed facilities is shown on Exhibit "A".

As part of the relocation process, ICDC has entered into agreements with the County of Orange to construct the new pump station and pipeline. ICDC will be conveying the new pump station, pump station site and related access easements to IRWD in exchange for IRWD quitclaiming the existing pump station site and pipeline easements. To facilitate the transfer of the new pump station and right of way to IRWD, a new water service agreement was entered into between ICDC (on behalf of Orange County Waste and Recycling) and IRWD. Additionally, the cost for all construction of new facilities and dismantling of the existing facilities will be paid for solely by ICDC.

A Memorandum of Understanding acknowledging the mutual understandings of the project including the quitclaiming of the existing facilities has been prepared for IRWD's and ICDC's signatures, which is provided as Exhibit "B", and has been reviewed by legal counsel. When the new pump station and related facilities have been constructed, staff will request authorization from the Board to quitclaim the existing pump station site and easements.

**FISCAL IMPACTS:**

ICDC at its sole cost and expense will be responsible for the design and construction of the new pump station as well as abandoning and removing the existing pump station. IRWD will be responsible for operating and maintaining the new facility upon completion and acceptance by IRWD.

**ENVIRONMENTAL COMPLIANCE:**

This project is subject to the California Environmental Quality Act (CEQA) and in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7, an Environmental Impact Report, SCH # 2001051010, was certified by the City of Irvine, the lead agency.

**COMMITTEE STATUS:**

This item was reviewed by the Engineering and Operations Committee on July 24, 2012.

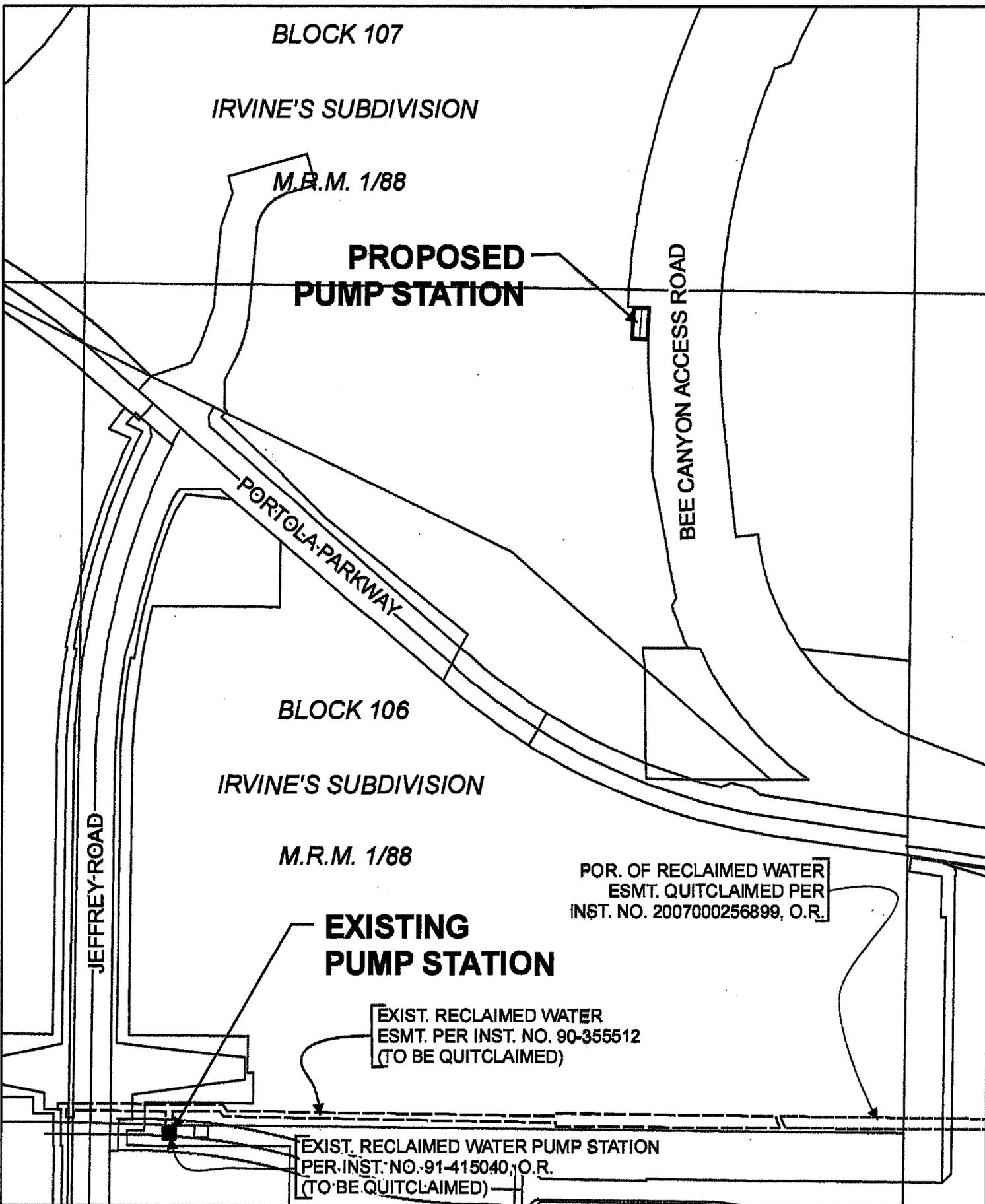
**RECOMMENDATION:**

**THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION OF THE NEW BEE CANYON PUMP STATION AND THE SUBSEQUENT DISMANTLING AND QUITCLAIMING OF THE EXISTING BEE CANYON PUMP STATION SITE AND PIPELINE EASEMENT TO IRVINE COMMUNITY DEVELOPMENT COMPANY LLC.**

**LIST OF EXHIBITS:**

- Exhibit "A" – Location Map
- Exhibit "B" – Memorandum of Understanding

EXHIBIT A



BEE CANYON PUMP STATION



# EXHIBIT "B"



## IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Ave., P.O. Box 57000, Irvine, CA 92618-7000 (949) 453-5300

July \_\_\_\_, 2012

### IRVINE COMMUNITY DEVELOPMENT COMPANY

500 Newport Center Drive  
Newport Beach, CA 92660

Attention: Mr. Jamie Yoshida, Vice President, Engineering

Subject: Memorandum of Understanding:

Quitclaim of Bee Canyon Pump Station in Stonegate for  
New Pump Station by Bowerman Landfill Access Road

Dear Jamie:

The purpose of this memorandum of understanding is to confirm the mutual understandings of Irvine Ranch Water District ("IRWD") and Irvine Community Development Company LLC ("ICDC") regarding the construction of the new pump station next to Bowerman Landfill Access Road (the "New Pump Station") on land owned by ICDC ("ICDC Property") and the subsequent quitclaim by IRWD of the existing Bee Canyon Pump Station site in Stonegate (the "Old Pump Station") after the New Pump Station is activated. The New Pump Station and the suction and discharge lines that connect the New Pump Station to the existing 10-inch reclaimed water line in the Bowerman Landfill Access Road (together, the "Connection Lines") are being constructed to provide a new reclaimed water service connection that will replace the existing reclaimed water service to the Bowerman Landfill presently provided through the Old Pump Station.

In addition to the New Pump Station and the Connection Lines, the existing water line within the Landfill Access Road (identified as the "Segment 2 Water Line" on the attached Exhibit 1) will be extended through the lower portion of the Landfill Access Road (which extension is identified as the "Segment 1 Water Line" on Exhibit 1) to connect to the existing Zone C 16-inch transmission main in Portola Parkway (the "Transmission Main"). In connection with this new service connection, ICDC is entering into an Application For Service and Agreement with Irvine Ranch Water District, as well as an Addendum thereto (collectively, the "Service Agreement"), providing among other matters, for the design and construction of the New Pump Station, Connection Lines and the Segment 1 Water Line. In order to construct the portions of such facilities located within the Landfill Access Road, ICDC will enter a separate agreement with the County (the "ICDC-County Agreement") addressing responsibilities of ICDC and County relative to the new facilities and the conveyance of access by the County to IRWD to service the New Pump Station. Upon completion of construction, all portions of the Connection Lines and the Segment 1 Water Line on property owned by the County ("County Property") will be transferred to the County, and all facilities outside of County Property, including the portions of such facilities in the Portola Parkway public right-of-way, will be transferred to IRWD. The following outlines supplemental understandings between ICDC and IRWD to accomplish the foregoing and for coordinating and carrying out certain of the matters to be performed pursuant to the Service Agreement and the ICDC-County Agreement:

1. Construction of New Pump Station. ICDC will, at its sole cost and expense, design and construct the New Pump Station on ICDC Property. Prior to commencing construction, ICDC will obtain IRWD's approval of the plans and specifications for the New Pump Station, which will be designed and constructed to IRWD standards. ICDC will assign to IRWD the warranty provided to ICDC under its construction contract with its contractor pursuant to an Assignment of Warranties in the form of Exhibit 2 attached hereto.
2. Activation of New Pump Station. After the New Pump Station and the associated work on the Connection Lines and the Segment 1 Water Line are completed, IRWD agrees to inspect the New Pump Station facility and associated water lines promptly after request for inspection from ICDC in accordance with IRWD's obligations under the Service Agreement. When IRWD confirms that the New Pump Station and associated water lines have been completed in accordance with the plans therefor approved by IRWD, the parties will cause the recordation of a Grant Deed for the New Pump Station site and other documents as more fully described in Section 5 below. The New Pump Station will be activated and placed in service on or before the date of recordation of the Grant Deed (the "Recordation Date").
3. Service Agreement. In connection with the construction of the Connection Lines and the Segment 1 Water Line, ICDC and IRWD will enter into an "Application for Service and Agreement with Irvine Ranch Water District" and an "Addendum to Application for Service" in the forms of Exhibits 3 and 4, respectively, attached to this Letter.
4. ICDC-County Agreement. ICDC shall include a provision in the ICDC-County Agreement (regarding construction of the water lines located within County Property) that requires the County to deliver to IRWD, prior to activation of the New Pump Station, a license that provides IRWD with access over the County's Landfill Access Road to the New Pump Station.
5. Conveyances Related to New Pump Station. Upon IRWD's confirmation of completion of the New Pump Station in accordance with the approved plans, the parties will execute and cause the following documents to be recorded in the Official Records of Orange County, California:
  - a. Grant Deed for New Pump Station site in form of Exhibit 5 attached to this letter, which deed conveys fee title to the New Pump Station site to IRWD; and
  - b. Grant of Easement, in the form of Exhibit 6 to this letter, for access to the New Pump Station, which access easement is located on and over ICDC land between the Bowerman Landfill Access Road and the New Pump Station.
6. Title Insurance; Closing Costs. Prior to the Recordation Date, ICDC will obtain and provide to IRWD for its review a preliminary report from First American Title Insurance Company that describes the condition of title to the New Pump Station property. IRWD will bear the cost of any title insurance policy that it elects to obtain in connection with the transfer of title to the New Pump Station site or for any easement interest conveyed to IRWD. ICDC will bear the cost of any title reports or insurance policies that it elects to obtain in connection with the Old Pump Station site or any of the easements interests conveyed to ICDC referred to in Section 8 of this letter. Each party shall pay for their own respective legal fees in connection with the conveyances and review of the documents described in this letter. All recording costs or fees shall be paid by IRWD. All other costs and expenses shall be allocated between ICDC and IRWD in the manner customary in Orange County, California.
7. Condition of New Pump Station and Easement Areas. IRWD acknowledges that it is familiar with the property where the New Pump Station and where the easements described in Section 5 are located and that prior to the Recordation Date, IRWD has made or will make such independent investigations as IRWD deems necessary or appropriate concerning the condition of the property where the New Pump Station and such easements are located, including but not limited to any surface, soil,

subsoil, geologic or other physical conditions of or affecting any of such properties, and is relying solely upon its own inspection, investigation and analyses of the foregoing matters and is not relying in any way upon any representations, warranties, studies, reports or other information furnished by ICDC or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. IRWD will acquire the New Pump Station property and the access easement conveyed hereunder (but not the New Pump Station or portions of the Connection Lines being transferred to IRWD for which warranties from the Contractor will be assigned by ICDC to IRWD) "AS IS," in their present state and condition, without representation by ICDC or its representatives as to any matter.

8. Quitclaim of Old Pump Station Site. Immediately after recordation of the Grant Deed for the New Pump Station, the parties will record a Quitclaim Deed in the form of Exhibit 7 to this letter that quitclaims all right, title and interest of IRWD in the Old Pump Station and an Easement Quitclaim Deed in the form of Exhibit 8 that quitclaims any associated pipeline easements between (a) the Old Pump Station and the connecting reclaimed line in Jeffrey Road and (b) between the Old Pump Station and the Transmission Line. ICDC acknowledges that it is familiar with the property where the Old Pump Station and the easements described in this Section 8 are located, and that prior to the Recordation, ICDC has made or will make such independent investigations as ICDC deems necessary or appropriate concerning the condition of the property where the Old Pump Station and such easements are located, including but not limited to any surface, soil, subsoil, geologic or other physical conditions of or affecting any of such properties, and is relying solely upon its own inspection, investigation and analyses of the foregoing matters and is not relying in any way upon any representations, warranties, studies, reports or other information furnished by IRWD or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. ICDC will acquire the Old Pump Station property and the easements quitclaimed hereunder "AS IS," in their present state and condition, without representation by IRWD or its representatives as to any matter.

9. Removal of Old Pump Station and Associated Pipelines. After the New Pump Station is operational, ICDC shall be responsible for removing the Old Pump Station and any associated pipelines in Stonegate at ICDC's sole cost and expense.

10. Attorneys' Fees. In the event any declaratory or other legal or equitable action is instituted between ICDC and IRWD in connection with this letter agreement, then the prevailing party shall be entitled to recover from the losing party all of the prevailing party's costs and expenses, including but not limited to, court costs and reasonable attorneys' fees.

If the foregoing accurately reflects ICDC's understandings of each of our respective rights and obligations respecting the matters described herein, please sign the enclosed copy of this letter and return it to me. If you have questions regarding this matter or require additional information, please call me at (949) 453-5602.

Sincerely,

Irvine Ranch Water District

By: \_\_\_\_\_  
Paul Cook  
General Manager

**List of Exhibits:**

1. Depiction Map
2. Assignment of Warranties
3. Application for Service
4. Addendum to Application for Service
5. Grant Deed for New Pump Station
6. Easement Deed for Access to New Pump Station over ICDC Property
7. IRWD Quitclaim Deed of Old Pump Station Site
8. IRWD Quitclaim of Old Pipeline Easements

cc: Mike Hoolihan, IRWD  
Ray Thatcher, IRWD  
Joan Arneson, Esq.  
Terry Hartman, ICDC  
J.B. Rowberry, Esq., ICDC  
Jamie Yoshida, ICDC  
James Cavanaugh, Esq.

August 13, 2012  
Prepared by: R. Thatcher/M. Hoolihan  
Submitted by: K. Burton  
Approved by: Paul Cook */s/ Paul Cook*

## ACTION CALENDAR

### RATIFICATION OF QUITCLAIM OF REAL PROPERTY - IRVINE COMMUNITY DEVELOPMENT COMPANY LLC

#### SUMMARY:

This item was adopted on July 9, 2012, on a 2-0 vote, with Director LaMar recusing himself from voting on the item due to a past business relationship with Wilson Mikami Corporation. Following the meeting, legal counsel had an opportunity to research the item and found that in an opinion issued in late 2011, the California Attorney General reconsidered some of its prior opinions on the treatment of abstentions in counting a quorum, and concluded that unlike discretionary abstentions, abstentions required by law (including those required as a result of economic interests) should not be used for purposes of a quorum. Based on this opinion, for this item, a quorum of the Board was not met. Although general parliamentary procedure concepts are looked to only as guidance, they permit ratification to resolve a matter such as this, and legal counsel and staff therefore recommend that the Board ratify Resolution No. 2012-32 approving execution of the Quitclaim Deed with the Irvine Community Development Company LLC.

#### BACKGROUND:

Irvine Community Development Company LLC (ICDC) re-subdivided Lot 3 of Tract No. 17114, located in Portola Springs, into a multiple lot subdivision known as Tract No. 17440. Wilson Mikami Corporation, on behalf of ICDC, is requesting that the District quitclaim its interest in the existing water and sewer pipeline easements that were dedicated to the District per Tract No. 17114. Staff has reviewed the request for the quitclaim and concurs with the recommendation to quitclaim those water and sewer pipeline easements that lie within Lot 3 of Tract No. 17114. New pipeline easements for water and sewer purposes were dedicated to the District and accepted per the new Tract No. 17440. The resolution authorizing this quitclaim is attached as Exhibit "A", the quitclaim deed is attached as Exhibit "B", and a map showing the location of the existing easements and quitclaim area is attached as Exhibit "C".

#### FISCAL IMPACT:

None.

#### ENVIRONMENTAL COMPLIANCE:

Not applicable. Not a project as defined under CEQA.

RECOMMENDATION:

THAT THE BOARD RATIFY AND READOPT THE FOLLOWING RESOLUTION BY  
TITLE:

RESOLUTION NO. 2012 32

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

LIST OF EXHIBITS:

- Exhibit “A” – Resolution
- Exhibit “B” – Quitclaim Deed
- Exhibit “C” – Location Map

RESOLUTION NO. 2012 -32

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

WHEREAS, Wilson-Mikami Corporation, on behalf of Irvine Community Development Company LLC (ICDC), has requested that the Irvine Ranch Water District (IRWD) Board approve the quitclaim the easements for water and sewer pipeline purposes dedicated to IRWD and lying within Lot 3 on the map of Tract No. 17114, filed in Book 898, Pages 40 through 47 of Miscellaneous Maps in the Office of the County Recorder of Orange County; and

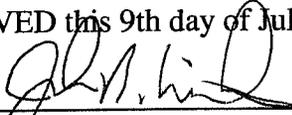
WHEREAS, ICDC has re-subdivided said Lot 3 of Tract No. 17114 into Tract No. 17440 and dedicated new easements to IRWD and the previously dedicated easements are no longer needed; and

WHEREAS, staff has reviewed and confirmed that the previously dedicated easements lying within Lot 3 of Tract No. 17114 herein referred can be quitclaimed; and

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

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

ADOPTED, SIGNED and APPROVED this 9th day of July, 2012.

*Via*   
\_\_\_\_\_  
President, IRVINE RANCH WATER DISTRICT and of the Board of Directors thereof  
  
\_\_\_\_\_  
Secretary, IRVINE RANCH WATER DISTRICT and of the Board of Directors thereof

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

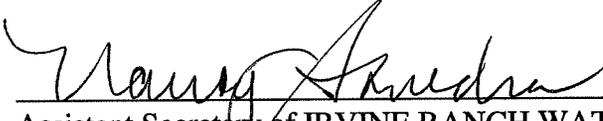
By   
\_\_\_\_\_

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF ORANGE )

I, Nancy Savedra, Assistant Secretary of the Board of Directors of Irvine Ranch Water District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of said District at a regular board meeting of said Board held on the 9<sup>th</sup> day of July 2012, and that it was so adopted by the following vote:

AYES:	DIRECTORS	Swan and Withers
NOES:	DIRECTORS	None
ABSTAIN:	DIRECTORS	LaMar
ABSENT:	DIRECTORS	Matheis and Reinhart

(SEAL)

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF ORANGE )

I, Nancy Savedra, Assistant Secretary of the Board of Directors of Irvine Ranch Water District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 2012-32 of said Board, and that the same has not been amended or repealed.

Dated: \_\_\_\_\_

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

(SEAL)

**EXHIBIT "B"**

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

Irvine Community Development Company  
550 Newport Center Drive  
Newport Beach, CA 92660  
Attn: Hilary Shalla

ASSESSOR PARCEL NO(S):

104-652-01 & 02

(Space Above This Line For Recorder's Use)

IRWD Doc. No. E \_\_\_\_\_  
IRWD Res. No. \_\_\_\_\_

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

\_\_\_\_\_  
Signature or Declarant or Agent determining tax – Firm Name

**EASEMENT QUITCLAIM DEED**

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

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

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

Dated: July 9, 2012

IRVINE RANCH WATER DISTRICT,  
a California Water District

By: [Signature]  
Name: John B. Withers  
Title: Vice President

By: [Signature]  
Name: Leslie Bonkowski  
Title: District Secretary

**EXHIBIT "A"**

**QUITCLAIM OF WATER AND SEWER PIPELINE EASEMENTS  
WITHIN LOT 3, TRACT NO. 17114**

**LEGAL DESCRIPTION**

Those certain easements for water and sewer purposes dedicated thereon and lying within Lot 3 of of Tract No. 17114, in the City of Irvine, County of Orange, State of California, as shown on the map thereof filed in Book 898, Pages 40 through 47 of Miscellaneous Maps, in the Office of the County Recorder of said County.

Prepared by me or under my direction:

**Dated:** June 13, 2012

  
\_\_\_\_\_  
Randall J. Sundberg, R.C.E. 33605  
License expires June 30, 2014



August 13, 2012

Prepared and

Submitted by: Paul Cook



## ACTION CALENDAR

### PERSONNEL POLICY NO. 36 – PERFORMANCE RECOGNITION PROGRAM

#### SUMMARY:

At its meeting on August 7, 2012, the Finance and Personnel Committee requested that the District's Performance Recognition Program be brought to the Board for discussion. Staff recommends the Board affirm Personnel Policy No. 36 – Performance Recognition Program, as adopted on March 9, 2009.

#### BACKGROUND:

Personnel policies and procedures have been developed to consistently address personnel-related issues at the Irvine Ranch Water District. Any revisions to these policies require approval by the IRWD Board of Directors as needed to keep current with state and federal law, to adopt best practices in administering Human Resource policies, and to accurately reflect practices adopted in conducting District business.

The District first adopted a policy regarding its Performance Recognition Program on July 23, 1990. A copy of this original policy, also with its authorizing resolution (Resolution No. 1990-22) is attached as Exhibit "A".

At the March 9, 2009 meeting of the IRWD Board, staff presented a revised Policy No. 36 – Performance Recognition Program. In this Board write-up, the recommended changes to the policy were "to reflect the current District practice of allowing employees of all levels to make recommendations for and receive performance recognition upon approval of the Director of Human Resources and General Manager." At this meeting the revised Policy No. 36 was unanimously adopted by the Board of Directors. This version of the policy, which is the most current, is attached as Exhibit "B".

During the Finance and Personnel Committee meeting conducted on August 7, 2012, the Committee reviewed the Performance Recognition Program Quarterly Update. The write-up, as it was presented to the Committee, is attached as Exhibit "C". There was a discussion during this meeting regarding the administration of the Performance Recognition Program, particularly in regard to the line item titled "Exemplary Performance Awards – 90 Employees". The Committee requested that this item be brought to the Board for discussion at its August 13, 2012 meeting.

As stipulated in the policy, the General Manager and the Director of Human Resources are responsible for the administration of this program. While the Board retains responsibility for establishing the "pool of dollars" available for performance recognition awards for each fiscal year, the policy stipulates that "the General Manager will make the final determination regarding monetary value and appropriateness of each of the performance recognition awards." It is staff's recommendation that this policy not be revised at this time.

FISCAL IMPACTS:

The IRWD Performance Recognition Program is funded annually in the District's operating budget as a line item titled: "Performance Recognition."

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

At its meeting on August 7, 2012, the Finance and Personnel Committee requested that this item be brought to the Board for discussion at its August 13, 2012 meeting.

RECOMMENDATION:

THAT THE BOARD AFFIRM PERSONNEL POLICY NO. 36 – PERFORMANCE RECOGNITION PROGRAM AS ADOPTED BY THE BOARD ON MARCH 9, 2009.

LIST OF EXHIBITS:

- Exhibit "A" – IRWD Performance Recognition Policy, dated July 23, 1990 (superseded)
- Exhibit "B" – IRWD Performance Recognition Policy, dated March 9, 2009 (current)
- Exhibit "C" – Performance Recognition Program Quarterly Update, as presented to the Finance and Personnel Committee on August 7, 2012

**EXHIBIT "A"**

RESOLUTION NO. 1990- 22

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE  
RANCH WATER DISTRICT ESTABLISHING THE  
PERFORMANCE RECOGNITION PROGRAM OF THE  
IRVINE RANCH WATER DISTRICT

WHEREAS, the Board of Directors wish to establish a program to recognize and reward employees who exhibit exemplary performance depicting initiative, creativity and/or enthusiasm above and beyond the performance requirements of their position; and

WHEREAS, the Performance Recognition Program as set forth in Exhibit "A" to this Resolution has been presented to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Irvine Ranch Water District hereby adopts the Performance Recognition Program as set forth in Exhibit "A" hereto and authorizes its implementation.

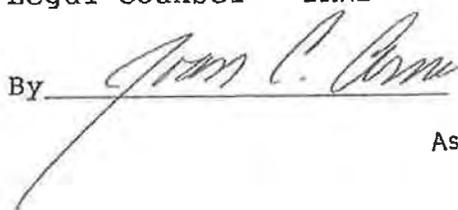
ADOPTED, SIGNED and APPROVED this 23rd day of July, 1990.



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

APPROVED AS TO FORM:  
BOWIE, ARNESON, KADI & DIXON  
Legal Counsel - IRWD

By



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

PERFORMANCE RECOGNITION PROGRAMPurpose

The purpose of the Performance Recognition Program is to recognize those employees of the Irvine Ranch Water District who exhibit exemplary performance which depicts initiative, creativity and/or enthusiasm above and beyond the performance requirements of their position with the District.

Performance Recognition Awards will be made in an unscheduled and spontaneous manner in order to reward employees for exemplary performance in a timely manner following the event or activity which justified the recognition. The timely and spontaneous recognition of these employees will maximize and enhance the benefit of this Program to the District.

To Receive an Award

Department heads will accept recommendations from their department supervisors/managers for possible recipients of a Performance Recognition Award. These recommendations will then be presented by the department head to the General Manager for review and determination of the appropriateness and monetary value of the Award. Awards to department heads will be recommended by the General Manager.

Part A

Non-Exempt Employees and  
Employees in Exempt Salary Grades 1 thru 12

The award amount will be a minimum of \$500 and shall not exceed 10% of the recipient's annual salary. The General Manager will make the final determination regarding monetary value and appropriateness of each award. Awards shall be in net amounts.

Part B

Exempt Employees in  
Salary Grade 13 and Above

The award amount will be a minimum of \$1,000 and shall not exceed 5% of the recipient's annual salary. The General Manager will make the final determination regarding monetary value and appropriateness of each award except that awards to department heads are subject to approval of the Finance and Personnel Committee and awards to the General Manager are subject to approval of the Board of Directors. Awards shall be in net amounts.

Funding

Awards shall be made from a pool of dollars determined by the Board of Directors each year during the budgetary process. Separate amounts shall be established for Part A and Part B of the Program. The amounts budgeted for the Program may or may not be awarded during each fiscal year, however, the total of cumulative awards for each part of the Program shall never exceed the amount budgeted for each respective part.

Quarterly reports on the Program shall be made to the Finance and Personnel Committee.

# **EXHIBIT "B"**

## **IRVINE RANCH WATER DISTRICT**

### **PERSONNEL POLICIES AND PROCEDURES MANUAL**

#### **POLICY NO. 36 - PERFORMANCE RECOGNITION PROGRAM**

**1. Purpose of Policy**

The purpose of the Performance Recognition Program is to recognize those employees of the District who exhibit outstanding performance which depicts initiative, creativity, and enthusiasm above and beyond the performance requirements of their position with the District.

**2. Procedure for Recommending Performance Recognition Awards**

Department Heads will accept recommendations from their department employees for possible recipients of a performance recognition award. These recommendations will then be presented by the Department Head to the Director of Human Resources for review and determination of their appropriateness and monetary value of the award consistent with previous awards given. The General Manager will make the final determination regarding monetary value and appropriateness of each of the performance recognition awards.

**3. Performance Recognition District Budget**

Performance Recognition Awards will be made from a pool of dollars determined by the Board of Directors each year during the budgetary process. The approved pool may or may not be exhausted during the fiscal year, but awards will never exceed the total pool approved by the Board of Directors for the current fiscal year. Dollars remaining in the pool at the end of each fiscal year will not be carried forward to the next fiscal year. A summary of the awards given during the fiscal year will be discussed with the Finance and Personnel Committee of the Board of Directors each quarter.

**4. Presentation of Performance Recognition Awards**

Performance Recognition Awards will be made in an unscheduled and spontaneous manner in order to reward the employee for his/her exemplary performance in a timely manner following the event or activity which justified the recognition. The timely and spontaneous recognition of these employees will maximize and enhance the benefit of this program to the District.

**5. District's Exclusive Authority**

The Board of Directors of the District has provided the District Management Team an excellent management tool to further motivate and recognize our exemplary employees. The Board of Directors and the General Manager reserve the right to revise or discontinue this program at any time.

**POLICY NO. 36 - PERFORMANCE RECOGNITION PROGRAM**

**6. Administrative Responsibility**

The General Manager and the Director of Human Resources of the District will be responsible for administering this program.

**REVISIONS APPROVED BY THE IRVINE RANCH WATER DISTRICT BOARD OF DIRECTORS ON MARCH 9, 2009**

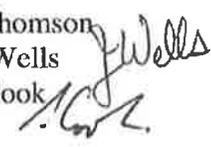
# EXHIBIT "C"

August 7, 2012

Prepared by: Kris Thomson

Submitted by: Janet Wells

Approved by: Paul Cook



## FINANCE AND PERSONNEL COMMITTEE

### PERFORMANCE RECOGNITION PROGRAM QUARTERLY UPDATE

#### SUMMARY:

Irvine Ranch Water District's Performance Recognition Program recognizes employees who exhibit outstanding performance which depicts initiative, creativity and/or enthusiasm above and beyond the performance requirements of their positions. This memo provides an update of activities within this program through the fourth quarter of FY 2011-12.

#### BACKGROUND:

During the fourth quarter of the FY 2011-12, there were 16 Performance Recognition Awards totaling \$2,594.68, and involving 23 IRWD employees. In addition, there were Exemplary Performance Awards totaling \$67,235.14.

As of June 30, 2012, the Fiscal Year overall Performance Recognition Awards totaled \$28,764.32. Including the Exemplary Performance Awards, the FY 2011-12 total Performance Awards were \$95,999.46. The Performance Recognition Program was \$4,000.54 under budget for FY 2011-12.

Exhibit "A" summarizes the Performance Recognition Awards for the fourth quarter of FY 2011-12.

#### FISCAL IMPACTS:

The District's annual budget for FY 2011-12 is \$100,000 for this program. Total expenses for FY 2011-12 were \$95,999.46.

#### RECOMMENDATION:

Receive and file.

#### LISTS OF EXHIBITS:

Exhibit "A" – Quarterly Update for Fourth Quarter of FY 2011-12

Exhibit "A"

PERFORMANCE RECOGNITION PROGRAM						
QUARTERLY UPDATE						
Fiscal Year 2011-2012						
QTR.	DATE	EMPLOYEE	PERFORMANCE RECOGNIZED	AWARD	GROSS AMOUNT	NET AMOUNT
4th	4/1/2012	Select employees	Oracle Recognition Lunch held at Duck Club on 3/20/12	Group Lunch	\$698.53	\$698.53
Qtr.	4/1/2012	Select employees	Gift bag treats for Oracle Lunch participants	Group Lunch	\$100.53	\$100.53
	4/1/2012	Select employees	Individual Thank You cards for Oracle Lunch participants	Group Lunch	\$39.31	\$39.31
	4/26/2012	Noah Fehser	Noah came upon an accident prior to police arriving and utilized his recent first aid training. He turned on his flashers, put out some cones and helped a woman from her vehicle. He didn't see the accident, but was able to prevent another until Irvine P.D. arrived.	2 Movie Tickets	\$13.00	\$13.00
	4/26/2012	Holly Jensen	Holly was able to locate some very difficult and old files in the Engineering Library over several weeks time. She spent time with staff and made every attempt to locate these different files, one of them over 11 years old and necessary for some ongoing legal matters.	2 Movie Tickets	\$13.00	\$13.00
	5/4/2012	Marta Ramos	Marta is being commended for her assistance with an employee's LOA and emergency surgery. She takes extra time and care with all the employees during their LOA's in regards to SDI, questions, necessary forms, and follow-up calls	4 Movie Tickets	\$26.00	\$26.00
	5/16/2012	Alex Garcia	Alex is being recognized for his exemplary efforts while recently assisting a contractor with some flow meter calibrations. Without Alex's work ethics, follow through and keen observations some errors would have been missed and passed on to us who are responsible for all these calibrations.	2 Movie Tickets 2 In 'n Out certs.	\$13.00 \$10.00	\$13.00 \$10.00
	5/16/2012	Dave Hayden	They are being recognized for the suggestion and fabrication of the	4 Movie Tickets	\$26.00	\$26.00
		John Galeczka	articulating pump backflush extensions recently installed at the HATS	4 Movie Tickets	\$26.00	\$26.00

C-2

PERFORMANCE RECOGNITION PROGRAM						
QUARTERLY UPDATE						
Fiscal Year 2011-2012						
QTR.	DATE	EMPLOYEE	PERFORMANCE RECOGNIZED	AWARD	GROSS AMOUNT	NET AMOUNT
4th Qtr. cont.			pump station. The original design of the pump station did not allow for proper alignment of a valve key to the flush valve of each pump located in the pump well. This misalignment made it very difficult for an operator or mechanic to locate the valve stem with a 10-foot long valve key, which was required to reach the valves.			
	5/23/2012	Tim Koenig	A customer called to thank Tim for the "beautiful job" he did with the repairs at her meter and to tell him how much she appreciated it.	2 In 'n Out certs.	\$10.00	\$10.00
	5/23/2012	Jose Martinez III	He has been instrumental in the numerous power shut downs and switching that is being done to accommodate the Phase II upgrade at MWRP. His previous experience as an industrial electrical contractor has proven invaluable to IRWD in getting this work done in a timely and safe manner.	2 Movie Tickets 2 In 'n Out certs.	\$13.00 \$10.00	\$13.00 \$10.00
	5/31/2012	Garrett Kehoe	He is being commended for creating the AutoCad template for the recent Engineering Intern interview process.	2 Movie Tickets	\$13.00	\$13.00
	6/5/2012	Chris Lum	He is being recognized for continuing efforts on the MWRP Phase II upgrade. He has provided invaluable support during a number of power shutdowns that require much pre-planning and coordination between IRWD, Filanc and Berg Electric. He also has provided training on the power transmission and switchgear equipment.	2 Movie Tickets 2 In 'n Out certs.	\$13.00 \$10.00	\$13.00 \$10.00
	6/11/2012	Kellie Welch	She is being recognized for her outstanding and successful efforts in securing from the US Bureau of Reclamation, a \$3.85 million WaterSMART grant under Reclamation's Title XVI Water Reclamation and Reuse Program. After her grant application was submitted, she worked diligently and independently in responding to detailed inquiries from Reclamation personnel located in California, Nevada and Colorado.	Payroll Check	\$1,199.41	\$750.00

C-3

PERFORMANCE RECOGNITION PROGRAM						
QUARTERLY UPDATE						
Fiscal Year 2011-2012						
QTR.	DATE	EMPLOYEE	PERFORMANCE RECOGNIZED	AWARD	GROSS AMOUNT	NET AMOUNT
4th Qtr. cont.	6/13/2012	Jane Shafer	She is being recognized for her performance, development and coordination of the Golden Guardian EOC Tabletop Exercise. Through her coaching and counseling, the exercise accomplished its goal by educating the participants in how to respond to unexpected issues during an emergency.	2 Movie Tickets	\$13.00	\$13.00
	June, 2012		Exemplary Performance Awards -- 90 employees	Payroll checks	\$67,235.14	\$42,000.00
	6/25/2012	Kris Thomson	Kris is being recognized for going above and beyond to coordinate and facilitate all the 10/20 Quarterly Safety Meetings for over 11 years. She schedules the speakers, arranges the room, topics, refreshments and coordinates with all employees in Dept. 10/20. Her efforts have benefitted not only the Safety office but IRWD as well.	Payroll check	\$79.96	\$50.00
	6/25/2012	Dylan LaFrance	He is being recognized for the great job he did in preparing the packets/notebooks for the June 22nd Water Banking Projects Tour with the Board, IRWD staff, Rosedale and Buena Vista Board, staff and consultants.	2 Movie Tickets	\$13.00	\$13.00
	6/25/2012	Frank Tessers Jr. Osvaldo Gonzalez	In the mailroom, they went above and beyond to send out the revised landscape adjustment policies to our IRWD customers. The 5-page tri-fold was particularly tricky and they made sure to get the 1560 letters out within a week of the request.	Lunch Lunch	\$7.50 \$7.50	\$7.50 \$7.50
	6/30/2012	Richard Brown Damien McBride Marty Clayton Brad Garcia Constantino Silva	This is recognizing the Facilities crew who assisted with our annual Employee Appreciation event on 6/6/12. With very little assistance from the HR staff, they handled the set up and take down for the entire event, ordered all the tables, umbrellas, chair covers and chairs, purchased all the cases of sodas, helped the caterers set up, supplied	Payroll checks Payroll checks Payroll checks Payroll checks Payroll checks	\$39.99 \$39.99 \$39.99 \$39.99 \$39.99	\$25.00 \$25.00 \$25.00 \$25.00 \$25.00

C-4

<b>PERFORMANCE RECOGNITION PROGRAM</b>						
<b>QUARTERLY UPDATE</b>						
<b>Fiscal Year 2011-2012</b>						
<b>QTR.</b>	<b>DATE</b>	<b>EMPLOYEE</b>	<b>PERFORMANCE RECOGNIZED</b>	<b>AWARD</b>	<b>GROSS AMOUNT</b>	<b>NET AMOUNT</b>
4th Qtr.		Tony Cid	the audio system and more. This event depends on their reliability,	Payroll checks	\$39.99	\$25.00
cont.			availability and taking charge, all of which they do with helpful			
			attitudes and a willingness to work hard.			
			4th Quarter Total		\$69,829.82	\$44,025.37
			FISCAL YEAR TO DATE TOTAL		\$95,999.46	\$61,884.28

AS  
August 13, 2012  
Prepared by: S. Malloy *SLM*  
Submitted by: K. Burton *KB*  
Approved by: Paul Cook */P.C.*

## ACTION CALENDAR

### MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION AND FLOOD PROTECTION IMPROVEMENTS CONTRACT CHANGE ORDER NO. 75

#### SUMMARY:

The Michelson Water Recycling Plant (MWRP) Phase 2 Expansion and Flood Protection Improvements are currently being constructed by J. R. Filanc Construction Company (Filanc). Staff recommends that the Board approve Contract Change Order (CCO) No. 75 with Filanc in the amount of \$473,570.14 to demolish the Michelson Pump Station No. 1 (MPS-1) Building and associated work for the MWRP Phase 2 Expansion.

#### BACKGROUND:

Construction of the MWRP Phase 2 Expansion and Flood Protection Improvements project was awarded to Filanc in July 2009 in the amount of \$87,479,450. This project will expand the recycled water production capacity of MWRP to 28 million gallons per day and provide flood protection from the San Diego Creek. A project overview diagram of the MWRP Phase 2 Expansion is attached as Exhibit "A".

#### Contract Change Order No. 75:

The abandoned MPS-1 Building will be demolished to allow for additional parking and improved maintenance access within MWRP once the Phase 2 Expansion is complete. Because the MPS-1 Building is a uniquely designed room with multiple levels, the MPS-1 Building is unable to be used for storage or otherwise repurposed. Additionally, as the building has lead-based paint and asbestos-containing gaskets and insulation, this could pose potential health hazards to staff. The abandonment also includes excavation and removal of the MPS-1 inlet and outlet piping. MPS-1's purpose was to pump recycled water flows through a low pressure pipeline only to Sand Canyon Reservoir and was replaced by MPS-2 in approximately 1979 which is able to pump flows to both the Rattlesnake and Sand Canyon Reservoirs.

The MPS-1 Building contains the electrical control equipment for the primary sedimentation tanks. Due to the building's structural design, it is not possible to retain only that portion of the MPS-1 Building. Therefore, new electrical equipment will be acquired and installed outdoors in exterior cabinets adjacent to the primary sedimentation tanks.

CCO No. 75 consists of safe removal of hazardous materials by a licensed hazardous materials contractor, demolishing the abandoned MPS-1 Building, replacing and relocating electrical equipment that controls the existing primary sedimentation tanks, removal of underground piping, regrading the area, and new curb, gutter and asphalt paving.

Action Calendar: Michelson Water Recycling Plant Phase 2 Expansion and Flood Protection Improvements Contract Change Order No. 75

August 13, 2012

Page 2

Depending on the manufacturing time of the electrical equipment, this work may impact the January 2013 projected completion date of the overall MWRP Phase 2 Expansion project. If necessary, a subsequent change order will be prepared to address the time delay.

CCO No. 75 is for the materials and labor to perform the work and is attached as Exhibit "B". The breakdown of costs for CCO No. 75 can be summarized as follows:

Hazardous materials removal	\$ 29,000
Building demolition	\$ 20,000
Electrical	\$213,000
<u>All other work</u>	<u>\$211,570</u>
Total	\$473,570

A Change Order summary is attached as Exhibit "C" which provides the amount of all change orders for the construction project of \$3,252,439.95 (3.7% of the original bid). The amount of change orders directly related to Phase 2 Expansion and Flood Protection Improvements is \$2,029,437.63 (2.3% of the original bid). Change orders for other projects, such as piping for the Biosolids project, account for the difference.

FISCAL IMPACTS:

The MWRP Phase 2 Expansion, Projects 20214 (1599) and 30214 (1706), and Flood Protection Improvements, Projects 20542 (1150) and Project 30542 (1118), are included in the FY 2012-13 Capital Budget. The existing budgets and Expenditure Authorizations are sufficient to fund CCO No. 75 with Filanc.

ENVIRONMENTAL COMPLIANCE:

The Michelson Water Recycling Plant Phase 2 Expansion and Flood Protection Improvements, Projects 20214, 20542, 30214, and 30542, are subject to the California Environmental Quality Act (CEQA) and in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7, an Environmental Impact Report, SCH # 2005051174, was certified by the lead agency on February 27, 2006.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on July 24, 2012.

RECOMMENDATION:

THAT THE BOARD APPROVE CONTRACT CHANGE ORDER NO. 75 WITH J. R. FILANC CONSTRUCTION COMPANY IN THE AMOUNT OF \$473,570.14 TO DEMOLISH THE MICHELSON PUMP STATION NO. 1 BUILDING AND ASSOCIATED WORK FOR THE MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION, PROJECTS 20124 (1599) AND 30214 (1706).



# Overview of MWRP Phase 2 Expansion

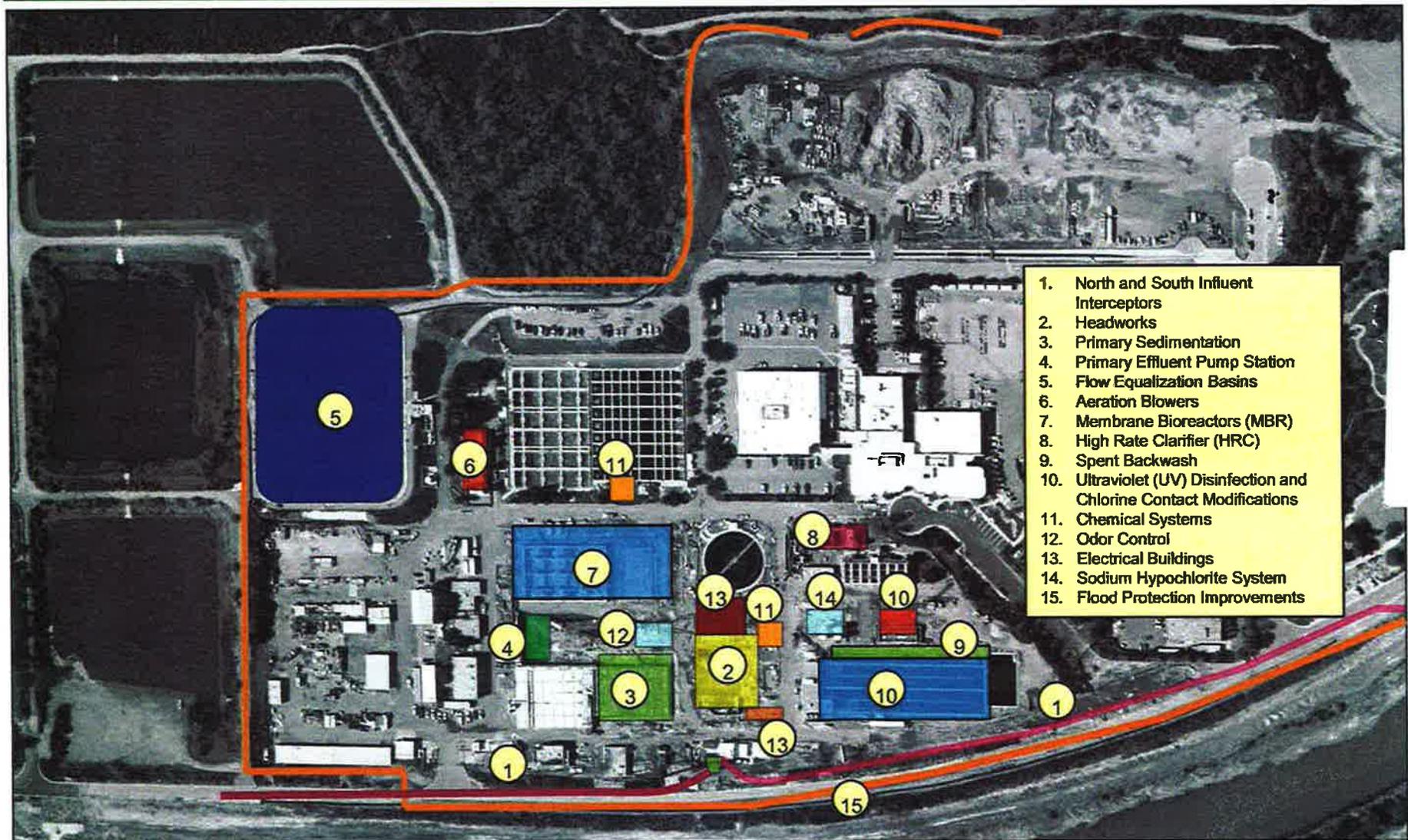


EXHIBIT "A"

**CO EXHIBIT "B" DER**

**IRVINE RANCH WATER DISTRICT**  
 15600 Sand Canyon Avenue  
 Irvine, California 92618  
 (949) 453-5300



C.O. No. 75  
 Final

Project No. 20214, 30214,  
 20542, 30542  
 (1599,1706,1150,1118)

**MWRP Phase 2 Expansion and Flood Protection Improvements**

Project Title

Date: July 10, 2012

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
MPS-1 Building Demolition and Electrical Relocation (CR-209) PR 20214 (1599) and 30214 (1706)	\$473,570.14	\$0.00	0
<b>Note 1.</b> The project's overall completion date of January 15, 2013 is unchanged with this Change Order at this time. <b>Note 2.</b> Depending on the manufacturing time for the electrical gear and , detailed schedule review of the project, the project's overall completion date may be affected. A subsequent change order will address the time impact.			
<b>TOTAL</b>	\$473,570.14	\$0.00	0

	=		DAYS ±
1. NET AMOUNT THIS CHANGE ORDER		\$473,570.14	0
2. ORIGINAL CONTRACT AMOUNT		\$87,479,450.00	1,094
3. TOTAL PREVIOUS CHANGE ORDER(S)		\$2,778,869.81	167
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)		\$90,258,319.81	1,261
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)		\$90,731,889.95	1,261

We hereby agree to make the above change subject to the terms of this change order for the sum of: \_\_\_\_\_

-----Four Hundred Seventy-Three Thousand Five Hundred Seventy and 14/100-----Dollars

7/11/12  
 Date

J R Filanc Construction Co.  
 Contractor

[Signature]  
 By: Bill Hanley, Project Manager

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
<u>[Signature]</u> IRWD Engineer or Consulting Engineer	<u>7/11/12</u> Date	Department Director Approval Required <input type="checkbox"/>
<u>Steve Malloy</u> Principal Engineer - MWRP Construction	<u>7-11-12</u> Date	General Manager Approval Required <input type="checkbox"/>
<u>[Signature]</u> Executive Director of Engineering and Planning	<u>7-13-12</u> Date	Committee Approval Required <input type="checkbox"/>
<u>[Signature]</u> General Manager	<u>                    </u> Date	Board Approval Required <input checked="" type="checkbox"/>
		By _____ Date _____
		Purchase Order No. _____

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

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

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
1	Approved by Director of Engineering and Construction Approved on November 19, 2009			\$195.40	\$0.00	\$195.40	0.0%	\$87,479,645.40	0	0	0	1,094	8/1/2012
1.1	Partnering Workshop – IRWD and the Contractor agreed to split equally the cost of partnering. The initial partnering workshop was held on September 3, 2009. This change request represents the Contractor’s portion of the cost of that initial workshop. It is a credit to IRWD.	A	(\$6,561.60)						0				
1.2	Installation of Bollards – The Contractor installed bollards around the IRWD MWRP Phase 2 Field Office Trailer and K-rails around the interim sodium hypochlorite System to protect from traffic	A	\$ 3,655.72						0				
1.3	Relocation of 4-inch Natural Gas Pipeline	B	\$ 3,101.28						0				
2	Approved by Director of Engineering and Construction Approved on December 3, 2009			\$16,018.04	\$195.40	\$16,213.44	0.0%	\$87,495,663.44	0	0	0	1,094	8/1
2.1	Previously Approved Change Request #4 – Tree Removal and Grinding at Flood Improvements and Duck Club	A	\$ 6,696.00						0				
2.2	Previously Approved NOPE #1 – Demolish Abandoned Building	D	\$ 7,641.87						0				
2.3	Repair of 10-inch PVC Groundwater Line at the New Headworks Area	B	\$ 1,680.17						0				
3	Approved by Director of Engineering and Construction Approved on December 18, 2009			\$0.00	\$16,213.44	\$16,213.44	0.0%	\$87,495,663.44	0	0	0	1,094	8/1
3.1	Construct Temporary Access Road to Staging Area 3	A	\$ -						0				
4	Approved by Board of Directors Approved on January 25, 2010			\$143,950.10	\$16,213.44	\$160,163.54	0.2%	\$87,639,613.54	0	0	0	1,094	8/1/2012
4.1	Upsize Area 600 Aeration Blower from 350 to 500 hp	C	\$ 66,355.57						0				
4.2	Upsizing Soft Starters for Area 700 Blowers from 350 to 450 hp	C	\$ 41,529.75						0				
4.3	Infrared Windows to Measure Stray Currents	A	\$ 36,064.78						0				
5	Approved by Director of Engineering and Construction Approved on December 29, 2009			\$5,081.52	\$160,163.54	\$165,245.06	0.2%	\$87,644,695.06	0	0	0	1,094	8/1/2012
5.1	Relocation of K-rail to Allow Construction Equipment access for pond maintenance (PR 10942)	D	\$ 5,081.52						0				
6	Approved by Engineering & Operations Comm Approved on January 19, 2010			\$77,478.00	\$165,245.06	\$242,723.06	0.3%	\$87,722,173.06	0	0	0	1,094	8/1/2012
6.1	WAS and Skimming Pumps Replacement (PR 20779)	D	\$ 77,478.00						0				

C-1

Exhibit "C"

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
7	Approved by AGM Approved on February 9, 2010			\$10,214.87	\$242,723.06	\$252,937.93	0.3%	\$87,732,387.93	0	0	0	1,094	8/1/2012
	7.1 Relocation and Repair of Unknown Utilities. The Contractor relocated a 1-inch air line and repaired a 2-inch chlorine line, both of which were not shown on the Plans. (CCR #10)	B	\$ 2,588.36						0				
	7.2 Removal and Disposal of Unknown Electrical Ductbanks at future Sodium Hypochlorite Feed Facility. (CCR #12)	B	\$ 2,216.31						0				
	7.3 Non-compensable Weather-Related Delay	B	\$ -						0				
	7.4 Non-compensable Time Extension Due to Change Order No. 4	C	\$ -						0				
	7.5 Addition of Manways on Sodium Hypochlorite Tanks (CCR #23)	A	\$ 5,410.20						0				
8	Approved by Board of Directors Approved on February 22, 2010			-\$1,135,820.75	\$252,937.93	-\$882,882.82	-1.0%	\$86,596,567.18	0	0	0	1,094	8/1/2012
	8.1 Delete Bid Item A.28 – System Integration	A	\$ (1,624,460.00)						0				
	8.2 System Integration Coordination and SCADA Hardware Procurement	A	\$ 488,639.25						0				
9	Approved by AGM Approved on March 18, 2010			-\$36,064.78	-\$882,882.82	-\$918,947.60	-1.1%	\$86,560,502.40	0	0	0	1,094	8/1/2012
	9.1 Deletion of Change Order 4, Line Item 3 – Installation of Infrared Windows.	A	\$ (36,064.78)						0				
10	Approved by AGM Approved on March 23, 2010			\$6,963.45	-\$918,947.60	-\$911,984.15	-1.0%	\$86,567,465.85	0	0	0	1,094	8/1/2012
	10.1 Removal of 18-inch pipe and installation of 24-inch blind flange at Sodium Hypochlorite System excavation (CR #24)	B	\$2,708.66						0				
	10.2 Addition of 24-inch side manway for Manganese Hydroxide tanks (CR #27)	A	\$5,667.83						0				
	10.3 Relocation of 54" Primary Effluent Line (CR #29)	A	(\$15,928.00)						0				
	10.4 Change in PVC C900/C905 Manufacturer (CR #30)	A	\$14,514.96						0				

C-2

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C. O. days	Revised Total Contract Days	Revised Completion Date
11	Approved by Director of Engineering and Construction Approved on April 26, 2010			\$21,033.73	-\$911,984.15	-\$890,950.42	-1.0%	\$86,588,499.58	0	0	0	1,094	8/1/2012
	11.1 Abandoned 24-inch line at high rate clarifier location (CR #026)	B	\$15,782.97						0				
	11.2 Exploratory Excavation for Duct Bank at MPS-2 electrical building	B	\$3,035.98						0				
	11.3 Provide chain operators and chain, and grease fittings for plug valves for the WAS/Skimming Pumps Replacement Project (PR 20779) (CR #036)	D	\$2,214.78						0				
12	Approved by Director of Engineering and Construction Approved on April 28, 2010			\$17,121.47	-\$890,950.42	-\$873,828.95	-1.0%	\$86,605,621.05	0	0	0	1,094	8/1/2012
	12.1 Relocation of Existing 10-inch and 6-inch GW line (CR #014)	B	\$17,121.47						0				
13	Approved by AGM Approved on April 28, 2010			\$34,095.00	-\$873,828.95	-\$839,733.95	-1.0%	\$86,639,716.05	0	0	0	1,094	8/1/2012
	13.1 Modifications in Checkered Aluminum Plates at the Headworks Area (CR 037)	C	\$34,095.00						0				
14	Approved by Director of Engineering and Construction Approved on May 4, 2010			\$16,655.10	-\$839,733.95	-\$823,078.85	-0.9%	\$86,656,371.15	0	0	0	1,094	8/1/2012
	14.1 Electrical Substation Work (Two additional 5-inch Conduits and Connection btwn IRWD and SCE) (CR 028)	A	\$16,655.10						0				
15	Approved by AGM Approved on May 21, 2010			-\$49,007.95	-\$823,078.85	-\$872,086.80	-1.0%	\$86,607,363.20	0	0	0	1,094	8/1/2012
	15.1 Credit for Not Relocating the 18-inch diameter drain line at HRC (CR #019)	A	(\$42,262.00)						0				
	15.2 Credit for Slab Penetration Modifications, Detail P17 (RFI 0102) (CR #032)	A	(\$6,745.95)						0				
16	Approved by Director of Engineering and Construction Approved on May 25, 2010			\$22,358.42	-\$872,086.80	-\$849,728.38	-1.0%	\$86,629,721.62	0	0	0	1,094	8/1/2012
	16.1 Abandonment of 6" Pipes at MBR Screen Area (CR 042)	B	\$2,536.36						0				
	16.2 Addition of Three Transformers at UV Disinfection Facility (RFI 0149)	C	\$18,633.63						0				
	16.3 Remove encasement on existing utilities to allow construction of future Primary Sedimentation Tanks (CR 051)	B	\$1,188.43						0				

C-3

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
17	Approved by Engineering & Operations Committee Approved on June 15, 2010			-\$55,420.00	-\$849,728.38	-\$905,148.38	-1.0%	\$86,574,301.62	0	0	0	1,094	8/1/2012
17.1	Demolition of Old Clarifier Bottoms (CR 013)	B	(\$55,420.00)						0				
18	Approved by Director of Engineering and Construction Approved on July 28, 2010			\$24,882.24	-\$905,148.38	-\$880,266.14	-1.0%	\$86,599,183.86	0	0	0	1,094	8/1/2012
18.1	Water Control Gate Revisions (CR #034)	C	\$17,923.23						0				
18.2	Repair of Existing Vault west of High Rate Clarifier (CR #057)	B	\$1,451.75						0				
18.3	Additional Demolition at Abandoned Aerobic Digester Area (CR #063)	B	\$5,507.26						0				
19	Approved by Director of Engineering and Construction Approved on July 30, 2010			\$16,058.68	-\$880,266.14	-\$864,207.46	-1.0%	\$86,615,242.54	0	0	0	1,094	8/1/2012
19.1	Platform modifications at Sodium Hypochlorite Feed System (CR 025)	A	\$2,478.67						0				
19.2	Pothole of existing 36-inch filter influent pipe (CR 043)	A	\$4,503.99						0				
19.3	Delete 6" knife gate valve and add 6" plug valve at Primary Sedimentation (CR 046)	A	\$662.31						0				
19.4	Repair of reclaimed water leak near old control room (CR 054)	B	\$1,173.07						0				
19.5	MBR fine screen cover plates modifications (CR 064)	B	\$7,240.64						0				
20	Approved by Assistant GM Approved on August 26, 2010			\$34,622.27	-\$864,207.46	-\$829,585.19	-0.9%	\$86,649,864.81	0	0	0	1,094	8/1/2012
20.1	Area 600 Blower Discharge Modifications (CR 050)	A	\$34,622.27						0				
21	Approved from Board of Directors Approved on August 23, 2010			\$277,384.97	-\$829,585.19	-\$552,200.22	-0.6%	\$86,927,249.78	0	0	0	1,094	8/1/2012
21.1	Valve Vaults Modifications (CR 020)	A	\$277,384.97						0				
22	Approved by Director of Engineering and Construction Approved on August 26, 2010			\$23,117.06	-\$552,200.22	-\$529,083.16	-0.6%	\$86,950,366.84	0	0	0	1,094	8/1/2012
22.1	Site Cleanup Due to Existing Filter Overflow (CR 065)	B	\$4,271.51						0				
22.2	Hollow shaft motor modifications to Vertical Turbine & Vertical Propeller Pumps (CR 069)	A	\$18,845.55						0				
23	Approved by Director of Engineering and Construction Approved on September 9, 2010			\$23,569.60	-\$529,083.16	-\$505,513.56	-0.6%	\$86,973,936.44	0	0	0	1,094	8/1/2012
23.1	MBR Anoxic Wall Modifications (CR 061)	C	\$6,399.86						0				
23.2	Repair Existing 6-inch GW near SCE Station (CR 067)	B	\$3,449.83						0				
23.3	Unforeseen Conditions at SCE Conduit Installation (CR 075)	B	\$13,719.91						0				

C-4

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
24	Approved by Engineering and Operations Committee Approved on September 21, 2010			-\$52,172.00	-\$505,513.56	-\$557,685.56	-0.6%	\$86,921,764.44	0	0	0	1,094	8/1/2012
24.1	UVE Piping Modifications at Chlorine Contact Tanks (CR 056)	A	(\$52,172.00)						0	0	0	1,094	8/1/2012
25	Approved by Board of Directors Approved on September 27, 2010			\$186,651.45	-\$557,685.56	-\$371,034.11	-0.4%	\$87,108,415.89	0	0	0	1,094	8/1/2012
25.1	Modifications to Campus Drive Entrance (CR 022)	A	\$186,651.45						0	0	0	1,094	8/1/2012
26	Approved by Director of Engineering and Construction Approved on October 20, 2010			\$19,392.74	-\$371,034.11	-\$351,641.37	-0.4%	\$87,127,808.63	0	0	0	1,094	8/1/2012
26.1	Change of Strut Material from FRP to Stainless Steel 316/Install CAT5 Cable from PLC 1600 to PLC 9 (CR 074) [PR 20214, 30214]	A	\$1,539.18						0	0	0	1,094	8/1/2012
26.2	Existing Primary Sludge Pump Room Demolition and Modifications (CR 076) [PR 20214, 30214]	C	\$3,909.94						0	0	0	1,094	8/1/2012
26.3	Fence Repair at SCE Substation (CR 078) [PR 20214, 30214]	B	\$1,957.62						0	0	0	1,094	8/1/2012
26.4	SHC Electrical and Controls and Milestone Revisions (CR 079) [PR 20214, 30214]	B	\$324.07						0	0	0	1,094	8/1/2012
26.5	Change to more Energy Efficient Air Conditioning Units (Five Total) (Submittal 15604-001) (CR 081) [PR 20214, 30214]	A	\$9,101.41						0	0	0	1,094	8/1/2012
26.6	Grouting of the Sodium Hypochlorite Tanks at their Permanent Site (CR 084) [PR 20214, 30214]	A	\$2,560.52						0	0	0	1,094	8/1/2012
27.1	Approved by Engineering & Operations Committee Approved on November 4, 2010 Primary Sedimentation Tanks Flo-Clip Baffles Value Engineering (CR 080)	A	(\$58,157.82)	-\$58,157.82	-\$351,641.37	-\$409,799.19	-0.5%	\$87,069,650.81	0	0	0	1,094	8/1/2012
28	Approved by GM Approved on November 24, 2010			\$39,525.24	-\$409,799.19	-\$370,273.95	-0.4%	\$87,109,176.05	0	0	0	1,094	8/1/2012
28.1	Ducts for Future Phase 3 MBR (RFI 44) (RFI 016)	A	\$32,021.80						0	0	0	1,094	8/1/2012
28.2	Sodium Hypochlorite LCP Modifications (CR 071)	A	\$7,503.44						0	0	0	1,094	8/1/2012
29	Approved by Director of Engineering & Construction Approved on December 22, 2010			\$23,964.61	-\$370,273.95	-\$346,309.34	-0.4%	\$87,133,140.66	0	0	0	1,094	8/1/2012
29.1	MBR Aeration Piping Access Platforms (CR-066)	A	\$14,074.73						0	0	0	1,094	8/1/2012
29.2	Electrical Conduit Installation near MWRP Phase 2 Trailers (Unforeseen Conditions) (CR 077)	B	\$9,889.88						0	0	0	1,094	8/1/2012

C-5

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
30	Approved by Assistant GM Approved on December 22, 2010			\$48,684.10	-\$346,309.34	-\$297,625.24	-0.3%	\$87,181,824.76	0	0	0	1,094	8/1/2012
30.1	Pipe Support (20-PE and 18-ML) Modifications per Submittal 15090-003 (CR 073)	C	\$20,880.97						0				
30.2	Material Change to SS 316 for Dry Type Transformer Submittal 16460-001 and Panelboard Submittal 16441-002 (CR 093)	A	\$27,803.13						0				
31	Approved by Engineering & Operations Committee Approved on January 18, 2011			\$61,136.74	-\$297,625.24	-\$236,488.50	-0.3%	\$87,242,961.50	0	0	0	1,094	8/1/2012
31.1	Modifications at Campus Drive Access (CR 085)	A	\$61,136.74						0				
32	Approved by Director of Engineering & Construction Approved on January 31, 2011			\$24,303.15	-\$236,488.50	-\$212,185.35	-0.2%	\$87,267,264.65	0	0	0	1,094	8/1/2012
32.1	Delete Grout Fillet and Add Embeds at Headworks Grit Chambers (CR 090)	A	\$8,156.20						0				
32.2	LCPs for Vertical Recirculating Chopper Pumps and Sump Pumps (CR 097)	C	\$15,000.00						0				
32.3	Install Additional "Pipe Below Ground" Warning Tape (CR-099)	A	\$1,146.95						0				
33	Approved by Board of Directors Approved on February 28, 2011			\$282,840.15	-\$212,185.35	\$70,654.80	0.1%	\$87,550,104.80	0	0	0	1,094	8/1/2012
33.1	Revised chlorine feed to filters (CR-038)	C	-\$3,510.68						0				
33.2	PEPS meter vaults and bypass piping revisions (CR-039)	C	-\$165,696.50						0				
33.3	MPS-2 Pump Discharge Pipe Modifications (NOPE #003/CR-040)	D	\$54,005.58						0				
33.4	Modifications to MPS-2 Building Due to Unknown Duct Banks (RFI 160) (CR-049)	B	\$16,500.00						0				
33.5	WAS/Foam Pump Revisions (CR-053)	C	-\$5,696.40						0				
33.6	Floodwall Revisions per County of Orange and FEMA comments (CR-083)	A	\$350,685.85						0				
33.7	Modifications to Grating Supports at PST Splitter Box (CR-102)	C	\$5,266.73						0				
33.8	Change to NEMA 3R SS 316 Cabinets and Additional Taps for UV Disinfection Transformers Added by CR 047/CO 16 (CR-104)	A	\$12,003.29						0				
33.9	Miscellaneous Time & Material Items								0				
	Demo Oversized Footing/Rebar on Existing Retaining Wall behind Paint Shop (CR-100)	B	\$5,391.41						0				
	Removal of Unknown Concrete at the North Interceptor (CR-107)	B	\$2,917.38						0				
	Thrust block on storage line at HRC vault (CR-108)	B	\$3,638.22						0				
	Removal of encased pipe for pile driving at MBR (CR-109)	B	\$2,756.79						0				
	Repair pile damaged when performing CR-109 (CR-110)	B	\$1,320.34						0				
	Install hydrophilic waterstop at PST launders (CR-113)	B	\$3,258.14						0				

C-6

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
34	Approved by Director of Engineering & Construction Approved on March 23, 2011			\$21,844.56	\$70,654.80	\$92,499.36	0.1%	\$87,571,949.36	0	0	0	1,094	8/1/2012
34.1	Groundwater Well Modifications (CR-041) [PR 20214, 30214]	A	\$2,338.20						0				
34.2	Bypass for Shutdown at HRC Vault (CR-106) [PR 20214, 30214]	A	\$11,200.90						0				
34.3	Removal and Disposal of Abandoned 8-inch Reclaimed Water Line in the area of North Influent Interceptor Junction Structure (CR-111) [PR 20214, 30214]	B	\$3,039.17						0				
34.4	Additional Pipe Supports for 20" PE at MBR (CR-135) [PR 20214, 30214]	B	\$2,811.22						0				
34.5	Repair existing 6-in Reclaimed Water Line near Headworks (CR-138) [PR 20214, 30214]	C	\$2,455.07						0				
35	Approved by Asst. GM Approved on April 18, 2011			\$43,741.00	\$92,499.36	\$136,240.36	0.2%	\$87,615,690.36	0	0	0	1,094	8/1/2012
35.1	Area 600 Blower Discharge Modifications (CR-055) [PR 20214, 30214]	A	\$28,785.00						0				
35.2	Area 600 Blower Structural Support Modifications (CR-077) [PR 20214, 30214]	B	\$14,956.00						0				
36	Approved by Director of Engineering and Construction Approved on May 16, 2011			\$23,514.97	\$136,240.36	\$159,755.33	0.2%	\$87,639,205.33	0	0	0	1,094	8/1/2012
36.1	Area 300 Primary Sedimentation and Area 700 Membrane Bioreactors FRP Launder Modifications (CR-087) [PR 20214, 30214]	A	\$4,757.27						0				
36.2	Area 700 Membrane Bioreactors GE Piping Modifications (CR-136) [PR 20214, 30214]	B	\$16,933.64						0				
36.3	Addition of speed feedback on Various variable speed pumps (Chemical Systems) (CR-116) [PR 20214, 30214]	A	\$1,824.06						0				
37	Approved by Assistant GM Approved on May 30, 2011			\$46,369.50	\$159,755.33	\$206,124.83	0.2%	\$87,685,574.83	0	0	0	1,094	8/1/2012
37.1	Replacement of Existing Area 600 Discharge Pipe Coupling (CR-117) [PR 20214, 30214]	A	\$14,011.85						0				
37.2	Modifications to Primary Sedimentation Tank Embeds and Cover Plates (CR-125) [PR 20214, 30214]	A	\$6,751.65						0				
37.3	Increase of Bid Item A.8 - Additional Pre-drilling of Piles (CR-098) - 3,658 LF@ \$7/LF [PR 20214, 30214]	B	\$25,606.00						0				
38	Approved by Director of Engineering and Construction Approved on May 30, 2011			\$24,692.00	\$206,124.83	\$230,816.83	0.3%	\$87,710,266.83	0	0	0	1,094	8/1/2012
38.1	Two-Sided (Split Faced) Masonry for Flood Protection Improvements (CR-088) [PR 20542, 30542]	C	\$19,704.00						0				
38.2	Architectural Modifications of MBR Building per Revised Drawing A-702 (CR-149) [PR 20214, 30214]	C	\$4,988.00						0				

C-7

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
39	Approved by Engineering & Operations Committee Approved on June 21, 2011 39.1 Additional Architectural Modifications at High Rate Clarifier (CR-082) [PR 20214, 30214]	A	\$60,515.80	\$60,515.80	\$230,816.83	\$291,332.63	0.3%	\$87,770,782.63	0	0	0	1,094	8/1/2012
40	Approved by Director of Engineering and Construction Approved on June 23, 2011 40.1 Double Containment Piping Modification for Sodium Hypochlorite System (CR-095) [PR 20214, 30214/Oracle 1599, 40.2 Change of Enclosure from NEMA 4 to NEMA 4X SS for Chopper Pumps in CR-097 (CR-133) [PR 20214, 40.3 Sodium Hypochlorite Tank Pad at PST Odor Control (CR-146) [PR 20214, 30214/Oracle 1599, 1706]	A A B	\$16,157.16 \$1,347.00 \$5,709.89	\$23,214.05	\$291,332.63	\$314,546.68	0.4%	\$87,793,996.68	0 0 0	0 0 0	0 0 0	1,094	8/1/2012
41	Approved Assistant GM Approved on June 24, 2011 41.1 MPS-2 replacement of existing valves (NOPE #4) (CR-126) [PR 20214, 30214/Oracle 1599, 1706] 41.2 Graybar Modifications per RFI 372 (CR-144) [PR 20214, 30214/Oracle 1599, 1706] 41.3 Steel Joists Modifications Due to Additional Load Requirements per Submittal 05221-001 (CR-153) [PR 20214, 30214/Oracle	A A B	\$35,068.26 \$3,429.00 \$9,508.00	\$48,005.26	\$314,546.68	\$362,551.94	0.4%	\$87,842,001.94	0 0 0	0 0 0	0 0 0	1,094	8/1/2012
12	Approved by Engineering & Operations Committee Approved on July 13, 2011 42.1 MBR Aeration and Permeate Piping Modifications (CR-048) [PR 20214, 30214/Oracle 1599, 1706]	B	\$59,150.74	\$59,150.74	\$362,551.94	\$421,702.68	0.5%	\$87,901,152.68	0	0	0	1,094	8/1/2012
43	Approved by Board of Directors Approved on July 25, 2011 43.1 Pipelines and Utilities for Future Biosolids (CR-017) (PR 20847/Oracle 1617) 43.2 Biosolids Sewer Force Main (CR-045) (PR 20847/Oracle 1617) 43.3 Geotechnical Investigation at Staging Area 2 for Biosolids Project (CR 137) (PR 20847/Oracle 1617)	D D D	\$503,272.17 \$626,976.14 \$2,035.40	\$1,132,283.71	\$421,702.68	\$1,553,986.39	1.8%	\$89,033,436.39	120 60 60	0	120	1,214	11/29/2012
44	Approved on Director of Engineering & Construction Approved on August 18, 2011 44.1 Chemical Systems Pump Pad Modifications (CR-105) (PR 20214,30214/Oracle 1599,1706) 44.2 Installation of 6" Gate Valve and Change of Pipe Size on PW near SII Junction (CR-140) (PR 20214,30214/Oracle 44.3 PLC-300 additional I/O to accommodate VFD change of Primary Sludge Pumps (PR 20214,30214/Oracle 1599,1706) 44.4 Non-compensable time extension of Milestone 5 – Floodwall Installation delay due to FEMA review and regulatory compliance	A A A B	\$1,833.71 \$9,141.00 \$13,999.77 \$0.00	\$24,974.48	\$1,553,986.39	\$1,578,960.87	1.8%	\$89,058,410.87	0 0 0 0	120	120	1,214	11/29/2012

C-8

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C. O. days	Revised Total Contract Days	Revised Completion Date
45	Approved by Director of Engineering & Construction Approved on August 29, 2011			\$24,935.87	\$1,578,960.87	\$1,603,896.74	1.8%	\$89,083,346.74	0	0	0	1,214	11/29/2012
45.1	Deletion of Monorail and Door Modifications at Headworks (CR-103) (PR 20214,30214/Oracle 1599,1706)	A	\$3,570.03						0				
45.2	Hollow Metal Door Modifications (CR-156) (PR 20214,30214/Oracle 1599,1706)	A	\$7,396.38						0				
45.3	Miscellaneous T&M (CR-166) (PR 20214,30214/Oracle 1599,1706)	B	\$13,969.46						0				
46	Approved by Board of Directors Approved on September 26, 2011			\$476,789.37	\$1,603,896.74	\$2,080,686.11	2.4%	\$89,560,136.11	0	120	120	1,214	11/29/2012
46.1	Replacement of Sand Canyon Zone A and Associated Piping, Valves, and Appurtenances (CR-130) (PR 30038/Oracle 1643)	D	\$455,216.07						0				
46.2	As Needed Potholing Related to Strainer Replacement and Pipe Installation (CR-130) (PR 30038/Oracle 1643)	D	\$21,573.30						0				
47	Approved by Director of Engineering & Construction Approved on October 13, 2011			\$24,215.90	\$2,080,686.11	\$2,104,902.01	2.4%	\$89,584,352.01	0	120	120	1,214	11/29/2012
47.1	Installation of Davits at PST, MBR, SBW Walkway, and HRC (CR-134) (PR 20214 (1599)/30214 (Oracle 1706))	A	\$6,153.02						0				
47.2	Miscellaneous T&M Work (CR-183) (PR 20214 (1599)/30214 (Oracle 1706))	B	\$18,062.88						0				
48	Approved by Director of Engineering & Construction Approved on October 18, 2011			\$24,860.93	\$2,104,902.01	\$2,129,762.94	2.4%	\$89,609,212.94	0	120	120	1,214	11/29/2012
48.1	Primary splitter box low pressure air pipe material and restraints (CR-162)/(PR 20214 (1599)/30214 (Oracle 1706))	C	\$6,583.45						0				
48.2	FRP Launder Modifications at MBR RAS Box (CR-168)/(PR 20214 (1599)/30214 (Oracle 1706))	C	\$4,318.00						0				
48.3	Concrete with PVC behind Auto Shop (CR-112)/(PR 20214 (1599)/30214 (Oracle 1706))	B	\$1,262.67						0				
48.4	Door Hardware Modifications per RFI-0339 (CR-139)/(PR 20214 (1599)/30214 (Oracle 1706))	C	\$7,428.82						0				
48.5	SBW Pumps Low Level Circuit modifications (CR-178)/(PR 20214 (1599)/30214 (Oracle 1706))	C	\$2,261.42						0				
48.6	Site Lighting Modifications (CR-068)/(PR 20214 (1599)/30214 (Oracle 1706))	C	\$3,006.57						0				

C-9

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
49	Approved from Board of Directors Approved on October 24, 2011 49.1 Biosolids Indicator Piles (CR-175)/PR 20847 (1617)	D	\$318,886.24	\$318,886.24	\$2,129,762.94	\$2,448,649.18	2.8%	\$89,928,099.18	0	120	120	1,214	11/29/2012
50	Approved by Director of Engineering & Construction Approved on November 21, 2011 50.1 Odor scrubber cleaning at Primary Sedimentation Tanks (CR-158) (PR 20214,30214/Oracle 1599,1706) 50.2 Existing Ductbank Modifications (CR-185) (PR 20214,30214/Oracle 1599,1706) 50.3 Additional Concrete Fillets at High Rate Clarifier (CR-188) (PR 20214,30214/Oracle 1599,1706)	A A A	\$2,564.33 \$13,764.46 \$8,629.05	\$24,957.84	\$2,448,649.18	\$2,473,607.02	2.8%	\$89,953,057.02	0	120	120	1,214	11/29/2012
51	Approved by Director of Engineering & Construction Approved on November 22, 2011 51.1 Filter Pump Station-2(FPS-2) Potable Water Line Addition (CR-172) (PR 20214 (1599)/30214 (Oracle 1706)) 51.2 Pothole 8 Inch Drain Line from High Rate Clarifier to Manhole #3 (CR-197) (PR 20214 (1599)/30214 (Oracle 1706))	A B	\$6,296.80 \$18,045.37	\$24,342.17	\$2,473,607.02	\$2,497,949.19	2.9%	\$89,977,399.19	0	120	120	1,214	11/29/2012
52	Approved by Board of Directors Approved on December 12, 2011 52.1 36" Stormwater Pipeline for Biosolids (CR-174) (PR 20847)	D	\$284,442.00	\$284,442.00	\$2,497,949.19	\$2,782,391.19	3.2%	\$90,261,841.19	0	120	120	1,214	11/29/2012
53	Approved by Director of Engineering & Construction Approved on December 8, 2011 53.1 Modifications to MBR Pump Room Drains and Valve Vaults (CR-096) (PR 20214/30214 (1599/1706)) 53.2 Central Electrical Building Masonry Veneer Modifications (CR-159) (PR 20214/30214 (1599/1706)) 53.3 Sodium Hydroxide Tank Pad Modifications (CR-161) 53.4 Addition of Gutter and Downspout at Membrane Bioreactors Structure (CR-164) (PR 20214/30214 (1599/1706))	C C A C	\$8,460.88 \$5,243.55 \$2,578.57 \$8,602.30	\$24,885.30	\$2,782,391.19	\$2,807,276.49	3.2%	\$90,286,726.49	0	120	120	1,214	11/29/2012
54	Approved by Director of Engineering & Construction Approved on December 9, 2011 54.1 Grit Pump and Mixer Power Feed Modifications (CR-115) (PR 20214,30214/Oracle 1599,1706) 54.2 8-inch Plant Drain Residuals to Headworks Piping Modifications at High Rate Clarifier (CR-171) (PR 20214,30214/Oracle 1599,1706) 54.3 Vault Drain Line to PEPS (CR-176) (PR 20214,30214/Oracle 1599,1706)	A A B	\$3,764.78 \$11,720.63 \$9,083.93	\$24,569.34	\$2,807,276.49	\$2,831,845.83	3.2%	\$90,311,295.83	0	120	120	1,214	11/29/2012

C - 10

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
55	Approved by Director of Engineering & Construction Approved on January 11, 2012			\$24,469.23	\$2,831,845.83	\$2,856,315.06	3.3%	\$90,335,765.06	0	120	120	1,214	11/29/2012
55.1	Sodium Hypochlorite and Ferric Chloride Chemical Piping Additions (CR-128) (PR 20214,30214/Oracle 1599,1706)	A	\$9,994.81						0				
55.2	Modifications to the Existing Filter Effluent Channels (CR-204) (PR 20214,30214/Oracle 1599,1706)	C	\$14,474.42						0				
56	Approved by Director of Engineering & Construction Approved on January 20, 2012			\$24,315.75	\$2,856,315.06	\$2,880,630.81	3.3%	\$90,360,080.81	47	120	167	1,261	1/15/2013
56.1	Existing Sludge Pump Room Modifications (CR-147) (PR 20214,30214/Oracle 1599,1706)	B	\$19,483.75						0				
56.2	Structural Modifications for 20" LPA Penetration at MBR Building (CR-213) (PR 20214,30214/Oracle 1599,1706)	C	\$4,832.00						47				
57	Approved by Board of Directors Approved on February 27, 2012			\$116,206.53	\$2,880,630.81	\$2,996,837.34	3.4%	\$90,476,287.34	0	167	167	1,261	1/15/2013
57.1	Change from 2-Ton Bridge Crane to 5-Ton Bridge Crane (CR-195) (PR 20214,30214/Oracle 1599,1706)	C	\$116,206.53						0				
58	Approved by Board of Directors Approved on February 27, 2012			(\$669,030.20)	\$2,996,837.34	\$2,327,807.14	2.7%	\$89,807,257.14	0	167	167	1,261	1/15/2013
58.1	Final Quantity Adjustment due to Differing Site Conditions of Bid Item A.06 – Precast Prestressed Concrete Driven Piles – Structure Piles (PR 20214,30214/Oracle 1599,1706)	B	(\$669,030.20)						0				
59	Approved by Director of Engineering & Construction Approved on February 23, 2012			\$24,975.26	\$2,327,807.14	\$2,352,782.40	2.7%	\$89,832,232.40	0	167	167	1,261	1/15/2013
59.1	South Influent Interceptor Modifications (CR-169) (PR 20214,30214/Oracle 1599,1706)	B	\$24,975.26						0				
60	Approved by Director of Engineering & Construction Approved on February 24, 2012			\$24,875.42	\$2,352,782.40	\$2,377,657.82	2.7%	\$89,857,107.82	0	167	167	1,261	1/15/2013
60.1	Installation of 1" and 2" Conduits at High Rate Clarifier (CR-058) (PR 20214,30214/Oracle 1599,1706)	B	\$1,225.50						0				
60.2	Floodwall Revisions Due to 5 kV and Transmitter Conflict (CR-148) (PR 20542 (1150)/30542 (1118))	B	\$1,485.98						0				
60.3	Pump call relays for Area 800 polymer and sand feed LCPs (CR-189) (PR 20214,30214/Oracle 1599,1706)	A	\$1,013.84						0				
60.4	Modifications to Flood Wall Entrance on Riparian (CR-222) (PR 20542 (1150)/30542 (1118))	B	\$17,922.87						0				
60.5	Existing 30-Inch Wall Spools at SBW Tank (CR-223)(PR 20214,30214/Oracle 1599,1706)	A	\$3,227.23						0				

C-11

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

C-12

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
61	Approved by Engineering & Operations Committee Approved on March 20, 2012			\$56,853.28	\$2,377,657.82	\$2,434,511.10	2.8%	\$89,913,961.10	0	167	167	1,261	1/15/2013
61.1	Additional sampling stations, samplers, analyzers, and associated electrical, instrumentation, and programming at Primary Effluent Pump Station, Membrane Bioreactor, and Chlorine Contact Tanks (CR-131) (PR 20214,30214/Oracle	A	\$56,853.28						0				
62	Approved by Director of Engineering & Construction Approved on March 19, 2012			\$24,734.25	\$2,434,511.10	\$2,459,245.35	2.8%	\$89,938,695.35	0	167	167	1,261	1/15/2013
62.1	Additional Electrical Work to Site Glass for Scum Line at Primary Sludge Room (CR-044)(PR 20214,30214/Oracle	C	\$3,247.25						0				
62.2	T12/T13 Substation Pad Modifications (CR-120)(PR 20214,30214/Oracle 1599,1706)	C	\$13,144.00						0				
62.3	Removal of ACP Pipe in Primary Sludge Room (CR-124) (PR 20214,30214/Oracle 1599,1706)	B	\$3,562.83						0				
62.4	Pressure Testing of 14-Inch Butterfly Valves at MPS-2 (CR-187) (PR 20214,30214/Oracle 1599,1706)	A	\$2,454.83						0				
62.5	Pipe Rental for Secondary Clarifier Bypass (CR-202) (PR 20214,30214/Oracle 1599,1706)	A	\$2,325.34						0				
62.6	Non-compensatory Time Extension of 117 Days for Milestone #5 - Floodwall Installation	B	\$0.00						0				
63	Approved by Director of Engineering & Construction Approved on March 26, 2012			\$24,724.63	\$2,459,245.35	\$2,483,969.98	2.8%	\$89,963,419.98	0	167	167	1,261	1/15/2013
63.1	Remove and Replace Existing Slide Gate at Backwash Supply Tank (CR-165)(PR 20214,30214/Oracle 1599,1706)	A	\$18,991.09						0				
63.2	HRC Polymer Storage & Feed System Modifications (CR-170)(PR 20214,30214/Oracle 1599,1706)	C	\$3,435.19						0				
63.3	Potholing for Utilities Not Shown on Drawings near MgOH Tanks (CR-211)(PR 20214,30214/Oracle 1599,1706)	C	\$2,298.35						0				

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

C-13

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C. O. days	Revised Total Contract Days	Revised Completion Date
64	Approved by E&O Committee Approved on April 17, 2012 64.1 Grading Modifications at High Rate Clarifier (CR-179) (PR 20214,30214/Oracle 1599,1706)	A	\$76,429.27	\$76,429.27	\$2,483,969.98	\$2,560,399.25	2.9%	\$90,039,849.25	0	167	167	1,261	1/15/2013
65	Approved by Director of Engineering & Construction Approved on April 19, 2012 65.1 Filler pieces between steel roof joists at CEB (CR-154)(PR 20214,30214/Oracle 1599,1706) 65.2 Highline & Relocate 6-in GW due to revised location of electrical manholes (CR-201)(PR 20214,30214/Oracle 65.3 Additional Building Signage at UV Facility (CR-205) (PR 20214,30214/Oracle 1599,1706) 65.4 Area 400 PEPS Electrical Room HVAC Modifications (CR-215) (PR 20214,30214/Oracle 1599,1706) 65.5 Revisions to the Seimens Pre-Negotiated Component Scope for the Odor Scrubber (CR-226) (PR 20214,30214/Oracle	C B A C A	\$1,072.20 \$10,739.37 \$3,432.94 \$2,186.05 \$6,796.29	\$24,226.85	\$2,560,399.25	\$2,584,626.10	3.0%	\$90,064,076.10	0	167	167	1,261	1/15/2013
66	Approved by General Manager Approved on May 1, 2012 66.1 High Rate Clarifier and Chlorine Contact Tank Coating Modifications (CR-155) 30542 (1118)	A	\$28,953.41	\$28,953.41	\$2,584,626.10	\$2,613,579.51	3.0%	\$90,093,029.51	0	167	167	1,261	1/15/2013
67	Approved by General Manager Approved on May 7, 2012 67.1 Membrane Bioreactors Air Scour Blower Control I/O Conduit Modifications (CR-101) PR 20124 (1599) 67.2 Primary Sludge Pump Modifications (CR-114) PR 20214 (1599)	A A	\$21,906.75 \$26,328.27	\$48,235.02	\$2,613,579.51	\$2,661,814.53	3.0%	\$90,141,264.53	0	167	167	1,261	1/15/2013
68	Approved by Exe. Dir. Of Engineering & Planning Approved on May 18, 2012 68.1 Backwash Surge Line Reroute to Backwash Supply Wetwell (CR-198) PR 30124 (1706) 68.2 Additional Eyewash at the UV Disinfection Facility (CR-200) PR 30214 (1706)	A A	\$20,308.25 \$4,634.95	\$24,943.20	\$2,661,814.53	\$2,686,757.73	3.1%	\$90,166,207.73	0	167	167	1,261	1/15/2013
69	Approved by Exe. Dir. Of Engineering & Planning Approved on May 23, 2012 69.1 Modifications to Existing Slab-On-Grade at Filters (CR-142) PR 30124 (1706) 69.2 Flood Wall Modifications (CR-167) PR 20542 (1150)/PR 30542 (1118) 69.3 Filters Air Flow Meter Repair and Bollards Addition (CR-173) PR 30124 (1706) 69.4 Bridge Crane Photo Sensors at Membrane Bioreactors and Ultraviolet Disinfection Facility (CR-177) PR 20214 (1599)/PR 30214 (1706)	A A A A	\$2,816.82 \$3,488.62 \$2,185.92 \$16,451.50	\$24,942.86	\$2,686,757.73	\$2,711,700.59	3.1%	\$90,191,150.59	0	167	167	1,261	1/15/2013

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
70	Approved by General Manager Approved on June 26, 2012 70.1 Credit for Landscape Restoration of a Portion of the Screen Berm North of MWRP (CR-255) PR 20542 (1150)/PR 30542	A	(\$48,672.95)	(\$48,672.95)	\$2,711,700.59	\$2,663,027.64	3.0%	\$90,142,477.64	0	167	167	1,261	1/15/2013
71	Approved by Acting Exec. Director of Engineering & Construction Approved on June 28, 2012 71.1 Surge Tank Tower Cable and Conduit Repair and Relocation (CR-210) /Photocell for 3 nightlights at UV (CR-236) PR 30214 71.2 8" line stop for removal of existing 8" sewer line (CR 217) PR 20214 (1599) 71.3 Demolition of existing 24" SBW Pipe conflicting with new 8" SBW (CR 229) PR 20214 (1599) 71.4 Demolition of existing concrete ductbank encasement near Headworks (CR 233) PR 20214 (1599) 71.5 Installation of 4-inch gate valve and associated repairs near FPS-2 Due to Failure of Existing 4-inch Reclaimed Water Loop (CR 234) PR 30214 (20214)	B B B B A	\$7,226.25 \$6,200.00 \$4,277.45 \$4,596.34 \$1,626.47	\$23,926.51	\$2,663,027.64	\$2,686,954.15	3.1%	\$90,166,404.15	0	167	167	1,261	1/15/2013
72	Approved by Acting Exec. Director of Engineering & Construction Approved on June 28, 2012 72.1 Irrigation Line Road Crossings Additions (CR-186) PR 20214 (1599), 30214 (7106) 72.2 Transformer 12, 13 conduit relocation (CR 239) PR 20214 (1599), 30214 (7106) 72.3 Biosolids conduit realignment near SWP Station (CR 245) PR 20847 (1617) 72.4 Repair of unknown 2" and 4" RW pipe during excavation of biosolids piping (CR 260) PR 20847 (1617)	C B B B	\$14,596.59 \$865.37 \$3,605.70 \$3,980.11	\$23,047.77	\$2,686,954.15	\$2,710,001.92	3.1%	\$90,189,451.92	0	167	167	1,261	1/15/2013
73	Approved by Acting Exec. Director of Engineering & Construction Approved on July 3, 2012 73.1 MBR Roof and Bridge Crane Modifications (CR-264) PR 20214 (1599)	C	\$16,525.80	\$16,525.80	\$2,710,001.92	\$2,726,527.72	3.1%	\$90,205,977.72	0	167	167	1,261	1/15/2013
74	Approved by E&O Committee Approved on July 24, 2012 74.1 Relocation of Existing 16-Inch Reclaimed Water Pipeline near Flow Equalization Basin (CR-240) PR 20542 (1150) and 30542 (1118)	B	\$52,342.09	\$52,342.09	\$2,726,527.72	\$2,778,869.81	3.2%	\$90,258,319.81	0	167	167	1,261	1/15/2013
75	Pending Approval from Board of Directors Pending Approval on August 13, 2012 75.1 MPS-1 Building Demolition and Primary Sedimentation Tanks Electrical Relocation (CR-209) PR 20214 (1599) and 30214	A	\$473,570.14	\$473,570.14	\$2,778,869.81	\$3,252,439.95	3.7%	\$90,731,889.95	0	167	167	1,261	1/15/2013

C-14

**MWRP Phase 2 Expansion and Flood Protection Improvements  
PR 20214 (1599), 20542 (1706), 30214 (1150), and 30542 (1118)  
Construction Summary**

Contractor: J R Filanc Construction  
Design Engineer: HDR

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$ 87,479,450.00						Original Days: 1,094				8/1/2012
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date

Category	Total Amount	% of Original Contract
A - District Convenience/Initiation - Project Related	\$ 800,549.89	0.9%
B - Differing Site Conditions	\$ (227,094.55)	-0.3%
C - Design Oversight	\$ 320,161.54	0.4%
D - District Convenience/Initiation - Non-Project Related	\$ 2,358,823.07	2.7%
TOTAL (A+B+C+D)	\$ 3,252,439.95	3.7%
TOTAL (A+B+C - (CCO No. 8 - SCADA))	\$ 2,029,437.63	2.3%

C-15

AS  
 August 13, 2012  
 Prepared by: M. Cortez  
 Submitted by: K. Burton  
 Approved by: Paul Cook *[Signature]*

**ACTION CALENDAR**

**MODJESKA CANYON ROAD DOMESTIC WATER PIPELINE RELOCATION  
EXPENDITURE AUTHORIZATION AND CONSTRUCTION AWARD**

**SUMMARY:**

The Modjeska Canyon Road Domestic Water Pipeline Relocation Project will construct a replacement 8-inch domestic water pipeline in Modjeska Canyon Road and abandon the existing pipeline due to its alignment conflict with the new reinforced concrete box storm drain of the County of Orange. Staff recommends the Board:

- Approve an Expenditure Authorization in the amount of \$258,500 for Project 11574; and
- Authorize the General Manager to execute a construction contract with GCI Construction, Inc. in the amount of \$196,903 for the Modjeska Canyon Road Domestic Water Pipeline Relocation Project.

**BACKGROUND:**

In June, the County of Orange began construction of its reinforced concrete box storm drain system in Modjeska Canyon Road, near Olive Grove Lane. During the storm drain’s utility research phase of the design, it was found that its alignment conflicted with the alignment of an existing 8-inch domestic water line. Staff determined that the existing water line would require relocation and retained MBF Consulting, Inc. to complete the contract documents for the project. A location map is attached as Exhibit “A”. The contract documents were approved in July 2012 and the project was advertised to a select bidders list of 13 contractors. The bid opening occurred on August 7, 2012, with three contractors submitting bids: GCI Construction, Inc, (GCI), Leatherwood Construction and Paulus Engineering. The three bids ranged from \$196,903 to \$218,868; the apparent low bidder was GCI with a bid of \$196,903. The engineer’s estimate of \$139,400 was low on 13 of the 14 bid items. Since the bids were relatively uniform and the difference between the low and high bidder is roughly 11 percent, staff believes the bids more accurately reflect the construction cost, and that the low bid is reasonable. The bid summary is attached as Exhibit “B”.

**FISCAL IMPACTS:**

Project 11574 (1245) is included in the FY 2012-13 Capital Budget. Staff requests an Expenditure Authorization to fund the construction project as shown in the table below and in Exhibit “C”.

Project No.	Current Budget	Addition <Reduction>	Existing Total Budget	Existing EA	This EA Request	Total EA Request
11574 (1245)	\$ 794,200	\$-0-	\$ 794,200	\$ 58,300	\$ 258,500	\$ 316,800

**ENVIRONMENTAL COMPLIANCE:**

This activity is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15302 (c) which provides exemption for projects requiring the replacement or reconstruction of existing facilities where the new structure will be located on the same site as the structure being replaced and will have substantially the same purpose and capacity as the structure to be replaced.

**COMMITTEE STATUS:**

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

**RECOMMENDATION:**

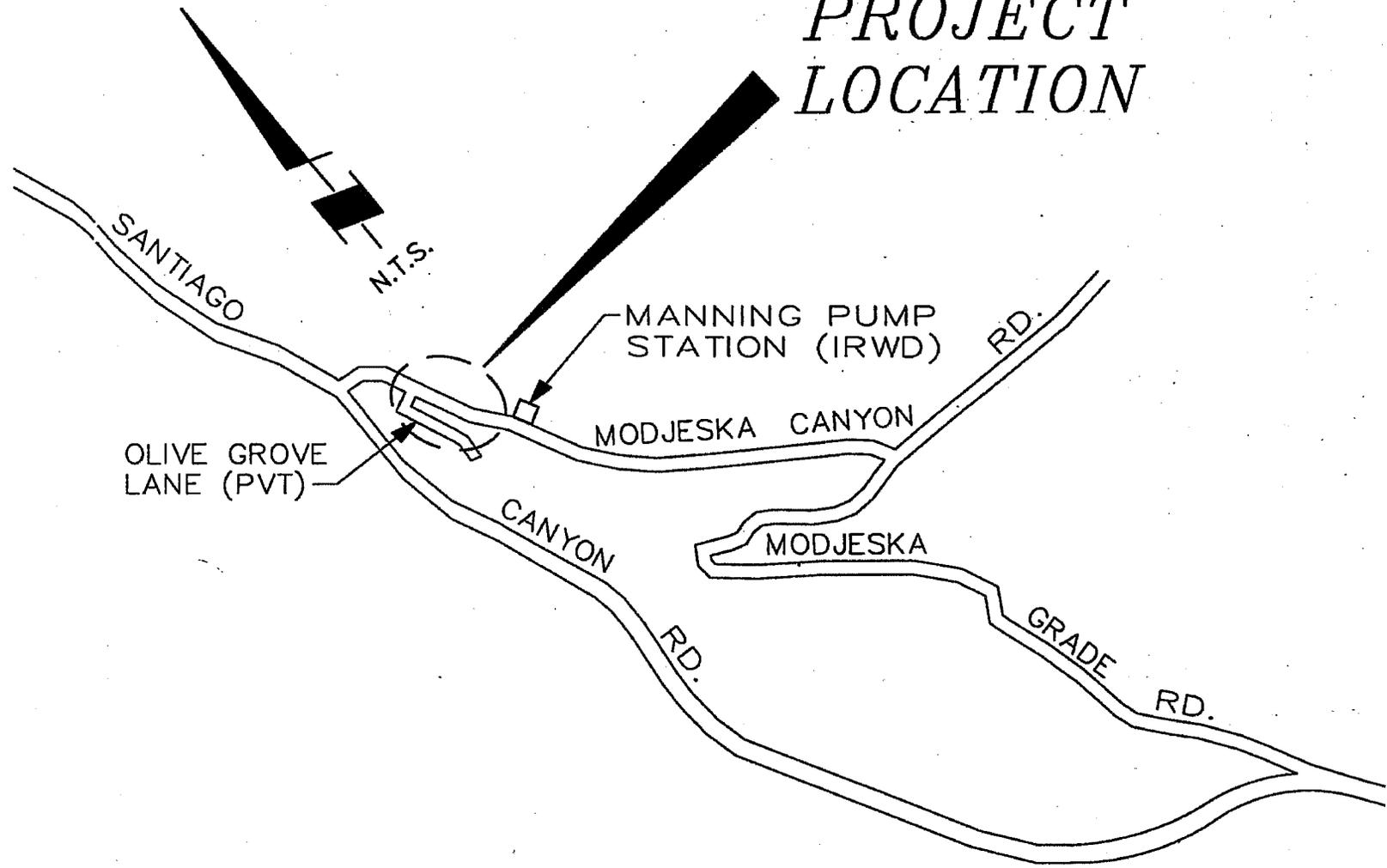
THAT THE BOARD APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$258,500 AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH GCI CONSTRUCTION, INC. IN THE AMOUNT OF \$196,903 FOR THE MODJESKA CANYON ROAD DOMESTIC WATER PIPELINE RELOCATION, PROJECT 11574 (1245).

**LIST OF EXHIBITS:**

- Exhibit "A" – Location Map
- Exhibit "B" – Bid Summary
- Exhibit "C" – Expenditure Authorization

# EXHIBIT "A"

## PROJECT LOCATION



Item No.	Description	Qty	Unit	Engineer's Estimate		1 GCI Construction, Inc Costa Mesa, CA		2 Leatherwood Construction, Inc Fountain Valley, CA		3 Paulus Engineering, Inc Anaheim, CA	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, and demobilization, bonding, potholing; document preparation, coordination, incidental work and site clean-up.	1	LS	\$6,000.00	\$6,000.00	\$8,200.00	\$8,200.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
2	Construct 8-inch C-900 DR 14 PVC Pipe, and all appurtenances and connections as shown and specified on plans from Sta. 10+16 to Sta. 17+92	776	LF	\$65.00	\$50,440.00	\$78.00	\$60,528.00	\$114.00	\$88,464.00	\$144.00	\$111,744.00
3	Furnish and Install connection at Sta. 10+16 per connection detail A, complete in-place, including valves and flush out assembly	1	LS	\$7,000.00	\$7,000.00	\$13,000.00	\$13,000.00	\$12,700.00	\$12,700.00	\$8,700.00	\$8,700.00
4	Furnish and Install connection at Sta. 17+92 per connection detail B	1	LS	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$3,750.00	\$3,750.00	\$4,000.00	\$4,000.00
5	Furnish and Install new 2-inch service per IRWD Std. Dwg. W-2	5	EA	\$2,000.00	\$10,000.00	\$3,900.00	\$19,500.00	\$3,100.00	\$15,500.00	\$4,000.00	\$20,000.00
6	Furnish and Install fire hydrant and appurtenant materials complete in place per IRWD Std. Dwg. W-8 at Sta. 16+80 per plan.	1	EA	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$6,470.00	\$6,470.00
7	Furnish and Install new Air/Vacuum valve assembly per IRWD Std. Dwg. W-11	1	EA	\$2,700.00	\$2,700.00	\$4,800.00	\$4,800.00	\$3,450.00	\$3,450.00	\$6,024.00	\$6,024.00
8	Place 12" thick, 3/4" AC base (Type III-B3) in pipe trench over the slurry backfill per County Standards.	120	TON	\$130.00	\$15,600.00	\$148.50	\$17,820.00	\$200.00	\$24,000.00	\$150.00	\$18,000.00
9	Cold Plane existing asphalt concrete pavement as shown on plans.	12,500	SF	\$0.50	\$6,250.00	\$0.83	\$10,375.00	\$0.65	\$8,125.00	\$0.70	\$8,750.00
10	Place 0.2' thick (Type III-C3) AC overlay (PG 64-10) on the existing road per County Standards.	188	TON	\$135.00	\$25,380.00	\$110.00	\$20,680.00	\$125.00	\$23,500.00	\$110.00	\$20,680.00
11	Re-stripe (Double Yellow line) new paved area per CA MUTCD Standards.	1	LS	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
12	Traffic control.	1	LS	\$3,000.00	\$3,000.00	\$18,000.00	\$18,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
13	Trench Safety Measures	1	LS	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
14	Final Record Drawings	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	Subtotal				\$139,370.00		\$196,903.00		\$212,989.00		\$218,868.00
	Adjustment (+ or -)				\$0.00		\$0.00		\$0.00		\$0.00
	<b>TOTAL AMOUNT OF BID</b>				<b>\$139,370.00</b>		<b>\$196,903.00</b>		<b>\$212,989.00</b>		<b>\$218,868.00</b>
							<b>Item Delivery Dates:</b>		<b>Item Delivery Dates:</b>		<b>Item Delivery Dates:</b>
							8" C900 DR14 PVC pipeline: 3 days		8" C900 DR14 PVC pipeline: 28 days		8" C900 DR14 PVC pipeline: 5 days
							Valves: 2 days		Valves: 28 days		Valves: 5 days
							<b>Manufacturers:</b>		<b>Manufacturers:</b>		<b>Manufacturers:</b>
							8" C900 DR14 PVC pipeline: Vinyltec		8" C900 DR14 PVC pipeline: Vinyltec		Vinyltec
							Valves: Mueller Co		Valves: M&H		Valves: M&H
							<b>Subcontractors:</b>		<b>Subcontractors:</b>		<b>Subcontractors:</b>
							Hardy & Harper: Grind & Pave		RJ Nobel: Cold Plane & Cap		Hardy & Harper: Paving
							Superior Pavement: Striping		Orange County Striping: Striping		Superior Pavement: Striping

EXHIBIT "B"

# IRVINE RANCH WATER DIS'

## Expenditure Authorization

# Exhibit "C"

**Project Name:** MODJESKA CANYON ROAD DW RELOCATION  
**EPMS Project No:** 11574 **EA No:** 2  
**Oracle Project No:** 1245  
**Project Manager:** CORTEZ, MALCOLM  
**Project Engineer:** BONKOWSKI, THOMAS  
**Request Date:** August 7, 2012

**ID Split:** Miscellaneous

### Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
101	100.0	REPLACEMENT FUND**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

<b>Previously Approved EA Requests:</b>	\$58,300
<b>This Request:</b>	\$258,500
<b>Total EA Requests:</b>	\$316,800
<b>Previously Approved Budget:</b>	\$794,200
<b>Budget Adjustment Requested this EA:</b>	\$0
<b>Updated Budget:</b>	\$794,200
<b>Budget Remaining After This EA</b>	\$477,400

**Comments:**

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	0	10,000	10,000	0	10,000	10,000	7/11	7/12
ENGINEERING DESIGN - OUTSIDE	0	23,000	23,000	0	50,000	50,000	7/11	7/12
DESIGN STAFF FIELD SUPPORT	0	5,000	5,000	0	5,000	5,000	7/11	7/12
ENGINEERING - CA&I IRWD	10,000	3,000	13,000	0	20,000	20,000	7/13	7/14
ENGINEERING - CA&I OUTSIDE	5,000	5,000	10,000	0	30,000	30,000	7/13	7/14
CONSTRUCTION FIELD SUPPORT	0	5,000	5,000	0	5,000	5,000	7/13	7/14
CONSTRUCTION	220,000	0	220,000	0	600,000	600,000	7/13	7/14
LEGAL	0	2,000	2,000	0	2,000	2,000	7/11	7/14
Contingency - 10.00% Subtotal	\$23,500	\$5,300	\$28,800	\$0	\$72,200	\$72,200		
<b>Subtotal (Direct Costs)</b>	<b>\$258,500</b>	<b>\$58,300</b>	<b>\$316,800</b>	<b>\$0</b>	<b>\$794,200</b>	<b>\$794,200</b>		
Estimated G/A - 180.00% of direct labor*	\$18,000	\$41,400	\$59,400	\$0	\$72,000	\$72,000		
<b>Total</b>	<b>\$276,500</b>	<b>\$99,700</b>	<b>\$376,200</b>	<b>\$0</b>	<b>\$866,200</b>	<b>\$866,200</b>		
Direct Labor	\$10,000	\$23,000	\$33,000	\$0	\$40,000	\$40,000		

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

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

8/7/12

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

8/7/12

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

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

\*\* IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$884,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

August 13, 2012

Prepared by: J. McGehee/R. Mori

Submitted by: K. Burton

Approved by: Paul Cook 

## ACTION CALENDAR

### WELLS 21 AND 22 DESALTER PROJECT PIPELINES CONTRACT CHANGE ORDER NO. 13 AND GEOTECHNICAL SERVICES CONTRACT VARIANCE NO. 3

#### SUMMARY:

The Wells 21 and 22 Pipelines Project is being constructed by Flatiron West, Inc. for Irvine Ranch Water District. Geotechnical services for the project are being provided to IRWD by Ninyo & Moore. Staff recommends that the Board:

- Approve an Expenditure Authorization in the amount of \$336,600;
- Approve Contract Change Order (CCO) No. 13 with Flatiron in the amount of \$324,053.17; and
- Authorize the General Manager to execute Variance No. 3 in the amount of \$23,235 with Ninyo & Moore for additional geotechnical services.

#### BACKGROUND:

The components of the Wells 21 and 22 Desalter Project are being constructed through three major construction contracts: 1) the Wells 21 and 22 Design-Build Desalter Plant being constructed by Pascal & Ludwig; 2) the Wellhead Facilities Project being constructed by F. T. Ziebarth, and 3) the Wells 21 and 22 Desalter Pipelines being constructed by Flatiron. Each of these construction projects is receiving 25% matching funds, up to a combined maximum of \$11,700,000, in Title XVI funding through the United States Bureau of Reclamation from the American Recovery and Reinvestment Act (ARRA) of 2009. The original contract for the Wells 21 and 22 Desalter Project Pipelines, awarded in May 2011, was in the amount of \$7,839,221. This project consists of four pipelines: the untreated water pipeline, the well pump-to-waste pipeline, the non-reclaimable waste (brine) line, and the product water pipeline.

#### Pipelines Project Contract Change Order No. 13:

CCO No. 13 is for additional work at the Peters Canyon Wash pipeline jack and bore operation. The original product water pipeline alignment consisted of placing two 16-inch welded steel pipes through open utility bays inside the Peters Canyon Wash bridge. After several plan review meetings with the City of Tustin (City), City staff prohibited any work within or on the bridge structure and suggested that the pipeline be constructed under the Peters Canyon Wash flood control channel. The City, as the owner of the underlying land, agreed to grant IRWD an encroachment permit following the issuance of an additional encroachment permit by the Orange County Flood Control District (OCFCD), who owns an easement on the property.

The decision to realign the pipeline was made when the Wells 21 and 22 Desalter Pipelines contract documents were being finalized for bid advertisement. Staff coordinated with OCFCD, finalized the pipeline re-alignment, and issued the revised plans for bidding. OCFCD and the City

approved the revised pipeline alignment and issued the encroachment permits during the bidding period.

Due to the timing of the pipeline realignment, site specific geotechnical information for the Peters Canyon Wash jacking and receiving pits was unavailable and not provided with the contract documents. The prospective bidders for the project based the cost of the jack and bore pipeline work on other nearby soil borings that were performed during the early design phase of the project.

Following the award of the construction contract, staff directed Ninyo & Moore, the project geotechnical engineering support consultant, to perform field investigations and laboratory testing services that defined site specific geotechnical information at the location of the jacking and receiving pits. The information provided by the additional geotechnical investigation identified an unexpected sand lens not identified in any of the previous soil borings, which resulted in the need for additional work associated with extensive unanticipated dewatering and a more extensive shoring system for the approximately 41 foot deep pits.

Flatiron initially submitted a cost proposal of \$653,253.16 for the additional work. Following a thorough review of the costs and extensive discussions with Flatiron, staff negotiated a change order amount to a reduced cost of \$324,053.17. Staff recommends the approval of CCO No. 13, attached as Exhibit "A", in the amount of \$324,053.17. The construction change order summary for the Wells 21 and 22 Desalter Project Pipelines is attached as Exhibit "B".

#### Variance No. 3 for Geotechnical Services:

During the initial pipeline work, the City requested additional pavement testing that was neither anticipated nor included in the original geotechnical services contract as well as more frequent field testing including a new requirement for sampling at the asphalt batch plant. Variance No. 3 includes this additional work and ongoing geotechnical support through the completion of the project. Staff reviewed Ninyo & Moore's cost proposal and negotiated the costs. Staff recommends approval of Variance No. 3, attached as Exhibit "C", in the amount of \$23,235.

#### Project Schedule:

The Wells 21 and 22 Pipelines Project is scheduled to be completed in August, 2012. The United States Bureau of Reclamation (USBR) recently approved staff's request to extend the funding agreement through October 31, 2012. Flatiron is currently on track to complete the pipelines project before the completion of the wellhead equipping and the desalter plant construction contracts.

Action Calendar: Wells 21 and 22 Desalter Project Pipelines Contract Change Order No. 13 and Geotechnical Services Contract Variance No. 3

August 13, 2012

Page 3

FISCAL IMPACTS:

Project 10286 (1081) is included in the FY 2012-13 Capital Budget. An Expenditure Authorization is requested as shown in the table below and in Exhibit "D".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
10286 (1081)	\$39,921,200	\$-0-	\$39,921,200	\$37,925,100	\$336,600	\$38,261,700

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act. In conformance with the California Code of Regulations Title 14, Chapter 3, Section 15004, a Mitigated Negative Declaration was adopted February 8, 2010. To fulfill requirements of the ARRA, the project is also subject to compliance with the National Environmental Policy Act (NEPA). An Environmental Assessment was prepared to achieve NEPA compliance for the project and the USBR has adopted a Categorical Exemption.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on July 24, 2012.

RECOMMENDATION:

THAT THE BOARD APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$336,600; APPROVE CONTRACT CHANGE ORDER NO. 13 IN THE AMOUNT OF \$324,053.17 TO FLATIRON WEST, INC.; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 3 IN THE AMOUNT OF \$23,235 WITH NINYO & MOORE FOR GEOTECHNICAL SERVICES DURING CONSTRUCTION OF THE WELLS 21 AND 22 DESALTER PROJECT PIPELINES, PROJECT 10286 (1081).

LIST OF EXHIBITS:

Exhibit "A" – Flatiron West Contract Change Order No. 13

Exhibit "B" – Wells 21 and 22 Desalter Project Pipelines Construction Change Order Summary

Exhibit "C" – Ninyo & Moore's Variance No. 3

Exhibit "D" – Expenditure Authorization

**IRVINE RANCH WATER DISTRICT**  
 15600 Sand Canyon Avenue  
 Irvine, California 92619  
 (949) 453-5300



C.O. No. 13  
 Final  
 Project No. 10286

Wells 21 and 22 Desalter Project Pipelines  
 Project Title

Date: July 10, 2012

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
<b>Peters Canyon Wash</b>			
1. Dewatering Cost (install/rental)	\$129,452.13		0
2. Dewatering Support (Flatiron support for Foothill Dewatering)	\$15,457.20		0
3. Fueling/Oil Charges for Dewatering System	\$57,415.36		0
4. Groundwater Impacts (Time and Materials)	\$74,163.61		0
5. Revised Shoring per Updated Geotechnical Report			
a. Plates	\$48,906.23		0
b. Walers	\$28,618.16		0
c. Excavation	\$8,644.60		0
6. As-bid Dewatering Credit		38,604.12	0
<b>TOTAL</b>	<b>\$362,657.29</b>	<b>38,604.12</b>	<b>0</b>

DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=	\$324,053.17	0
2. ORIGINAL CONTRACT AMOUNT	=	\$7,839,221.76	330
3. TOTAL PREVIOUS CHANGE ORDER(S)	=	\$433,552.29	54
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=	\$8,272,774.05	384
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=	\$8,596,827.22	384

We hereby agree to make the above change subject to the terms of this change order for the sum of: \_\_\_\_\_

-----Three Hundred Twenty Four Thousand Fifty Three and 17/100----- Dollars

Date \_\_\_\_\_ Contractor Flatiron West, Inc. By \_\_\_\_\_

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
	7/11/12	Department Director Approval Required <input type="checkbox"/>
IRWD Engineer or Consulting Engineer	Date	General Manager Approval Required <input type="checkbox"/>
	07/11/12	Committee Approval Required <input type="checkbox"/>
Principal Engineer	Date	Board Approval Required <input checked="" type="checkbox"/>
	7/13/12	
Director of Engineering and Construction	Date	By _____ Date _____
General Manager	Date	502281
		Purchase Order No.

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

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



14850 Central Ave  
Chino, Ca 91710

**Request for Change Order**

TO: Joe McGehee  
IRWD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 4/26/12r0; 7/6/12r1

PROJECT: IRWD Wells 21 & 22 Desalter Project

FROM: Nicholas de Haan

IRWD Proj 10286  
Flatiron Job:3117

Delta # 2  
RFC. NO.: 10r1

SUBJECT: RFC 004 Product Water Line, Peters Canyon Wash Dewatering

**Cost Impacts:**

Item	Qty	Unit	Cost	Total
1. Dewatering Cost (Install/Rental)	1	LS	\$129,452.13	\$ 129,452.13
2. Dewatering Support (Flatiron support for Foothill)	1	LS	\$15,457.20	\$ 15,457.20
3. Fueling/Oil Changes for Dewatering System	16	Weeks	\$3,588.46	\$ 57,415.36
4. Groundwater Impacts (T&M)	1	LS	\$74,163.61	\$ 74,163.61
5. Revised Shoring due to Geotech Report a. Plates	22	EA	\$2,223.01	\$ 48,906.23
b. Walers	3	EA (@50%)	\$19,078.78	\$ 28,618.16
c. Excavation	3	EA (@50%)	\$5,763.06	\$8,644.60
6. As-Bid Dewatering Credit	30	Days	\$1,286.80	\$ (38,604.12)

<b>Total</b>	<b>\$ 324,053.17</b>
--------------	----------------------

**Schedule Impacts:**

Days requested: 0 Days

Total 0 Days

Rev1 - Revised pricing of 5b and 5c to 50% of cost, based on discussions regarding shoring redesign due to PCW geotech

**Wells 21 and 22 Desalter Project Pipelines  
PR 10286 (Oracle 1081)  
Construction Summary**

Contractor: Flatiron West, Inc.  
Design Engineer: RBF  
Award Date: 25-Apr-11

		Contract Amount						Contract Days				Original Completion Date:
		Original Contract Amount: \$7,839,221.76						Original Days: 330				3/29/2012
Change Order	Description	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
1	Approved by Director of Engineering and Construction Approved on October 6, 2010 1.1 The Contractor agrees to fulfill all necessary requirements, including insurance and construction measures, of the Tustin Redevelopment Agency (RDA) for a "Non-exclusive Construction Access Area" across Parcel 10A per the license agreement.	0.00	\$0.00	\$0.00	\$0.00	0.0%	\$7,839,221.76	0	0	0	330	3/29/2012
2	Approved by GM Approved on September 9, 2011 2.1 Additional excavation 2.2 Additional backfill 2.3 Additional fittings 2.4 Mis/unmarked utilities encountered while excavating 2.5 Sewer laterals in conflict with pipeline alignment 2.6 Remove abandoned 2" pipe in trench	7,832.21 19,024.75 4,814.47 2,028.99 2,486.75 4,529.85	\$40,717.02	\$0.00	\$40,717.02	0.5%	\$7,879,938.78	0 0 0 0 0 0	0	0	330	3/29/2012
3	Approved by Director of Engineering and Construction Approved on September 9, 2011 3.1 Additional utility crossings potholed 3.2 Pipe thickness changes per Delta 3 plans	8,421.70 12,876.55	\$21,298.25	\$40,717.02	\$62,015.27	0.8%	\$7,901,237.03	0 0	0	0	330	3/29/2012
4	Approved by GM Approved on November 22, 2011 4.1 Additional excavation 4.2 Additional backfill 4.3 Mis/unmarked utilities encountered while excavating 4.4 Sewer laterals in conflict with 4.5 Cross additional unidentified utilities 4.6 Additional base paving on Mitchell 4.7 West Coast Pipe cost for Delta 3 Changes	1,576.89 3,830.34 8,625.37 749.32 7,018.09 8,247.47 5,121.79	\$35,169.27	\$62,015.27	\$97,184.54	1.24%	\$7,936,406.30	0 0 0 0 0 0 0	0	0	330	3/29/2012
5	Approved by Director of Engineering and Construction Approved on November 21, 2011 5.1 CMS Board Rentals	22,241.00	\$22,241.00	\$97,184.54	\$119,425.54	1.52%	\$7,958,647.30	0	0	0	330	3/29/2012
6	Approved by Director of Engineering and Construction Approved on February 27, 2012 6.1 Additonal Calendar Days	0.00	\$0.00	\$119,425.54	\$119,425.54	1.52%	\$7,958,647.30	33 33	0	33	363	4/30/2012

R.1

EXHIBIT "B"

**Wells 21 and 22 Desalter Project Pipelines  
PR 10286 (Oracle 1081)  
Construction Summary**

Contractor: Flatiron West, Inc.  
Design Engineer: RBF  
Award Date: 25-Apr-11

		Contract Amount						Contract Days				Original Completion Date:
		Original Contract Amount: \$7,839,221.76						Original Days: 330				3/29/2012
Change Order	Description	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
7	Approved by Board of Directors Approved on March 26, 2012		\$138,320.51	\$119,425.54	\$257,746.05	3.29%	\$8,096,967.81	0	33	33	363	4/30/2012
	7.1 Additional excavation	8,745.15						0				
	7.2 Additional backfill	21,241.11						0				
	7.3 Crossing additional utilities per revision details	7,018.10						0				
	7.4 Mis/unmarked utilities encountered while excavating	31,583.65						0				
	7.5 Manhole conflict with 18" RCP install	2,724.92						0				
	7.6 Remove and replace 12" Tustin AC water line	6,831.27						0				
	7.7 Remove and replace curb and gutter	29,670.00						0				
	7.8 Added West Coast Pipe	30,506.31						0				
8	Approved by Director of Engineering and Construction Approved on April 26, 2012		\$0.00	\$257,746.05	\$257,746.05	3.29%	\$8,096,967.81	21	33	54	384	5/21/2012
	8.1 Additional Calendar Days	0.00						21				
9	Approved by GM Approved May 31, 2012		\$34,191.00	\$257,746.05	\$291,937.05	3.72%	\$8,131,158.81	0	54	54	384	5/21/2012
	9.1 Pothole for Santa Fe Channel Bore	34,191.00						0				
10	Approved by Director of Engineering and Construction Approved on May 31, 2012		\$13,920.35	\$291,937.05	\$305,857.40	3.90%	\$8,145,079.16	0	54	54	384	5/21/2012
	10.1 Added Piping Test Segment	13,920.35						0				
11	Approved by E&O Committee Approved on June 19, 2012		\$92,218.99	\$305,857.40	\$398,076.39	5.08%	\$8,237,298.15	0	54	54	384	5/21/2012
	11.1 Drawing Revisions (Delta 2) for the PW & NRW Pipelines	92,218.99						0				
12	Approved by GM Approved June 13, 2012		\$35,475.90	\$398,076.39	\$433,552.29	5.53%	\$8,272,774.05	0	54	54	384	5/21/2012
	12.1 10" Non-reclaimable Waste Pipeline Unforeseen Conditions	8,153.44						0				
	12.2 Desalter Plant 18" Storm Drain Discharge	27,322.46						0				
13	Pending approval by Board of Directors Pending Approval		\$324,053.17	\$433,552.29	\$757,605.46	9.66%	\$8,596,827.22	0	54	54	384	5/21/2012
	13.1 Dewatering Cost (install/rental)	129,452.13										
	13.2 Dewatering Support (Flatiron support for Foothill)	15,457.20										
	13.3 Fueling/Oil Charges for Dewatering System	57,415.36										
	13.4 Groundwater Impacts (Time and Materials)	74,163.61										
	13.5.a Revised Shoring per Updated Geotechnical Report - Plates	48,906.23										
	13.5.b Revised Shoring per Updated Geotechnical Report - Walers	28,618.16										
	13.5.c Revised Shoring per Updated Geotechnical Report - Excavation	8,644.60										
	13.6 As-bid Dewatering Credit	(38,604.12)						0				

<b>TOTAL CHANGE ORDERS</b>	<b>757,605.46</b>	<b>9.66%</b>
<b>REVISED CONTRACT AMOUNT</b>	<b>8,596,827.22</b>	

# EXHIBIT "C"



May 31, 2012  
Project No. 208087002

Ms. Patricia Uematsu  
Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, California 92618

**Subject:** Budget Status for Geotechnical Services  
Wells 21 and 22 Pipelines Project  
Tustin, California

**References:** Ninyo & Moore, 2011, Asphalt Concrete Testing Interim Report, Wells 21 and 22 Pipelines Project, Irvine, California, dated November 10.

Ninyo & Moore, 2011, Proposal for Geotechnical Services, Wells 21 and 22 Well Head Facilities and Pipelines Project, Irvine, California, dated April 12.

Ninyo & Moore, 2012, Budget Status Letter, Geotechnical Services, Wells 21 and 22 Pipelines Project, Irvine, California, dated March 5.

Dear Ms. Uematsu:

Per your request, we are providing this letter to provide more details on our services to date and update you on our budget status. As authorized by Irvine Ranch Water District (IRWD), we are providing our services for the above referenced project on a time-and-materials basis. To date, we have been providing our services on an as-requested basis as scheduled by the project inspector, Mr. Brad Jackson. We understand that our current approved budget is \$169,774. We anticipate exceeding our approved budget. You requested more details regarding the budget increase.

The main reason for exceeding the budget is the additional asphalt concrete (AC) testing that was requested. During the preparation of our referenced proposal dated April 12, 2011, we included \$8,800 for AC testing services, which includes 96 hours of field services and 8 laboratory tests. During the project progress, due to input from the City of Tustin, we were requested to provide additional services related to AC testing. The additional services included 1) attendance at several meetings at your office, 2) preparation of the above-referenced report dated November 10, 2011, 3) increased AC sampling, and 4) AC batch plant inspections. As indicated in the above referenced proposal, we assumed that batch plant inspection services would not be requested. When we questioned the high frequency of sampling for the AC, we were told that

475 Goddard, Suite 200 • Irvine, California 92618 • Phone (949) 753-7070 • Fax (949) 753-7071

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IRWD wanted the additional test data to help satisfy the City of Tustin, who was questioning the quality of the AC. We also reiterated the high frequency of testing during our meetings and again in the above-referenced Asphalt Concrete Testing Interim Report. The charges to date for the requested AC laboratory testing alone, are approximately \$35,000 instead of the originally proposed \$8,800 (an overage of \$26,200). These charges do not include the additionally requested field services for batch plant inspections.

We also attended a meeting to discuss our services. In general, two items were discussed. One item was the performance of the first technician for the project and the other item was the accuracy of the AC test results. When we first heard that you were not satisfied with our first field technician, we responded right away by replacing him with another technician who, we understand, is working out well. We stand behind the accuracy of the AC test results. Ninyo & Moore participates in the American Association of State Highway and Transportation Officials (AASHTO) Asphalt Reference Sampling Program and we scored very high on our recent test results. We understand that LaBelle Marvin is now performing the AC laboratory testing for the project. We reviewed their test data and found that their results and failure rates are consistent with our data.

We continue to provide our services in an efficient manner; however, we are at the mercy of the contractor's schedule and his performance. Situations beyond our control do cause additional charges. For example, we were just informed today that there was a cave-in at one of the jack and bore pits and we are now being asked for additional services to help resolve this issue.

We understand that there have been unanticipated delays to this project, which have not been due to Ninyo & Moore's performance. In order to be team players and assist the project team with the budget issues, we agreed to provide a 5 percent discount for our services in March. We understand that an additional discount has been requested. Since our priority is your satisfaction level, we will perform our remaining services at cost by providing a 10 percent discount (our profit) for our remaining services.

We contacted the IRWD field inspector and the contractor to help estimate our remaining charges for the project. Based on our discussion and the discounts mentioned above, our revised estimated fee to complete the project is approximately \$193,000. Per your request, we have al-

so presented a detailed breakdown of the remaining costs in the attached Table 1. The following describes our budget status:

Revised Total Estimated Fee	\$193,009
Current Approved Budget	<u>\$169,774</u>
Requested Budget Increase (difference)	\$ 23,235

Therefore, we request that our total budget be increased by \$23,235. In order to have written authorization for the additional expenditure, please sign and return one copy of this letter to our office at your earliest convenience.

We appreciate the opportunity to be of service on this project.

Respectfully submitted,  
**NINYO & MOORE**

  
Jared B. Recla  
Project Manager

  
A. Tino Rodriguez  
Principal/Construction Services

JBR/AR/lr/sc

Attachment: Table 1 – Breakdown of Estimated Fee  
IRWD Professional Services Variance No. 3

Distribution: (1) Addressee (via e-mail)

Authorized by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**TABLE 1 – BREAKDOWN OF ESTIMATED FEE**

<b>FIELD SERVICES</b>				
Trench Backfill	250 hours	@	\$ 75.00 /hour	\$ 18,750.00
Overtime (Associated w/ Night Work)	26 hours	@	\$ 112.50 /hour	\$ 2,925.00
Double Time (Associated w/ Night Work)	17 hours	@	\$ 150.00 /hour	\$ 2,550.00
Asphalt Density Testing (Trench Work)	30 hours	@	\$ 75.00 /hour	\$ 2,250.00
Asphalt Density Testing (Overlay)	30 hours	@	\$ 75.00 /hour	\$ 2,250.00
Concrete Sampling	16 hours	@	\$ 75.00 /hour	\$ 1,200.00
Sample Pick-up	8 hours	@	\$ 75.00 /hour	\$ 600.00
<b>Subtotal</b>				<b>\$ 30,525.00</b>

<b>REPORT PREPARATION</b>				
Principal Engineer	4 hours	@	\$ 139.00 /hour	\$ 556.00
Project Engineer/Geologist	10 hours	@	\$ 123.00 /hour	\$ 1,230.00
CAD Illustrator	8 hours	@	\$ 69.00 /hour	\$ 552.00
Data Processing	4 hours	@	\$ 44.00 /hour	\$ 176.00
<b>Subtotal</b>				<b>\$ 2,514.00</b>

<b>TOTAL ESTIMATED REMAINING FEE AS OF 4-1-12</b>	<b>\$ 33,039.00</b>
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<b>10% DISCOUNT</b>	<b>\$ 3,303.90</b>
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<b>SUBTOTAL</b>	<b>\$ 29,735.10</b>
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<b>Budget Remaining As of 04-01-12</b>	<b>\$ 6,500.00</b>
<b>Change Order Estimate</b>	<b>\$ 23,235.10</b>

# EXHIBIT "C"

## IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

**Purpose.** This procedure shall be used to identify, estimate, and report variances to the scope of work in professional services agreements between IRWD and a consulting engineer or other type of consultant. A variance may be initiated by either IRWD's Project Manager or by the Engineer/Consultant.

**Variance.** The Variance shall be used to identify all changes to the original scope of work, budget, and schedule for any study, design, or construction phases services.

**Engineer/Consultant Initiates Variance.** If a Variance is initiated by the Engineer/Consultant, the Engineer/Consultant shall prepare the Variance including the Description of Variance, the Engineering & Management Cost Impact, the Schedule Impact, and the Required Approval Determination sections. The Engineer/Consultant shall then sign the Variance and submit it to the IRWD Project Manager for action.

**IRWD Initiates Variance.** If a Variance is initiated by IRWD's Project Manager, the IRWD Project Manager shall complete the Description of Variance and fill-in the Total Original Contract amount and Previous Variances amount (if any). The Variance shall then be given to the Engineer/Consultant to complete the Cost Impact, the Schedule Impact, and the Required Approval Determination sections. The Engineer/Consultant shall then sign the Variance and submit it to the IRWD Project Manager for action.

**Variance Processing.** Once a Variance is signed and submitted by the Engineer/Consultant, the IRWD Project Manager shall:

1. Enter the Variance's details onto a Variance Register for the project,
2. Review, sign, and date the Variance, and
3. Obtain appropriate approvals.

**Notice to Proceed.** Work covered by a Variance may proceed upon signing by the department Director. A copy of the Variance, signed by the Director, shall be the Engineer's/Consultant's Notice to Proceed with the required work.

**Contractual Authorization.** Work covered by a Variance which has been signed by the Director may require final approval from the General Manager, Committee, or Board based upon the requirements of the Procurement Policy. These approvals may be obtained after the Engineer/Consultant has been given a copy of the Variance signed by the Director (the Engineer's/Consultant's Notice to Proceed). The IRWD Project Manager shall promptly thereafter prepare a memo to the General Manager, Committee and/or Board agenda items(s) for approvals as required. Once the Variance is properly approved, it modifies the existing Engineer's/Consultant's agreement.

**Financial Authorization.** An approved Variance may require any of the following:

1. A Capital Budget increase,
2. A new Expenditure Authorization,
3. An extension to an existing Purchase Order, and/or
4. A new Purchase Order.

It is the IRWD Project Manager's responsibility to process the necessary paperwork to grant the required financial authorization.

# IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

Project Title: IRWD Wells 21 and 22 Pipelines

Project No.: \_\_\_\_\_ Date: May 30, 2012

Purchase Order No.: 10286 (1081) Variance No.: 3

Originator:  IRWD  ENGINEER/CONSULTANT  Other (Explain) \_\_\_\_\_

Description of Variance (*attach any back-up material*):

Additional services performed as requested per the original agreement at a 10 percent discount

**Engineering & Management Cost Impact:**

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Field Services						\$23,235
<b>Total \$ =</b>						<b>\$23,235</b>

**Schedule Impact:**

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule

**Required Approval Determination:**

Total Original Contract	\$70,274 _____	<input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000.
Previous Variances	\$99,500 _____	<input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000.
This Variance	\$23,235 _____	
Total Sum of Variances	\$122,735 _____	<input type="checkbox"/> Board: Single Variance greater than \$60,000.
New Contract Amount	\$193,009 _____	
Percentage of Total Variances to Original Contract	_____ 174%	<input type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.
%		

ENGINEER/CONSULTANT: Ninyo & Moore \_\_\_\_\_  
Company Name

IRVINE RANCH WATER DISTRICT

 \_\_\_\_\_  
Project Engineer/Manager

\_\_\_\_\_ Date

 \_\_\_\_\_  
Engineer's/Consultant's Management

\_\_\_\_\_ Date  
Department Director  
\_\_\_\_\_ Date  
General Manager/Comm./Board

# IRVINE RANCH WATER DISTRICT

## PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: IRWD Wells 21 and 22 Pipelines \_\_\_\_\_

Project No.: 10286 (1081) \_\_\_\_\_ Project Manager: Bompkamp/Uematsu \_\_\_\_\_

Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	Geotechnical testing services	12/29/11	1/12/12	\$30,000
2	Geotechnical testing services	3/5/12	3/30/12	\$69,500
3	Geotechnical testing services	5/30/12		\$23,235

