

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

**March 24, 2014**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

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

**ROLL CALL**

Directors Matheis, Reinhart, Swan, Withers and President LaMar

**NOTICE**

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

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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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**CONSENT CALENDAR**

**Next Resolution No. 2014-19**

**Items 3-14**

3. **MINUTES OF REGULAR AND ADJOURNED REGULAR BOARD MEETING**

Recommendation: That the minutes of the March 10, 2014 Regular Board Meeting be approved as presented.

4. **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, Peer Swan, and John Withers.

**CONSENT CALENDAR – Continued**

**Next Resolution No. 2014-19**

**Items 3-14**

5. FEBRUARY 2014 TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Monthly Interest Rate Swap Summary for February 2014, and Disclosure Report of Reimbursements to board members and staff; approve the February 2014 Summary of Payroll ACH payments in the total amount of \$1,448,596 and approve the February 2014 accounts payable disbursement summary of warrants 345957 through 346629, workers' compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$22,342,695.

6. BOND AUTHORIZATION ELECTIONS – IMPROVEMENT DISTRICT NOS. 185/285

Recommendation: That the Board adopt the following two resolutions: 1) Declaring result of Canvass of Election Returns for Bond Election, Improvement District No. 185; and 2) Declaring result of Canvass of Election Returns for Bond Election, Improvement District No. 285.

Reso No. 2014-

Reso No. 2014-

7. DYER ROAD WELLFIELD WELL NO. 2 REHABILITATION - FINAL ACCEPTANCE

Recommendation: That the Board accept construction of Dyer Road Wellfield Well No. 2 Rehabilitation; 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.

8. FISCAL YEAR 2013-14 ENGINEERING PLANNING RESERVES EXPENDITURE AUTHORIZATIONS

Recommendation: That the Board approve Expenditure Authorizations in the amounts of \$99,000, \$85,800, and \$88,000 for the Fiscal Year 2013-14 Engineering Planning Reserves, projects 11055 (1780), 21055 (1350), 31055 (1575), respectively.

9. WATER OPERATIONS TRANSDYN REPLACEMENT EXPENDITURE AUTHORIZATIONS

Recommendation: That the Board authorize the General Manager to approve Expenditure Authorizations in the amount of \$226,600 for project 10489 (1680) and \$125,400 for project 30489 (1090) for the Water Operations Transdyn System Replacement.

CONSENT CALENDAR – Continued	Next Resolution No. 2014-19	Items 3-14
10. <u>JOINT COMMUNITY FACILITIES AGREEMENT WITH THE CITY OF IRVINE AND HERITAGE FIELDS EL TORO</u>	Recommendation: That the Board adopt a Resolution approving a Joint Community Facilities Agreement relating to City of Irvine Community Facilities District no. 2013-3 (Great Park).	Reso No. 2014-
11. <u>PLANNING AREA 1 (ORCHARD HILLS) NEIGHBORHOOD 2 CAPITAL IMPROVEMENTS</u>	Recommendation: That the Board authorize the addition of project 30428 (4717) to the FY 2013-14 Capital Budget in the amount of \$238,700; and approve an Expenditure Authorization in the amount of \$238,700 for the Planning Area 1 (Orchard Hills) Neighborhood 2 Recycled Water Capital Improvements, project 30428 (4717).	
12. <u>REIMBURSEMENT AGREEMENT BETWEEN IRWD AND THE CITY OF IRVINE FOR INSTALLATION AND ADJUSTMENT OF IRWD FACILITIES TO GRADE</u>	Recommendation: That the Board authorize the addition of projects 11761 (5150), 21761 (5151), and 31761 (5152) to the FY 2013-14 Capital Budget in the amounts of \$464,200, \$277,200, and \$39,600, respectively; approve Expenditure Authorizations for projects 11761 (5150) and 21761 (5151) in the amounts of \$464,200 and \$277,200, respectively; and authorize the General Manager to execute a Reimbursement Agreement with the City of Irvine for its annual Slurry Seal and Pavement Rehabilitation project, Bid No. 14-1003.	
13. <u>SAN JOAQUIN MARSH CAMPUS PAVING PROJECT</u>	Recommendation: That the Board authorize the addition of project 11788 (5226) to the FY 2013-14 Capital Budget in the amount of \$231,000 and approve an Expenditure Authorization in the amount of \$80,300 for the San Joaquin Marsh Campus Paving, project 11788 (5226).	
14. <u>PROPOSED CHANGES TO SALARY GRADE SCHEDULE FOR THE GENERAL EMPLOYEES' UNIT</u>	Recommendation: That the Board approve of a 0.63% increase to the salary grade ranges for the General Employees' unit, effective retroactively to December 1, 2013, and to adopt a resolution rescinding Resolution No. 2013-51 and establishing a revised Schedule of Positions and Salary Rate Ranges.	Reso No. 2014-

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**ACTION CALENDAR**

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15. MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION AND FLOOD PROTECTION IMPROVEMENTS REDUCTION OF RETENTION AND SPARE PARTS

Recommendation: That the Board authorize the reduction of retention from 5% to 2.5% of the contract amount and upon the successful completion of the seven-day 10 mgd test of the Membrane Bioreactor Facility, release funds in excess of 2.5% of the contract amount from retention currently held for MWRP Phase 2 Expansion Project 20214 (1599); and approve procurement of the spare parts for the Membrane Bioreactor Facility in the amount of \$199,496.47 with Zenon Environmental Corporation, GE Water, and Process Technologies.

16. CHLORAMINE BOOSTER STATIONS AT THREE DOMESTIC WATER RESERVOIRS – CONSULTANT SELECTION

Recommendation: That the Board approve an Expenditure Authorization in the amount of \$311,900 and authorize the General Manager to execute a Professional Services Agreement with URS Corporation in the amount of \$219,500 for the Chloramine Booster Stations at three Domestic Water Reservoirs, project 11687 (4409).

17. SERIES 1993 BOND LETTER OF CREDIT EXTENSION

Recommendation: That the Board approve to extend the current LOC with Bank of New York Mellon for the Series 1993 Bonds for a period of one year at 0.35%; approve the First Supplemental Indenture for the Series 1993 Bonds; and adopt a Resolution Authorizing Certain Actions in Connection with Extension of Letter of Credit (Consolidated Series 1993).

Reso No. 2014-

18. WHEELING AGREEMENT WITH METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Recommendation: That the Board authorize the General Manager to execute the Wheeling Agreement with Metropolitan and MWDOC subject to non-substantive changes approved by the General Manager and Legal Counsel.

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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.

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**OTHER BUSINESS - Continued**

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19. A. General Manager's Report

B. Directors' Comments

C. CLOSED SESSION CONFERENCE with Special Legal Counsel (Mr. Ed Casey of Alston & Bird LLP) will be held relative to anticipated litigation – Government Code Section 54956.9(d)(2) – significant exposure to litigation (one potential case).

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.



March 24, 2014  
Prepared and  
Submitted by: L. Bonkowski  
Approved by: P. Cook



CONSENT CALENDAR

MINUTES OF BOARD MEETING

SUMMARY:

Provided are the minutes of the March 10, 2014 Regular Board Meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE MARCH 10, 2014 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – Minutes of March 10, 1014 Regular Board Meeting



## EXHIBIT "A"

### MINUTES OF REGULAR MEETING – MARCH 10, 2014

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by President LaMar on March 10, 2014 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: Swan, Withers (arrived at 5:13 p.m.), Matheis, LaMar and Reinhart

Directors Absent: None.

Also Present: General Manager Cook, Executive Director of Finance Clary, Executive Director of Engineering and Planning Burton, Executive Director of Operations Sheilds, Executive Director of Water Resources Weghorst, Director of Human Resources Roney, Director of Public Affairs Beeman, Assistant Director of Maintenance Drake, Director of Conservation Sanchez, Legal Counsel Arneson (via conference call), Secretary Bonkowski, Ms. Christine Compton, Mr. John Dayer, Mr. Ray Bennett, Mr. Alex Aguilar, Ms. Kellie Welch, Mr. Jim Reed, Mr. Bruce Newell, Ms. Laura Thomas of Black & Veatch, Ms. Elizabeth Wallace, and other members of the public and staff.

WRITTEN COMMUNICATION: None.

### ORAL COMMUNICATION

1) 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, 5, 6, 7, C-8, C-9, 10, 15 and 17 will operate in accordance with the District's annual pumping plan. Wells 2, 3, 4, 11, 12, 13, 14, 16 and 18 will be off. This was confirmed by Mr. Cook, General Manager of the District.

On October 31, 2013, the District received its fully executed copy of the Annexation Agreement with the Orange County Water District. This was confirmed by Mr. Cook.

With respect to the Groundwater Emergency Service Plan, IRWD has an agreement in place with various south Orange County water agencies, MWDOC and OCWD, to produce additional groundwater for use within IRWD and transfer imported water from IRWD to south Orange County in case of emergencies. On November 10 2008, the IRWD Board approved the operating agreement with certain south Orange County water agencies to fund the interconnection facilities needed to affect the emergency transfer of water. MWDOC and OCWD have also approved the operating agreement. This was confirmed by Mr. Cook.

2) Ms. Elizabeth Wallace, a member of the Portola Hills Homeowners Association (HOA), asked that the District consider various conservation efforts, including having new development develop catchment basis during rain events, and to institute special rates for when the area experiences drought conditions. Following discussion, Director LaMar said he and staff could attend a HOA meeting and discuss IRWD's conservation measures currently in place. Director Withers arrived at 5:13 p.m.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED: None.

CONSENT CALENDAR

On MOTION by Reinhart, seconded and unanimously carried, CONSENT CALENDAR ITEMS 3 THROUGH 20 WERE APPROVED AS FOLLOWS:

3. MINUTES OF REGULAR BOARD MEETINGS

Recommendation: That the minutes of the February 10, 2014 Regular Board meeting and the February 11, 2014 Adjourned Regular Board meeting be approved as presented.

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

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

5. JANUARY 2014 TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Monthly Interest Rate Swap Summary for January 2014, and disclosure report of reimbursements to Board members and staff; approve the January 2014 Summary of Payroll ACH payments in the total amount of \$1,446,912 and approve the January 2014 accounts payable Disbursement Summary of warrants 345066 through 345956, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$22,238,158.

6. 2014 STATE LEGISLATIVE UPDATE

Recommendation: That the Board adopt an "OPPOSE" position on AB 1671 (Frazier); and adopt an "OPPOSE" position on HR 29 (Gomez).

7. NOMINATION OF JOHN WITHERS FOR LAFCO REGULAR SPECIAL DISTRICT MEMBER SEAT

Recommendation: That the Board nominate IRWD Director John Withers as the Regular Special District Member for the upcoming seat on the Local Agency Formation Commission and submit the nomination form to LAFCO to meet its deadline of April 18, 2014.

CONSENT CALENDAR (CONTINUED)

8. DROUGHT RESPONSE TEMPORARY INCREASE TO TURF REMOVAL INCENTIVE PROGRAM

Recommendation: That the Board authorize the General Manager to provide written notice to the Municipal Water District of Orange County (MWDOC) in accordance with the agreement between MWDOC and IRWD of IRWD's intent to increase supplemental funding by \$0.50 per square foot to provide a total of \$1 per sq. ft. for the turf removal incentive program for the remainder of FY 2013-14.

9. QUITCLAIM OF REAL PROPERTY – IRVINE COMMUNITY DEVELOPMENT COMPANY LLC – WATER, SEWER, RECYCLED WATER, AND ACCESS EASEMENT PER TRACT NO. 15918, M.M. 582/14-21 LYING WITHIN CRYSTAL COVE ON THE NEWPORT COAST

Recommendation: That the Board adopt the following resolution by title approving execution of the quitclaim deed to Irvine Community Development Company LLC:

RESOLUTION NO. 2014 -16

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

10. QUITCLAIM OF REAL PROPERTY – QUITCLAIM OF REAL PROPERTY COUNTY OF ORANGE WATER PIPELINE AND ACCESS EASEMENT PER INSTRUMENT NO. 2008000366040, O.R. LYING WITHIN IRVINE RANCH HISTORICAL PARK

Recommendation: That the Board adopt the following resolution by title approving execution of the quitclaim deed to the County of Orange:

RESOLUTION NO. 2014 -17

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT  
APPROVING EXECUTION OF THE QUITCLAIM  
DEED TO THE COUNTY OF ORANGE

CONSENT CALENDAR (CONTINUED)

11. QUITCLAIM OF REAL PROPERTY – IRVINE COMMUNITY DEVELOPMENT COMPANY LLC, THE IRVINE LAND COMPANY LLC WATER TRANSMISSION MAIN EASEMENT PER O.R. 6740/350 LYING WITHIN IRVINE PLANNING AREA 18

Recommendation: That the Board adopt the following resolution by title approving execution of the quitclaim deed to Irvine Community Development Company LLC and The Irvine Land Company LLC.

RESOLUTION NO. 2014 -18

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

12. 2014 SEWER REHABILITATION PROJECT

Recommendation: That the Board authorize the addition of project 21166 (5098) to the FY 2013-14 capital budget in the amount of \$348,000 and approve an Expenditure Authorization in the amount of \$68,200 for the 2014 Sewer Rehabilitation, project 21166 (5098).

13. PLANNING AREA 18 SOUTH (HIDDEN CANYON) DOMESTIC WATER AND RECYCLED WATER CAPITAL FACILITIES

Recommendation: That the Board authorize the addition of projects 11739 (4680), 31739 (4681), and 30487 (5168) to the FY 2013-14 capital budget in the amounts of \$315,700, \$315,700, and \$1,998,200, respectively; approve Expenditure authorizations for projects 11739 (4680), 31739 (4681), and 30487 (5168) in the amounts of \$315,700, \$315,700, and \$1,998,200, respectively; and approve Construction Change Order No. 1 in the amount of \$210,596.25 with Toll Brothers for the Planning Area 18 South Hidden Canyon Domestic and Recycled Water Capital Facilities.

14. ON-CALL PLAN CHECK PROFESSIONAL SERVICES AGREEMENTS

Recommendation: That the Board authorize the General Manager to execute three Professional Services Agreements, each in the amount of \$100,000, with Hunsaker & Associates, VA Consulting, and PacRim Engineering for approximately 850 hours of on-call plan checking services per firm.

CONSENT CALENDAR (CONTINUED)

15. CONTRACT CHANGE ORDER TO REIMBURSEMENT AGREEMENT BETWEEN IRWD AND THE CITY OF IRVINE FOR IRVINE ANNUAL STREET REHABILITATION

Recommendation: That the Board authorize a budget increase for the Irvine Annual Street Rehabilitation, project 11674 (4270) in the amount of \$121,000, from \$365,200 to \$486,200, project 21674 (4271) in the amount of \$55,000 from \$199,100 to \$254,100, and project 31674 (4272) in the amount of \$11,000 from \$14,300 to \$25,300; approve Expenditure Authorizations for projects 11674 (4270), 21674 (4271) and 31674 (4272) in the amounts of \$121,000, \$55,000 and \$11,000, respectively; and approve Change Order No. 2 in the amount of \$133,100 to the Reimbursement Agreement between IRWD and the City of Irvine for the Annual Irvine Street Rehabilitation, projects 11674, 21674 and 31674.

16. UPCOMING PROJECTS STATUS REPORT

Recommendation: Receive and file.

17. REIMBURSEMENT AGREEMENT BETWEEN IRWD AND THE CITY OF NEWPORT BEACH FOR SANTA ANA HEIGHTS PAVEMENT RESTORATION

Recommendation: That the Board authorize the addition of project 11777 (5178) to the FY 2013-14 capital budget in the amount of \$144,100; approve an Expenditure Authorization for project 11777 (5178) in the amount of \$144,100; and authorize the General Manager to execute a Reimbursement Agreement with the City of Newport Beach for the Santa Ana Heights Pavement Restoration project, Contract C-4707.

18. AUTOMATION SUPPORT CONSULTANT SERVICES

Recommendation: That the Board authorize the General Manager to execute a Professional Services Agreement in the amount of \$250,000 with Vertech for automation support services.

19. MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION VARIANCE

Recommendation: That the Board authorize the General Manager to execute Variance No. 8 in the amount of \$108,912 with Delta Systems Engineering for supplemental services associated with start-up and commissioning activities for the MWRP Phase 2 Expansion projects 20214 (1599) and 30214 (1706).

## CONSENT CALENDAR (CONTINUED)

### 20. PLANNING AREA 51 HERITAGE FIELDS REACH A SEWER AND RIDGE VALLEY CAPITAL FACILITIES

Recommendation: That the Board authorize the addition of project 21154 (4614) to the FY 2013-14 capital budget in the amount of \$2,481,200; authorize budget increases for projects 11671 (4261), 21671 (4263), 31671 (4264) from \$288,200, \$233,200, and \$73,700 to \$723,800, \$436,700, and \$194,700, respectively; approve Expenditure Authorizations for projects 21154 (4614), 11671 (4261), 21671 (4263), and 31671 (4264) in the amounts of \$2,481,200, \$723,800, \$436,700, and \$194,700, respectively; and authorize the General Manager to execute a Supplemental Reimbursement Agreement with Heritage Fields for Planning Area 51 reach a sewer and District 1 capital facilities.

## ACTION CALENDAR

### MICHELSON WATER RECYCLING PLANT BIOSOLIDS AND ENERGY RECOVERY FACILITIES CONTRACT CHANGE ORDER

General Manager Cook reported that construction of the Biosolids project was awarded to Filanc/Balfour-Beatty (FBB) in March 2013 which will provide biosolids digestion, dewatering, energy production, and on-site sludge drying. The project includes excavation for subsurface structures, installation of an estimated 3,028 foundation piles, three egg-shaped digesters, a state-of-the-art odor control system, a biogas conditioning system and emergency power generation using micro-turbines, a fats, oil and grease receiving station, and new utility services.

Executive Director of Engineering and Planning Burton reported that one of FBB's first construction activities is installing the foundation piles. Mr. Burton said that depending on the soil conditions of the location where the foundation pile is being installed, pre-drilling may be necessary based on the recommendation of the District's geotechnical engineering consultant. He said that estimating pile pre-drilling quantities is difficult because of the variation of subsurface field conditions. He said that of the 138,000 feet of piles to be installed, the bid form included 10,000 feet of pile pre-drilling. FBB included a bid price of \$8.25 per foot of pile pre-drilling for a total amount of \$82,500.

Mr. Burton said that FBB began installing foundation piles in September 2013, and has installed approximately 2,500 piles (83% of the total piles required). Pre-drilling has been necessary for the installation of the majority of piles in the digester area, and the bid quantity for pre-drilling piles has been exceeded by over 75,000 feet beyond the 10,000 feet included on the bid form.

Mr. Burton said that the change order was submitted in January 2014 to the Engineering and Operations Committee for 87,000 feet of pile pre-drilling in the amount of \$717,750. After the Committee meeting, staff refined the original estimate of future pre-drilling by reviewing data collected from the piles installed for this project and consulting with the geotechnical engineer and FBB. Based on this refined analysis, staff estimates that the actual bid quantity adjustment

for pile pre-drilling to be 15,364 feet beyond the 75,000 feet described above for a total of 90,364 feet. This refined estimate is an increase of 3,364 feet beyond what was approved by the Committee in January. CCO No. 3 in the amount of \$745,503 is the bid quantity adjustment for pile pre-drilling.

Director Reinhart said that this item was reviewed by the Engineering and Operations Committee on January 21, 2014. After the Committee meeting, the estimate for pile pre-drilling was increased by 3,364 feet with an associated cost increase in the amount of \$27,753.00. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD APPROVED CONTRACT CHANGE ORDER NO. 3 IN THE AMOUNT OF \$745,503 TO FILANC-BALFOUR BEATTY FOR THE BID QUANTITY ADJUSTMENT FOR PILE PRE-DRILLING FOR THE MICHELSON WATER RECYCLING PLANT BIOSOLIDS AND ENERGY RECOVERY, PROJECT 21146 (4286).

#### MICHELSON WATER RECYCLING PLANT BIOSOLIDS AND ENERGY RECOVERY FACILITIES CONSULTANT SELECTIONS AND VARIANCES

General Manager Cook reported that with the construction of the Michelson Water Recycling Plant (MWRP) Biosolids and Energy Recovery Facilities (Biosolids), the District's construction management team has identified a need for materials testing as well as additional start-up services and air permitting engineering services to support this project.

Executive Director of Engineering Burton reported that material testing services for concrete and asphalt paving are required for the construction of the project. Proposals to provide these services were requested and received from NMG Geotechnical Inc., Ninyo and Moore, and Leighton Associates. Mr. Burton said that all firms have performed these services for IRWD on past projects, and following a review of the proposals, staff recommends approval of a professional services agreement with Ninyo & Moore in the amount of \$222,730 for material testing of concrete and asphalt paving.

Mr. Burton said that when the staffing requirements for construction support were estimated, it was assumed that IRWD staff would be available for various roles in the development, testing and deployment of the Biosolids process control system (PCS) software; however, due to recent staffing changes and the needs of other capital projects, IRWD staff cannot be provided to support the project. Therefore, additional resources are required including a Start-up Engineer and a Software Test Engineer. Mr. Burton said that EI&C has demonstrated that they can provide a qualified Start-up Engineer and Software Test Engineer for these demanding roles and has been providing these services for the MWRP Phase 2 Expansion which has greatly helped the contractor and staff during start-up. He said that the Start-up Engineer is already being retained, through the Black & Veatch construction management agreement, to ensure that the PCS software is developed consistent with IRWD's standards. The Software Test Engineer will join the project team in August 2014 which is 12 months prior to Milestone 1 (July 2015) for primary and secondary sludge processing.

Mr. Burton said that when the staffing requirements for construction support were estimated, it was assumed that IRWD staff would be available to assist in process equipment submittal review and to perform certain construction management activities; however, due to a recent reallocation of District staff to the Baker Project, Black & Veatch was requested to submit a proposal to provide a Field

Electrical Engineer to assist in these activities on the Biosolids project. The Field Electrical Engineer will perform submittal reviews, participate in the PCS development process, attend meetings, and support the Start-up Engineer. Black & Veatch's proposed Field Electrical Engineer has worked on previous IRWD projects and has proven to be valuable to IRWD. The Field Electrical Engineer is a part-time position and will be engaged as construction needs warrant. He said that additionally, Black & Veatch was requested to submit a proposal to provide, on an on-call basis, an Automation Engineer with expertise in the Wonderware ArchestrA and Unity HMI software. This Automation Engineer will assist the project construction management team in evaluating the PCS needs and to review the HMI graphics and PLC code to insure consistency and that IRWD standards are met.

Mr. Burton said that over the past few months Environ has been preparing additional air permit application information at the request of the South Coast Air Quality Management District (SCAQMD). He said that due to the nature of SCAQMD's potential to emit calculation methodology, it appears that some of the emissions, specifically volatile organic compounds and nitrous oxides, will place MWRP in the Title V permit category.

Director Reinhart said that this item was reviewed by the Engineering and Operations Committee on February 18, 2014 that that the Committee concurs with the staff recommendation. Following discussion, on **MOTION** by Reinhart, seconded and unanimously carried, **THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE IN THE AMOUNT OF \$222,730 TO PROVIDE MATERIAL TESTING FOR CONCRETE AND ASPHALT PAVING; AUTHORIZED THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH EI&C ENGINEERING, INC. IN THE AMOUNT OF \$1,239,007 TO PROVIDE START-UP ENGINEERING SERVICES; AUTHORIZED THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 1 IN THE AMOUNT OF \$664,600 WITH BLACK & VEATCH FOR ADDITIONAL FIELD ENGINEERING SERVICES DURING CONSTRUCTION; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 6 IN THE AMOUNT OF \$40,000 WITH ENVIRON FOR SUPPLEMENTAL AIR PERMIT APPLICATION PREPARATION FOR THE MWRP BIOSOLIDS AND ENERGY RECOVERY FACILITIES, PROJECT 21146 (4286).**

#### **JANITORIAL SERVICES CONTRACT AWARD – THREE-YEAR TERM**

General Manager Cook reported that staff recommends that the Board authorize the General Manager to execute a janitorial services contract with Starbrite Building Maintenance, Inc., for a three-year term which will include IRWD's Sand Canyon Headquarters, Operations Center, Los Alisos Water Recycling Plant, and 21 satellite facilities totaling 115,000 square feet.

On **MOTION** by Reinhart, seconded and unanimously carried, **THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A JANITORIAL SERVICES CONTRACT WITH STARBRITE BUILDING MAINTENANCE, INC. IN THE AMOUNT OF \$430,695.00 FOR A THREE-YEAR TERM.**

SYPHON RESERVOIR INTERIM FACILITIES BUDGET INCREASE, EXPENDITURE AUTHORIZATION, VARIANCE, REIMBURSEMENT AGREEMENT, AND ACCESS ROAD AGREEMENT

General Manager Cook reported that the District purchased Syphon Reservoir to provide additional recycled water storage. While the long-term storage capacity of the reservoir is being determined, this project will construct chlorination facilities, strainers and pipeline improvements to connect Syphon Reservoir to the Zone A recycled water system. In February 2013, the Board of Directors awarded the construction contract to Paulus Engineering (Paulus).

Crean Lutheran High School recently completed rough grading activities for its sports complex development located south of the reservoir site. To serve its development, Crean will construct onsite and offsite sewers. Crean's offsite sewer segment will serve both Crean and IRWD, i.e. both the interim and ultimate Syphon Reservoir improvements. A proposed Reimbursement Agreement (RA) between IRWD and Crean is required; it will evenly divide the project costs for the offsite bore and jack sewer across Portola Parkway.

Executive Director of Engineering and Planning Burton reported that in the last two months, Crean revised its site development and added six tennis courts to its complex. The parking aisle/reservoir access road was shifted to accommodate the new site layout, and Crean proposed to connect the access road to an existing access road on an adjacent one-acre mitigation property owned by the District. This property was designated as a mitigation area when the Transportation Corridor Agency (TCA) built the 241 Toll Road, and improvement on the property is generally restricted. A reservoir access road used before Portola Parkway was built runs through this property. The U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, Nature Reserve of Orange County, and TCA did not object to connecting to the existing access road as there is little to no disruption to plant and animal habitat on the property. Mr. Burton said that staff recommends that IRWD execute a Letter Agreement with Crean which states that if any of governing agencies require mitigation or other requirements, Crean will satisfy the requirements.

Mr. Burton said that URS submitted Variance No. 4 in the amount of \$39,950 for the design of 800 feet of 8-inch diameter sewer (the "IRWD Segment") and redesign of the site access road, electric power alignment, domestic water service pipe, and OCFA Fire Master Plan due to Crean's site design changes. Staff also requested URS to provide additional construction phase services, which will include 10 additional submittal reviews.

Director Reinhart said that this item was reviewed and approved by the Engineering and Operations Committee on February 18, 2014. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD AUTHORIZED A BUDGET INCREASE FOR THE SYPHON RESERVOIR INTERIM FACILITIES PROJECT IN THE AMOUNT OF \$315,100, FROM \$2,417,200 TO \$2,732,300; APPROVED AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$315,100; AUTHORIZED THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 4 IN THE AMOUNT OF \$39,950 WITH URS CORPORATION, INC.; AUTHORIZED THE GENERAL MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT (RA) WITH CREAN LUTHERAN HIGH SCHOOL (CREAN) FOR THE CONSTRUCTION OF A SEWER BORE AND JACK ACROSS PORTOLA PARKWAY FOR

THE SYPHON RESERVOIR INTERIM FACILITIES PROJECT; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE A LETTER AGREEMENT WITH CREAN FOR THE ALIGNMENT OF THE ACCESS ROAD CONNECTING TO THE ADJACENT ONE-ACRE MITIGATION PROPERTY FOR THE SYPHON RESERVOIR INTERIM FACILITIES, PROJECT 30374 (3729).

### SAN JOAQUIN MARSH CAMPUS MOLD REMEDIATION

Executive Director of Engineering and Planning Burton reported that mold remediation of the Caretaker's Residence of the Campus was completed in May 2013 by Certified Bio Services at a cost of approximately \$65,000. Mr. Burton said that due to the complexity of mold remediation and exposure concerns encountered during remediation of the Caretaker's Residence, that Dr. Maureen Sassoon, an Occupational and Environmental Health and Safety consultant, was retained in October 2013 to provide oversight project evaluation and management for the remainder of the project. He said that the crawl spaces and interiors of the remaining buildings on the Campus were inspected and re-evaluated and that the general findings included that: 1) the Caretaker's Residence and Learning Center do not warrant any remediation activities at this time; 2) mold remediation of the crawl space and interior is required for each of the remaining buildings, i.e. Marsh House, Sea and Sage, Sea and Sage Audubon and Duck Club; 3) the entire Campus be monitored as part of a periodic visual inspection and air monitoring program; and 4) converting each individual building's crawl space into a conditioned space as completed on the Caretaker's Residence is not recommended.

Mr. Burton said that the mold remediation process will have two phases. Phase 1 will include replacing all mold damaged structural members (Marsh House only), removing mold from subfloor wooden structural members using an abrasive process, "grading" the existing ground in the crawl space to eliminate water ponding from rain events as well as removing extra material to ease future visual inspections, installing a spray urethane on the under-floor structural members to seal any gaps to the interior, and applying a anti-microbial paint to the floor underside. The Phase 2 remediation activity will include cleaning the building interior, i.e. HEPA vacuuming and wet wiping.

Mr. Burton said that staff recommends remediating the remainder of the Campus in the following order: Marsh House, Sea and Sage, Sea and Sage Audubon, and Duck Club. Since the Marsh House has structural damage to its sub-flooring and flooring members, staff proposes a separate contract to repair the Marsh House apart from the other buildings. Staff previously received a proposal of \$9,780 from a general home contractor to repair the structural damage to the Marsh House. The total estimated cost to remediate the Marsh House is \$44,300. Staff will seek bids for the Marsh House's repair and mold remediation and staff anticipates that construction will be completed under an informal contract authorized by the General Manager pursuant to the District's current procurement policy. The estimated costs for the remediation of the remaining buildings are as follows: Sea and Sage \$43,500, Sea and Sage Audubon \$34,500 and Duck Club \$34,000. Staff will return to the Board in the future to award a construction contract to remediate these buildings. He further said that upon completion of the Marsh House's remediation, it will be used by Sea and Sage Audubon staff during the timeframe to complete the mold remediation of the Sea and Sage building. This "rotation of use" of the Marsh

House by occupants of the other buildings will follow in succession until remediation of all buildings is completed.

Director Reinhart said that this item was reviewed and approved by the Engineering and Operations Committee on February 18, 2014. He also said that the mold issue will be monitored on a continuous basis due to the nature of this issue. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD APPROVED AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$168,900 FOR THE SAN JOAQUIN MARSH CAMPUS MOLD REMEDIATION, PROJECT 11665 (4130).

#### STRAND RANCH WELL OPTIMIZATION AND MONITORING PROJECT

Executive Director of Water Policy Weghorst reported that in 2010 and 2011, six new wells were constructed and one existing well was rehabilitated at the Strand Ranch by well contractor Bakersfield Well and Pump. Mr. Weghorst said that the Strand Ranch recovery facilities were designed and constructed to provide a total extraction capacity of 36 cfs with the expectation that up to 40 cfs could be recovered on a short-term basis. He said that in April and May 2013, the six operating Strand Ranch wells began pumping and this groundwater is being discharged to the Cross Valley Canal (CVC). The combined discharges to the CVC have been used to fulfill return obligations for IRWD's exchange and banking partners including Rosedale-Rio Bravo Water Storage District. The seventh well, SREX-4, is not in operation yet due to a construction defect which is being resolved.

Mr. Weghorst said that as a result of ongoing severe drought conditions and increased regional pumping, static water levels in the Kern Fan area around the Strand Ranch are declining and are expected to fall below historic record low levels. As a result of greater than expected drawdowns and to prepare for the lowering of the Strand Ranch well pumps, the Board authorized a pump setting optimization study on September 9, 2013 to assess a worst case scenario for static water elevations and corresponding pumping levels, taking into consideration the operation of the Strand Ranch and surrounding wells.

Mr. Weghorst said that Harder & Co. performed a hydrogeologic numerical modeling analysis of historic, current and expected future estimates of maximum pumping water levels at the Strand Ranch and that results indicate the worst case pumping water levels at the Strand Ranch will range from 434 to 453 feet below ground surface and would expose the well screens of the existing wells between 35 and 70 feet. Harder & Co. recommended in its study to lower the Strand Ranch pumps to the blank sections of casing installed deep in the wells. KJC performed a hydraulic analysis of each well that relied upon the Harder estimates of worst case pumping levels. Based on this hydraulic analysis, KJC has prepared design packages and an engineer's cost opinion to lower the pumps in the six existing operating wells and for the installation of monitoring and remote telemetry equipment at each site.

Mr. Weghorst said that because of the ongoing decline in water levels in the Central Valley, well contractors, materials, and equipment have been in high demand. BWP has indicated that it is prepared to negotiate with IRWD to perform construction services associated with the Project. BWP has also indicated that it can make a drill rig available to perform the work in April and that, with the execution of the Compromise and Release Agreement with IRWD, it is prepared to replace well SREX-4 in May. He said that staff recommends negotiating and executing a sole

source contract with BWP to complete the Project subject to execution of the Compromise and Release Agreement for the replacement of SREX-4. BWP is uniquely qualified and has extensive experience with the Strand Ranch Recovery Project, as well as familiarity with the groundwater basin in the Kern Fan area.

Mr. Weghorst said that staff recommends that Dee Jasbar and Associates (DJA) provide construction management, oversight and inspection services associated with Project. DJA is uniquely qualified to perform these services and possessing over five years of experience on prior IRWD projects at the Strand Ranch and Stockdale West Ranch along with detailed knowledge of the Strand Ranch wellhead facilities. DJA has indicated its availability to provide construction management services on this Project.

Director Reinhart said that this item was reviewed by the Water Banking Committee on March 3, 2014. Following discussion, on MOTION by Reinhart, seconded and unanimously carried, THE BOARD AUTHORIZED THE ADDITION OF PROJECT 11794 (5272) "STRAND RANCH WELL OPTIMIZATION AND MONITORING PROJECT" TO THE FY 2013-14 CAPITAL BUDGET TO FUND THE LOWERING OF THE PUMPS AND INSTALLATION OF WELLHEAD MONITORING AND REMOTE TELEMTRY EQUIPMENT FOR SIX STRAND RANCH EXTRACTION WELLS; APPROVED AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$501,600 FOR PROJECT 11794 (5272); AUTHORIZED THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE, CONTINGENT UPON THE EXECUTION OF THE COMPROMISE AND RELEASE AGREEMENT FOR SREX-4, A CONSTRUCTION CONTRACT WITH BAKERSFIELD WELL AND PUMP IN AN AMOUNT UP TO \$425,000; AND AUTHORIZED THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DEE JASPAR AND ASSOCIATES FOR CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT UP TO \$45,000.

#### GENERAL MANAGER'S REPORT

General Manager Cook reported on two awards received this week for the Michelson Water Recycling Plant Phase 2 Expansion, one from the American Society of Civil Engineers at its annual awards dinner on February 19, 2014, and the second award from the Orange County Engineers' Council.

#### DIRECTORS' COMMENTS

Director Withers reported on his attendance at an OCSD Legislative Committee meeting and that he will be attending a LAFCO Strategic Planning session this Friday. He noted the upcoming LAFCO Special District election and suggested that staff invite candidates to a Board meeting for a short presentation on their background. He further said that Mr. Bob Thompson is the new Director of Engineering at OCSD.

Director Matheis reported on her attendance at an ACWA conference in Washington, DC which she found very effective, a Water Education Foundation (WEF) Board meeting and noted its new Executive Director, Ms. Jennifer Bowles. She said she received a letter from WEF thanking the

District for being a sponsor for its March 24<sup>th</sup> event which she was planning to attend. She also said she attended last Friday's WACO meeting.

Director Matheis announced that Shadetree Partnership and UCI have been chosen to receive a national award from the Arbor Day Foundation for its Excellence in Volunteer Management presented for outstanding efforts to mobilize and engage volunteers in tree planting and care within a community. She thanked both Tom and Leslie Bonkowski for their efforts in this organization over the last 14 years. She further said that all of the individuals involved volunteer for the love of the organization and she takes great pride being involved with the people associated with Shadetree.

Director Reinhart reported on his attendance at the Urban Water Institute along with Directors LaMar and Matheis, a MWDOC workshop, and a WACO meeting. Director LaMar reported on his attendance at the ACWA Washington, DC conference, MWDOC's PAMO meeting, a South Orange County Water Agencies Cities Legislative briefing meeting, ACWA's 2014 Legislative Symposium in Sacramento, and a WACO meeting.

CLOSED SESSION

President LaMar said that there would not be a Closed Session this evening relative to anticipated litigation – Government Code Section 54956.9(d)(2) – significant exposure to litigation (one potential case).

ADJOURNMENT

President LaMar adjourned the meeting at 6:30 p.m.

APPROVED and SIGNED this 24<sup>th</sup> day of March, 2014.

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President, IRVINE RANCH WATER DISTRICT

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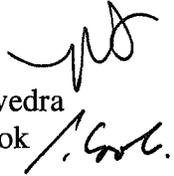
Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

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Legal Counsel - Bowie, Arneson, Wiles & Giannone



March 24, 2014  
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

3/21/14 Calif. Council for Env. & Economic Balance-Water Quality Task Force  
4/03/14 MWDOC Semi-Annual Elected Officials' Forum

Mary Aileen Matheis

4/03/14 MWDOC Semi-Annual Elected Officials' Forum

Douglas Reinhart

4/03/14 MWDOC Semi-Annual Elected Officials' Forum

Peer Swan

3/18/14 ACWA Management Committee Meeting, Sacramento, CA  
4/03/14 MWDOC Semi-Annual Elected Officials' Forum

John Withers

3/19/14 Orange County Water Association march Meeting  
4/03/14 MWDOC Semi-Annual Elected Officials' Forum

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

LIST OF EXHIBITS:

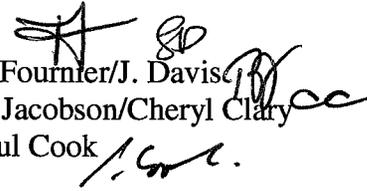
None

March 24, 2014

Prepared by: T. Fournier/J. Davis

Submitted by: R. Jacobson/Cheryl Clary

Approved by: Paul Cook

Handwritten signatures and initials in black ink, including a large signature at the top right and another signature below it.

CONSENT CALENDAR

FEBRUARY 2014 TREASURY REPORTS

SUMMARY:

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

- A. The Investment Summary Report for February 2014. This Investment Summary Report is in conformity with the 2014 Investment Policy and provides sufficient liquidity to meet estimated expenditures during the next six months, as outlined in Exhibit "A".
- B. The Monthly Interest Rate Swap Summary as of February 28, 2014, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$1,448,596, as outlined in Exhibit "C".
- D. The February 28, 2014 Disbursement Summary of warrants 345957 through 346629, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$22,342,695, as outlined in Exhibit "D".
- E. The Disclosure Report of Reimbursements to Board Members and Staff for February 2014, detailing payments or reimbursements for individual charges of \$100.00 or more per transaction, as outlined in Exhibit "E".

FISCAL IMPACTS:

As of February 28, 2014, the book value of the investment portfolio was \$301,288,404, with a 0.42% rate of return and a market value of \$301,348,595. Based on the District's December 31, 2013 quarterly real estate investment rate of return of 11.43%, the District's weighted average return for the fixed income and real estate investments was 2.51%.

As of February 28, 2014, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in February from all swaps was negative \$564,125.

Payroll ACH payments totaled \$1,448,596, and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for February totaled \$22,342,695.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE TREASURER'S INVESTMENT SUMMARY REPORT, THE MONTHLY INTEREST RATE SWAP SUMMARY FOR FEBRUARY 2014, AND DISCLOSURE REPORT OF REIMBURSEMENTS TO BOARD MEMBERS AND STAFF; APPROVE THE FEBRUARY 2014 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$1,448,596 AND APPROVE THE FEBRUARY 2014 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS 345957 THROUGH 346629, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$22,342,695.

LIST OF EXHIBITS:

- Exhibit "A" - Investment Summary Report
- Exhibit "B" - Monthly Interest Rate Swap Summary
- Exhibit "C" - Monthly Payroll ACH Summary
- Exhibit "D" - Monthly Summary of District Disbursements
- Exhibit "E" – Disclosure of Reimbursements to Board Members and Staff

02/28/14

DATE	CUR	HELD	Maturity		INVESTMENT	INSTITUTION	PAR				YIELD	YTD	UNREALIZED	CARRY VALUE	MARKET VALUE	UNREALIZED
DATE	TYPE	DATE	DATE	RATE	TYPE	NAME	AMOUNT	CURR	YIELD	YTD	YIELD	YTD	LOSS	VALUE	VALUE	LOSS
01/15/14			03/31/14		LAIF	State of California Tsy.	\$50,000,000		0.260%				\$50,000,000.00	\$50,000,000.00	50,014,381.00	14,381.00
01/15/14			03/31/14		LAIF-JPA	State of California Tsy.	50,000,000		0.260%				\$50,000,000.00	\$50,000,000.00	50,014,381.00	14,381.00
01/15/14			02/14/14		LAIF BABS	State of California Tsy.	21,419,533		0.260%				\$21,419,532.63	\$21,419,532.63	21,425,693.32	6,160.69
05/23/12	N/A	N/A	05/23/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.350%	0.394%				4,995,600.00	4,999,499.73	5,002,650.00	3,150.27
04/18/12	N/A	N/A	05/28/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.375%	0.354%				5,107,250.00	5,012,257.14	5,015,050.00	2,792.86
12/18/12	Continuous	03/18/13	06/18/15	Aaa/AA+/AAA	FPCB - Note	Fed Farm Credit Bank	10,000,000	0.320%	0.360%	0.720%			9,990,000.00	9,994,802.63	10,000,100.00	5,297.37
12/27/12	Continuous	03/26/13	06/26/15	Aaa/AA+/AAA	FPCB - Note	Fed Farm Credit Bank	10,000,000	0.375%	0.375%				10,000,000.00	10,000,000.00	10,000,100.00	100.00
04/30/13	Continuous	07/15/13	07/15/15	Aaa/AA+/AAA	FPCB - Note	Fed Farm Credit Bank	5,000,000	0.290%	0.290%	0.290%			5,000,000.00	5,000,000.00	5,000,050.00	50.00
09/28/12	Continuous	12/28/12	09/28/15	Aaa/AA+/NR	FPCB - Note	Fed Farm Credit Bank	5,000,000	0.450%	0.470%	0.470%			4,997,000.00	4,998,421.92	5,000,100.00	1,678.08
10/17/12	One Time 2yr	10/09/14	10/09/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.480%	0.460%	0.466%			5,002,000.00	5,001,080.04	5,007,750.00	6,669.96
01/07/14	One Time	10/28/14	10/28/15	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.500%	0.300%	0.411%			5,008,050.00	5,007,402.58	5,010,000.00	2,597.42
12/18/12	Continuous	03/18/13	12/18/15	Aaa/AA+/AAA	FPCB - Note	Fed Farm Credit Bank	10,000,000	0.400%	0.425%	0.701%			9,992,500.00	9,995,500.00	10,000,100.00	4,600.00
01/15/13	N/A	07/15/13	01/15/16	NA/AA+/AAA	FHLB - Note	Fed Home Loan Bank	5,000,000	0.375%	0.390%				4,997,750.00	4,998,436.30	5,000,850.00	2,413.70
01/17/13	Quarterly	07/15/13	01/15/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.500%	0.500%	0.500%			5,000,000.00	5,000,000.00	5,001,900.00	1,900.00
03/14/13	Continuous	09/07/13	03/07/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	0.470%	0.490%				9,994,000.00	9,995,939.39	10,000,200.00	4,260.61
04/12/13	Continuous	07/12/13	04/12/16	Aaa/AA+/AAA	FPCB - Note	Fed Farm Credit Bank	5,000,000	0.410%	0.447%	0.851%			4,994,500.00	4,996,120.89	4,995,350.00	(770.89)
04/30/13	Quarterly	10/25/13	04/25/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.580%	0.536%	0.310%			5,006,550.00	5,004,718.88	4,999,650.00	(5,068.88)
05/24/13	Quarterly	10/25/13	04/25/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	4,975,000	0.580%	0.568%	0.500%			4,976,641.75	4,974,916.77	4,974,651.75	(265.02)
05/20/13	Quarterly	10/29/13	04/29/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.500%	0.500%	0.500%			5,000,000.00	5,000,000.00	4,995,150.00	(4,850.00)
12/19/13	Quarterly	11/20/13	05/20/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.520%	0.520%	0.520%			5,000,000.00	5,000,000.00	4,994,400.00	(5,600.00)
05/31/13	Quarterly	11/27/13	05/27/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.520%	0.585%	0.935%			4,990,000.00	4,992,509.16	4,999,450.00	6,940.84
01/31/14	Continuous	03/27/14	06/27/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.500%	0.552%	0.552%			4,993,750.00	4,993,956.44	5,001,450.00	7,493.56
01/30/14	Quarterly	04/29/14	07/29/16	NR/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.750%	0.507%	0.507%			5,003,000.00	5,002,901.21	5,004,000.00	1,098.79
02/11/14	Continuous after	08/11/14	08/11/16	Aaa/AA+/AAA	FPCB - Note	Fed Farm Credit Bank	5,000,000	0.570%	0.590%	0.590%			4,997,500.00	4,997,549.34	4,996,350.00	(1,199.34)
12/31/13	Quarterly	06/14/13	09/14/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.650%	0.759%	0.759%			4,985,500.00	4,986,380.57	4,996,800.00	10,419.43
03/14/13	Continuous	12/26/12	09/26/16	Aaa/AA+/NR	FPCB - Note	Fed Farm Credit Bank	5,000,000	0.680%	0.683%				4,999,500.00	4,999,636.22	4,985,850.00	(13,786.22)
12/03/13	One Time	11/25/14	11/25/16	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.750%	0.647%	0.716%			5,005,000.00	5,004,595.96	4,994,150.00	(10,445.96)
12/09/13	Quarterly	12/09/14	12/09/16	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.700%	0.727%	0.780%			4,996,000.00	4,996,299.27	4,983,350.00	(12,949.27)
12/19/13	Quarterly	06/19/14	12/19/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.750%	0.750%	0.750%			5,000,000.00	5,000,000.00	5,002,900.00	2,900.00
12/20/13	Quarterly	06/19/14	12/19/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.750%	0.755%	0.755%			4,999,250.00	4,999,298.63	5,002,900.00	3,601.37
12/27/13	Continuous after	06/24/14	12/27/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.750%	0.760%	0.760%			4,998,500.00	4,998,587.59	4,999,250.00	662.41
12/27/13	S Quarterly	06/27/14	12/27/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	2,500,000	0.500%	0.550%	0.550%			2,498,750.00	2,498,822.99	2,501,100.00	2,277.01
01/30/14	Quarterly	04/30/14	01/30/17	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	10,000,000	1.000%	1.000%	1.000%			10,000,000.00	10,000,000.00	10,009,300.00	9,300.00
<b>SUB-TOTAL</b>							<b>\$293,894,533</b>						<b>\$293,948,124.38</b>	<b>\$293,869,166.29</b>	<b>\$293,929,357.07</b>	<b>\$60,190.78</b>
<b>RESTRICTED CASH (Swap Collateral Deposits)</b>																
12/02/13					Collateral Deposit	Citi-Group	\$6,999,238		0.150%				\$6,999,237.83	\$6,999,237.83	6,999,237.83	
10/28/13					Collateral Deposit	Merrill Lynch	\$420,000		0.150%				\$420,000.00	\$420,000.00	420,000.00	
<b>SUB-TOTAL</b>							<b>\$7,419,238</b>						<b>\$7,419,237.83</b>	<b>\$7,419,237.83</b>	<b>\$7,419,237.83</b>	
<b>TOTAL INVESTMENTS</b>							<b>\$301,313,770</b>						<b>\$301,367,362.21</b>	<b>\$301,288,404.12</b>	<b>\$301,348,594.90</b>	

February Petty Cash Bank Bal. Bank of America

3,400.00  
7,493,237.14  
\$308,863,999.35

- |   |   |               |
|---|---|---------------|
| (1) LAIF market value is as of the most recent quarter-end as reported by LAIF.<br>Security market values are determined using Bank of New York ("Trading Prices"), Bloomberg and/or broker dealer pricing. | Outstanding Variable Rate Debt  | \$349,000,000 |
| (2) Gain (loss) calculated against carry value using the trading value provided by Bank of New York/or Brokers  | Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps) | \$219,000,000 |
| (3) Real estate rate of return is based on most recent quarter end return   | Investment Balance:   | \$308,863,999 |
|   | Investment to Variable Rate Debt Ratio:                                   | 141%          |
|   | Portfolio - Average Number of Days To Maturity                            | 444           |

Investment Type	Sum of Par Amount
FPCB - Note	55,000,000.00
FHLB - Note	50,000,000.00
FHLMC - Note	27,500,000.00
FNMA - Note	39,975,000.00
<b>Grand Total</b>	<b>172,475,000.00</b>

A-1

	Investment Portfolio	Real Estate Portfolio (3)	Weighted Avg. Return
February	0.42%	11.43%	2.51%
January	0.41%	11.43%	2.48%
Change	0.01%		

\*S - Step up

This Investment Summary Report is in conformity with the 2014 Investment Policy and provides sufficient liquidity to meet the next six months estimated expenditures.

IRVINE RANCH WATER DISTRICT  
SUMMARY OF MATURITIES

02/28/14

DATE	TOTAL	%	LAIF	AGENCIES	COLLATERAL DEPOSIT	CAL REV NOTES
2/14	\$128,838,770	42.76%	\$121,419,533		\$7,419,238	
3/14						
4/14						
5/14	10,000,000	3.32%		10,000,000		
6/14						
07/14						
08/14						
09/14						
10/14						
11/14						
12/14						
1/15						
<b>SUB-TOTAL</b>	<b>\$138,838,770</b>	<b>46.08%</b>	<b>\$121,419,533</b>	<b>\$10,000,000</b>	<b>\$7,419,238</b>	
<b>13 Months - 3 YEARS</b>						
2/1/2015 - 3/31/2015	-					
4/1/2015 - 6/30/2015	\$20,000,000	6.64%		\$20,000,000		
07/1/2015 - 9/30/2015	10,000,000	3.32%		10,000,000		
10/1/2015 - 12/30/15	20,000,000	6.64%		20,000,000		
01/01/16 - 03/31/2016	20,000,000	6.64%		20,000,000		
04/01/16 - 06/30/2016	34,975,000	11.61%		34,975,000		
07/01/16 - 9/30/2016	20,000,000	6.64%		20,000,000		
10/01/16 - 12/31/2016	27,500,000	9.13%		27,500,000		
1/1/2017 - 3/31/2017	10,000,000	3.32%		10,000,000		
<b>TOTALS</b>	<b>\$301,313,770</b>	<b>100.00%</b>	<b>\$121,419,533</b>	<b>\$172,475,000</b>	<b>\$7,419,238</b>	

% OF PORTFOLIO

A-2

40.30%

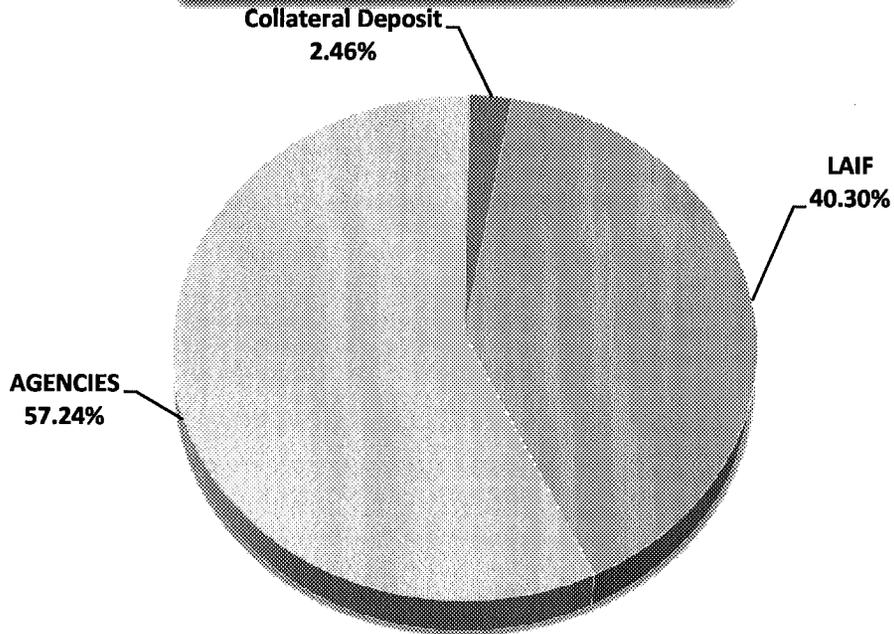
57.24%

2.46%

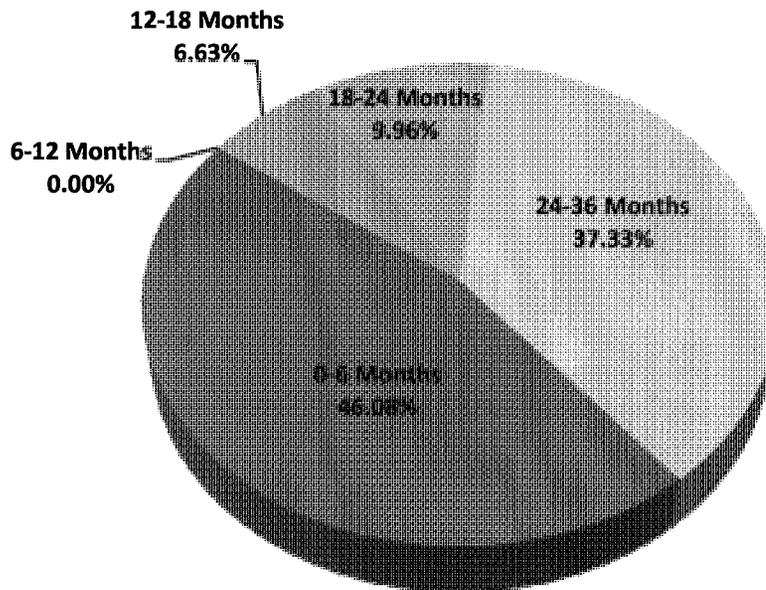
# February 2014 INVESTMENT PORTFOLIO

February 28, 2014

## Portfolio by Investment Type



## Portfolio by Maturities



Irvine Ranch Water District  
 Summary of Real Estate  
 12/31/2013

	<u>ACQUISITION DATE</u>	<u>PROPERTY TYPE</u>	<u>OWNERSHIP INTEREST</u>	<u>ORIGINAL COST</u>	<u>RATE OF RETURN QUARTER ENDED Dec-13</u>
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$ 43,550,810	14.42%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	8.57%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$ 5,739,845	9.29%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$ 8,630,577	4.37%
Sand Canyon Professional Center	Jul-12	Medical Office	Fee Simple	\$ 8,648,594	6.81%
				<u>\$ 72,569,826</u>	<u>11.43%</u>

IRVINE RANCH WATER DISTRICT  
INVESTMENT SUMMARY REPORT

Joint Powers Agency - Investment Contracts

2/28/2014

Settlement Date	JPA Issue	Investment Contract	Original Cost	Current Par	Market Value 12/31/13
10/25/1994	JPA - Issue #1	AIG Matched Funding Corp.* 7.705% Due 2-15-14 Matured	\$ 407,878,616	\$ 238,500,000	\$ 238,500,000
10/25/1994	JPA - Issue #2	Federal National Mortgage Assoc.* 8.18% Due 2-15-14 Matured	\$ 518,644,189	\$ 349,472,521	\$ 352,684,173
			<u>\$ 926,522,805</u>	<u>\$ 587,972,521</u>	<u>\$ 591,184,173</u>

\*Funds are currently held in Trust and invested in the Fidelity Treasury Money Market Fund pending JPA Bond payoff on 03/15/2014.

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

**MATURITIES/SALES/CALLS**

**PURCHASES**

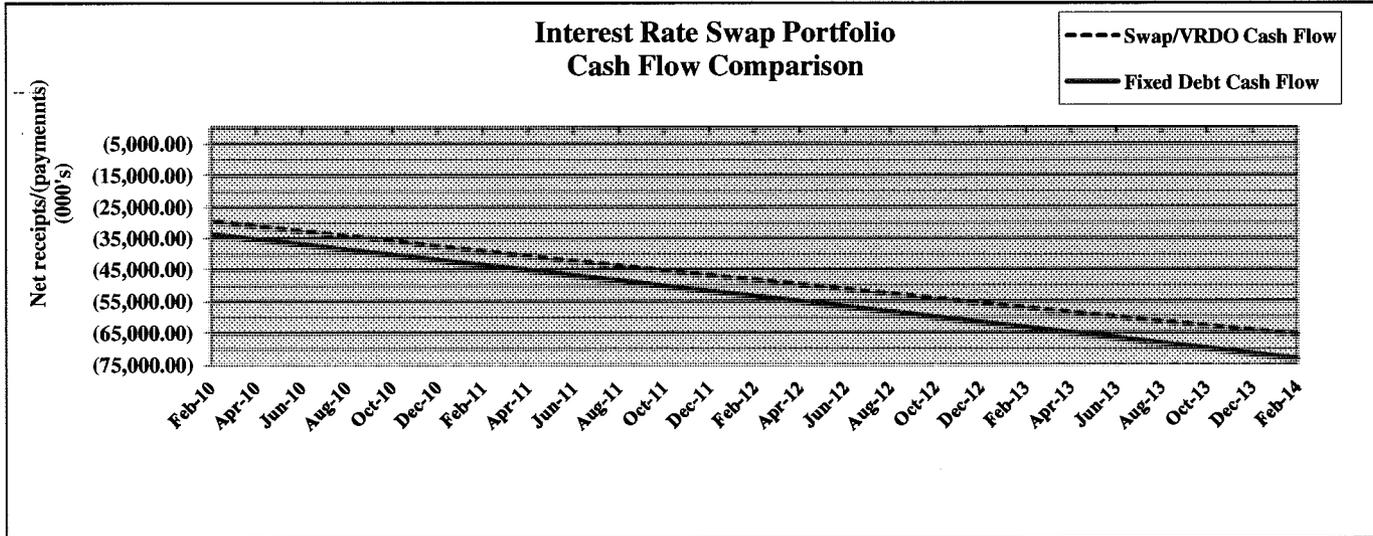
DATE	SECURITY TYPE	PAR	YIELD	Settlement Date	Maturity Date	SECURITY TYPE	PAR	YIELD TO MATURITY
2/3/2014	FFCB - Note	\$5,000,000	0.48%	2/11/2014	8/11/2016	FFCB	\$5,000,000	0.59%
2/3/2014	FFCB - Note	\$5,000,000	0.46%					
2/25/2014	FHLMC - Note	\$5,000,000	0.30%					
2/27/2014	FHLB - Note	\$5,000,000	0.42%					

**IRVINE RANCH WATER DISTRICT  
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL  
February 28, 2014**

Current Fiscal Year - Active Swaps									Cash Flow				Mark to Market		
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate		Prior Mo.	Current Mo.	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference	
									LIBOR Avg %						
									0.16%	0.16%	0.18%				
Fixed Payer Swaps - By Effective Date															
6/4/2006	6/4/2019	5.3	ML	\$ 20,000,000	FXP	LIBOR	6.200%		\$ (100,435)	\$ (90,546)	\$ (802,638)	\$ (7,038,656)	\$ 15,287,353	\$ (4,712,647)	
6/4/2006	6/4/2019	5.3	CG	20,000,000	FXP	LIBOR	6.200%		(100,435)	(90,546)	(802,638)	(7,038,656)	15,308,411	(4,691,589)	
6/17/2006	6/17/2019	5.3	CG	30,000,000	FXP	LIBOR	6.140%		(149,330)	(134,489)	(1,192,279)	(10,431,487)	23,028,274	(6,971,726)	
3/10/2007	3/10/2029	15.0	ML	30,000,000	FXP	LIBOR	5.687%		(137,952)	(124,272)	(1,101,556)	(9,291,259)	20,487,499	(9,512,501)	
3/10/2007	3/10/2029	15.0	CG	30,000,000	FXP	LIBOR	5.687%		(137,952)	(124,272)	(1,101,556)	(9,291,259)	20,603,095	(9,396,905)	
Totals/Weighted Avgs		9.8		\$ 130,000,000			5.949%		\$ (626,104)	\$ (564,125)	\$ (5,000,667)	\$ (43,091,318)	\$ 94,714,632	\$ (35,285,368)	
Total Current Year Active Swaps				\$ 130,000,000					\$ (626,104)	\$ (564,125)	\$ (5,000,667)	\$ (43,091,318)	\$ 94,714,632	\$ (35,285,368)	

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

Current Fiscal Year - Total Swaps									Cash Flow				Mark to Market	
									Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Active & Terminated Swaps				\$ 130,000,000					\$ (626,104)	\$ (564,125)	\$ (5,000,667)	\$ (43,091,318)	\$ 94,714,632	\$ (35,285,368)



Cash Flow Comparison Synthetic Fixed vs. Fixed Rate Debt	
Cash Flow to Date	
Synthetic Fixed =	\$65,592,241
Fixed Rate =	\$73,196,791
<b>Assumptions:</b>	
- Fixed rate debt issued at 5.10% in Jun-06, and 4.93% in Mar-07 (estimated TE rates - Bloomberg)	
- 'Synthetic' includes swap cash flow + interest + fees to date	

Exhibit "C"

MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS

February  
2014

DATE	AMOUNT	VENDOR	PURPOSE
2/7/2014	723,261.07	BANK OF AMERICA	ACH Payments for Payroll
2/21/2014	725,335.10	BANK OF AMERICA	ACH Payments for Payroll
	<u>\$1,448,596.17</u>		

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 1  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345957		06-FEB-14	ANTHEM BLUE CROSS	LOS ANGELES	2,012.80	18-FEB-14	2,012.80	Reconciled
345958		06-FEB-14	ANTHEM BLUE CROSS	LOS ANGELES	1,089.40	18-FEB-14	1,089.40	Reconciled
345959		06-FEB-14	ANTHEM BLUE CROSS	LOS ANGELES	415.62	18-FEB-14	415.62	Reconciled
345960		06-FEB-14	MARYANN BROWN	PURCHASE_P AY	1,228.80	14-FEB-14	1,228.80	Reconciled
345961		06-FEB-14	HILLEBRECHT, WARREN K	PAY	350.84	13-FEB-14	350.84	Reconciled
345962		06-FEB-14	Sitzler, Roberta	KHOME	91.09			Voided
345963		06-FEB-14	(Roberta)					
345963		06-FEB-14	FIDELITY SECURITY	CINCINNAT	6,323.87	14-FEB-14	6,323.87	Reconciled
345964		06-FEB-14	LIFE INSURANCE	I				
345964		06-FEB-14	ASSOCIATION OF	SAN FRANCISCO	33,923.20	14-FEB-14	33,923.20	Reconciled
345965		06-FEB-14	CALIFORNIA WATER					
345965		06-FEB-14	AGENCIES/JPIA					
345965		06-FEB-14	ORANGE COUNTY	FOUNTAIN VALLEY	84,222.68	07-FEB-14	84,222.68	Reconciled
345965		06-FEB-14	SANITATION					
345965		06-FEB-14	DISTRICT					
345966		06-FEB-14	Wilson, Brett		120.00	11-FEB-14	120.00	Reconciled
345967		06-FEB-14	McKinstry, Brian H		59.91	19-FEB-14	59.91	Reconciled
345967		06-FEB-14	(Brian)					
345968		06-FEB-14	Martin, Colton S		225.00	10-FEB-14	225.00	Reconciled
345968		06-FEB-14	(Colton)					
345969		06-FEB-14	Soto, Franklin E		200.00	24-FEB-14	200.00	Reconciled
345969		06-FEB-14	(Frank)					
345970		06-FEB-14	Moeder, Jacob J		22.00	10-FEB-14	22.00	Reconciled
345970		06-FEB-14	(Jacob)					
345971		06-FEB-14	Dugan, Jeffrey		169.00	10-FEB-14	169.00	Reconciled
345971		06-FEB-14	(Jeff)					
345972		06-FEB-14	Smyth, Jeffrey S		221.55	21-FEB-14	221.55	Reconciled
345972		06-FEB-14	(Jeff)					
345973		06-FEB-14	Perez, Martin C		240.00	10-FEB-14	240.00	Reconciled
345973		06-FEB-14	(Martin)					
345974		06-FEB-14	Swan, Peer		1,019.74	10-FEB-14	1,019.74	Reconciled
345975		06-FEB-14	Jacobson, Robert C		10.00			Negotiable
345975		06-FEB-14	(Rob)					
345976		06-FEB-14	AIRGAS-WEST, INC.		627.97	10-FEB-14	627.97	Reconciled
345977		06-FEB-14	ALEXANDER CONTRACT		103,719.81	12-FEB-14	103,719.81	Reconciled
345977		06-FEB-14	SERVICES INC					
345978		06-FEB-14	ANIXTER INC		8,665.92	14-FEB-14	8,665.92	Reconciled
345979		06-FEB-14	ARC		153.20	19-FEB-14	153.20	Reconciled
345980		06-FEB-14	AT&T		4,748.94	12-FEB-14	4,748.94	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 2  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345981		06-FEB-14	AUTOZONE PARTS, INC.		456.83	10-FEB-14	456.83	Reconciled
345982		06-FEB-14	B & K ELECTRIC WHOLESALE		38.33	11-FEB-14	38.33	Reconciled
345983		06-FEB-14	BANK OF AMERICA		18,031.85	13-FEB-14	18,031.85	Reconciled
345984		06-FEB-14	BELSON OUTDOORS, INC.		746.55	11-FEB-14	746.55	Reconciled
345985		06-FEB-14	BIGWIG MONSTER, LLC		10,200.00	11-FEB-14	10,200.00	Reconciled
345986		06-FEB-14	BIOMAGIC INC		4,831.16	12-FEB-14	4,831.16	Reconciled
345987		06-FEB-14	BK FOUNTAIN WORKS		655.24	07-FEB-14	655.24	Reconciled
345988		06-FEB-14	BNI PUBLICATIONS, INC.		310.57	10-FEB-14	310.57	Reconciled
345989		06-FEB-14	C WELLS PIPELINE MATERIALS INC		5,054.40	18-FEB-14	5,054.40	Reconciled
345990		06-FEB-14	CALIFORNIA BARRICADE INC		5,837.50	12-FEB-14	5,837.50	Reconciled
345991		06-FEB-14	CALSENSE		464.02	11-FEB-14	464.02	Reconciled
345992		06-FEB-14	CANON SOLUTIONS AMERICA, INC.		2,656.72	10-FEB-14	2,656.72	Reconciled
345993		06-FEB-14	CAPTIVE AUDIENCE MARKETING INC.		85.32	11-FEB-14	85.32	Reconciled
345994		06-FEB-14	CDW GOVERNMENT LLC		2,667.01	13-FEB-14	2,667.01	Reconciled
345995		06-FEB-14	CH2M HILL, INC		4,261.73	10-FEB-14	4,261.73	Reconciled
345996		06-FEB-14	CHARLES P CROWLEY COMPANY INC		1,585.72	11-FEB-14	1,585.72	Reconciled
345997		06-FEB-14	CHLORINE INSTITUTE INC, THE		840.00	19-FEB-14	840.00	Reconciled

345998	06-FEB-14	CITY OF IRVINE	79.64	07-FEB-14	79.64	Reconciled
345999	06-FEB-14	CITY OF TUSTIN	321.92	07-FEB-14	321.92	Reconciled
346000	06-FEB-14	CLA-VAL COMPANY	1,908.05	07-FEB-14	1,908.05	Reconciled
346001	06-FEB-14	CLEARINGHOUSE	528.45	10-FEB-14	528.45	Reconciled
346002	06-FEB-14	COASTLINE	628.71	10-FEB-14	628.71	Reconciled
346003	06-FEB-14	EQUIPMENT COMPANY COMMERCIAL DOOR OF ORANGE COUNTY, INC.	722.48	14-FEB-14	722.48	Reconciled
346004	06-FEB-14	CONDITION MONITORING SERVICES INC	2,350.00	10-FEB-14	2,350.00	Reconciled
346005	06-FEB-14	ONEYBEARE INC	6,613.44	13-FEB-14	6,613.44	Reconciled
346006	06-FEB-14	CREATIVE ALLIANCE GROUP LLC	1,000.00	12-FEB-14	1,000.00	Reconciled
346007	06-FEB-14	CRUMP & CO, INC.	9,999.00	14-FEB-14	9,999.00	Reconciled
346008	06-FEB-14	D & H WATER SYSTEMS INC.	7,242.80	14-FEB-14	7,242.80	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 3  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346009		06-FEB-14	DEPARTMENT OF INDUSTRIAL RELATIONS STATE OF CALIFORNIA		9,713.39	14-FEB-14	9,713.39	Reconciled
346010		06-FEB-14	DETECTION INSTRUMENTS CORP		68.37	12-FEB-14	68.37	Reconciled
346011		06-FEB-14	EAGLE PRINT DYNAMICS		1,822.87	10-FEB-14	1,822.87	Reconciled
346012		06-FEB-14	EAST ORANGE COUNTY WATER DISTRICT		1,416.76	10-FEB-14	1,416.76	Reconciled
346013		06-FEB-14	ENVIRONMENTAL EXPRESS INC		168.00	11-FEB-14	168.00	Reconciled
346014		06-FEB-14	EXECUTIVE LIGHTING & ELECTRIC		404.99	07-FEB-14	404.99	Reconciled
346015		06-FEB-14	EXPRESSAIR		54.00			Negotiable
346016		06-FEB-14	FAIRWAY FORD SALES, INC.		5,814.82	12-FEB-14	5,814.82	Reconciled
346017		06-FEB-14	FARRELL & ASSOCIATES		1,567.26	10-FEB-14	1,567.26	Reconciled
346018		06-FEB-14	FIRST CHOICE SERVICES		229.50	11-FEB-14	229.50	Reconciled
346019		06-FEB-14	FISHER SCIENTIFIC COMPANY LLC		6,357.21	12-FEB-14	6,357.21	Reconciled
346020		06-FEB-14	FRANCHISE TAX BOARD		797.88	12-FEB-14	797.88	Reconciled
346021		06-FEB-14	FS BRAINARD & CO		49,227.50	18-FEB-14	49,227.50	Reconciled
346022		06-FEB-14	GLADWELL GOVERNMENTAL SERVICES, INC.		1,500.00	21-FEB-14	1,500.00	Reconciled
346023		06-FEB-14	GRAINGER		2,879.36	10-FEB-14	2,879.36	Reconciled
346024		06-FEB-14	HAAKER EQUIPMENT COMPANY		587.03	07-FEB-14	587.03	Reconciled
346025		06-FEB-14	HACH COMPANY		963.79	11-FEB-14	963.79	Reconciled
346026		06-FEB-14	HARWOOD CONSTRUCTION INC.		63,251.11	11-FEB-14	63,251.11	Reconciled
346027		06-FEB-14	HDR ENGINEERING INC		10,200.34	13-FEB-14	10,200.34	Reconciled
346028		06-FEB-14	HILL BROTHERS CHEMICAL COMPANY		1,645.00	10-FEB-14	1,645.00	Reconciled
346029		06-FEB-14	IBM CORPORATION		735.69	10-FEB-14	735.69	Reconciled
346030		06-FEB-14	II FUELS INC		27,731.99	11-FEB-14	27,731.99	Reconciled
346031		06-FEB-14	INDUSTRIAL METAL SUPPLY CO		320.42	10-FEB-14	320.42	Reconciled
346032		06-FEB-14	INORGANIC VENTURES INC		418.87	11-FEB-14	418.87	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 4  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346033		06-FEB-14	INTERNAL REVENUE SERVICE		100.00	12-FEB-14	100.00	Reconciled
346034		06-FEB-14	IRVINE PIPE & SUPPLY INC		4,409.14	07-FEB-14	4,409.14	Reconciled
346035		06-FEB-14	IRWD EMPLOYEE ASSOCIATION		680.00			Negotiable
346036		06-FEB-14	IRWD-PETTY CASH CUSTODIAN		779.00	07-FEB-14	779.00	Reconciled
346037		06-FEB-14	JOE RHODES MAINT SERVICE INC		311.06	13-FEB-14	311.06	Reconciled

346038	06-FEB-14	JOHN G. ALEVIZOS D.O. INC.	595.98	11-FEB-14	595.98	Reconciled
346039	06-FEB-14	KENNEDY/JENKS CONSULTANTS INC	14,005.75	13-FEB-14	14,005.75	Reconciled
346040	06-FEB-14	KENNY THE PRINTER	319.68	07-FEB-14	319.68	Reconciled
346041	06-FEB-14	LEWIS BRISBOIS BISGAARD AND SMITH LLP	5,331.16	14-FEB-14	5,331.16	Reconciled
346042	06-FEB-14	LUBRICATION ENGINEERS, INC.	1,696.63	10-FEB-14	1,696.63	Reconciled
346043	06-FEB-14	MAG-TROL	152.16	07-FEB-14	152.16	Reconciled
346044	06-FEB-14	MAUREEN SASSOON	900.00	10-FEB-14	900.00	Reconciled
346045	06-FEB-14	MC MASTER CARR SUPPLY CO	1,533.18	10-FEB-14	1,533.18	Reconciled
346046	06-FEB-14	MEDORA CORP	6,003.60	13-FEB-14	6,003.60	Reconciled
346047	06-FEB-14	MEGGER	276.66	10-FEB-14	276.66	Reconciled
346048	06-FEB-14	MOUSE GRAPHICS	295.65	11-FEB-14	295.65	Reconciled
346049	06-FEB-14	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	6,000.00	12-FEB-14	6,000.00	Reconciled
346050	06-FEB-14	NATIONAL READY MIXED CONCRETE CO	4,582.20	10-FEB-14	4,582.20	Reconciled
346051	06-FEB-14	NATURES IMAGE INC	1,783.62	10-FEB-14	1,783.62	Reconciled
346052	06-FEB-14	NEWAGE INDUSTRIES INC	370.79	11-FEB-14	370.79	Reconciled
346053	06-FEB-14	NINYO & MOORE	670.50	10-FEB-14	670.50	Reconciled
346054	06-FEB-14	O'HAREN GOVERNMENT RELATIONS	6,500.00	14-FEB-14	6,500.00	Reconciled
346055	06-FEB-14	OLIN CORPORATION	22,961.13	18-FEB-14	22,961.13	Reconciled
346056	06-FEB-14	ON ASSIGNMENT LAB SUPPORT	2,489.60	10-FEB-14	2,489.60	Reconciled
346057	06-FEB-14	ORANGE COUNTY AUTO PARTS CO	113.03	07-FEB-14	113.03	Reconciled
346058	06-FEB-14	ORANGE COUNTY SHERIFF'S OFFICE	351.12	18-FEB-14	351.12	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 5  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346059		06-FEB-14	PACIFIC COAST BOLT CORP		2,556.47	10-FEB-14	2,556.47	Reconciled
346060		06-FEB-14	PAUL E BRADLEY INC		2,475.00	11-FEB-14	2,475.00	Reconciled
346061		06-FEB-14	PAULUS ENGINEERING INC		64,042.95	11-FEB-14	64,042.95	Reconciled
346062		06-FEB-14	PAYNE & FEARS LLP		3,301.00	07-FEB-14	3,301.00	Reconciled
346063		06-FEB-14	PERS LONG TERM CARE		738.95	11-FEB-14	738.95	Reconciled
346064		06-FEB-14	PINNACLE LANDSCAPE COMPANY		6,560.00	11-FEB-14	6,560.00	Reconciled
346065		06-FEB-14	PRAXAIR DISTRIBUTION INC		2,534.78	13-FEB-14	2,534.78	Reconciled
346066		06-FEB-14	PRUDENTIAL OVERALL SUPPLY		3,519.63	10-FEB-14	3,519.63	Reconciled
346067		06-FEB-14	PSB INTEGRATED MARKETING		2,872.50	07-FEB-14	2,872.50	Reconciled
346068		06-FEB-14	PURE EFFECT INC		5,955.00	11-FEB-14	5,955.00	Reconciled
346069		06-FEB-14	PVF SALES, INC.		63.78	07-FEB-14	63.78	Reconciled
346070		06-FEB-14	PYRAMID WIRE AND CABLE		2,870.60	12-FEB-14	2,870.60	Reconciled
346071		06-FEB-14	RAINBOW DISPOSAL CO INC		506.33	07-FEB-14	506.33	Reconciled
346072		06-FEB-14	RAINBOW NUT & BOLT INC		160.11	07-FEB-14	160.11	Reconciled
346073		06-FEB-14	RBF CONSULTING		6,920.21	13-FEB-14	6,920.21	Reconciled
346074		06-FEB-14	RINCON TRUCK CENTER INC.		929.23	07-FEB-14	929.23	Reconciled
346075		06-FEB-14	RJS SOFTWARE SYSTEMS INC		9,856.92	13-FEB-14	9,856.92	Reconciled
346076		06-FEB-14	SANDERS PAVING INC		24,125.00			Negotiable
346077		06-FEB-14	SANTA ANA BLUE PRINT		2,114.72	11-FEB-14	2,114.72	Reconciled
346078		06-FEB-14	SANTA MARGARITA FORD		222.48	07-FEB-14	222.48	Reconciled
346079		06-FEB-14	SCHINDLER ELEVATOR CORPORATION		169.16	11-FEB-14	169.16	Reconciled
346080		06-FEB-14	SECURTEC DISTRICT PATROL INC		11,880.00	11-FEB-14	11,880.00	Reconciled
346081		06-FEB-14	SIGMA-ALDRICH INC		315.94	10-FEB-14	315.94	Reconciled
346082		06-FEB-14	SOUTHERN CALIFORNIA EDISON COMPANY		279,114.15	07-FEB-14	279,114.15	Reconciled
346083		06-FEB-14	SOUTHWEST VALVE & EQUIPMENT		1,602.23	12-FEB-14	1,602.23	Reconciled
346084		06-FEB-14	SUPPORT PRODUCTS SERVICES		1,837.34	12-FEB-14	1,837.34	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 6  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )

Payment Type: All

Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346085		06-FEB-14	TESTAMERICA LABORATORIES, INC		244.65	10-FEB-14	244.65	Reconciled
346086		06-FEB-14	TETRA TECH, INC		33,876.82	13-FEB-14	33,876.82	Reconciled
346087		06-FEB-14	THOMPSON INDUSTRIAL SUPPLY		274.70	07-FEB-14	274.70	Reconciled
346088		06-FEB-14	TRENCH SHORING COMPANY		133.48	11-FEB-14	133.48	Reconciled
346089		06-FEB-14	TROPICAL PLAZA NURSERY INC		236.76	07-FEB-14	236.76	Reconciled
346090		06-FEB-14	TRUCPARCO		739.98	11-FEB-14	739.98	Reconciled
346091		06-FEB-14	TRUGREEN LANDCARE LLC		37,349.24	12-FEB-14	37,349.24	Reconciled
346092		06-FEB-14	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		993.00	11-FEB-14	993.00	Reconciled
346093		06-FEB-14	UNITED PARCEL SERVICE INC		56.98	10-FEB-14	56.98	Reconciled
346094		06-FEB-14	URS CORPORATION		3,186.16	10-FEB-14	3,186.16	Reconciled
346095		06-FEB-14	USA MOBILITY, INC		70.89	11-FEB-14	70.89	Reconciled
346096		06-FEB-14	UTILITY SYSTEMS SCIENCE & SOFTWARE INC.		1,160.00	10-FEB-14	1,160.00	Reconciled
346097		06-FEB-14	VERIZON CALIFORNIA INC		251.71	12-FEB-14	251.71	Reconciled
346098		06-FEB-14	VERIZON WIRELESS SERVICES LLC		725.78	11-FEB-14	725.78	Reconciled
346099		06-FEB-14	VPSI INC		10,116.11	14-FEB-14	10,116.11	Reconciled
346100		06-FEB-14	VULCAN MATERIALS COMPANY		1,344.48	10-FEB-14	1,344.48	Reconciled
346101		06-FEB-14	VWR INTERNATIONAL, LLC		2,255.53	10-FEB-14	2,255.53	Reconciled
346102		06-FEB-14	WALTERS WHOLESALE ELECTRIC		1,307.97	11-FEB-14	1,307.97	Reconciled
346103		06-FEB-14	WASTE MANAGEMENT OF ORANGE COUNTY		1,777.52	11-FEB-14	1,777.52	Reconciled
346104		06-FEB-14	WATEREUSE FOUNDATION		25,000.00	19-FEB-14	25,000.00	Reconciled
346105		06-FEB-14	WAXIE'S ENTERPRISES, INC		1,581.42	10-FEB-14	1,581.42	Reconciled
346106		06-FEB-14	WECK LABORATORIES INC		570.00	07-FEB-14	570.00	Reconciled
346107		06-FEB-14	WELLS SUPPLY COMPANY		701.30	07-FEB-14	701.30	Reconciled
346108		06-FEB-14	MARSH RISK & INSURANCE SVCS	DALLAS	32,682.50	14-FEB-14	32,682.50	Reconciled
IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 7 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar ) Payment Type: All Display Supplier Address: No								

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346109		06-FEB-14	TAPLEY, BRENDA ANDPURCHASE		1,949.78	18-FEB-14	1,949.78	Reconciled
346110		06-FEB-14	MARC GARCIA, ANTHONY PURCHASE		1,842.46	18-FEB-14	1,842.46	Reconciled
346111		06-FEB-14	MARQUES, JOE PURCHASE		709.28	10-FEB-14	709.28	Reconciled
346112		06-FEB-14	ORANGE COUNTY FOUNTAIN VALLEY SANITATION DISTRICT		163,856.03	11-FEB-14	163,856.03	Reconciled
346113		07-FEB-14	POSEY, WAYNE PARKER		30.00	25-FEB-14	30.00	Reconciled
346114		07-FEB-14	CHARLES Z FEDAK & COMPANY PURCHASE		19,200.00	13-FEB-14	19,200.00	Reconciled
346115		10-FEB-14	JCI JONES CINCINNATI CHEMICALS INC		5,505.50	18-FEB-14	5,505.50	Reconciled
346116		10-FEB-14	Sitzler, Roberta KHOME (Roberta)		159.12	10-FEB-14	159.12	Reconciled
346117		10-FEB-14	SAFETYCARE INC	BURLINGTON	270.00	24-FEB-14	270.00	Reconciled
346118		10-FEB-14	FRANCHISE TAX BOARD 1	SACRAMENTO	10.00	14-FEB-14	10.00	Reconciled
346119		10-FEB-14	FRANCHISE TAX BOARD 1	SACRAMENTO	10.00	14-FEB-14	10.00	Reconciled
346120		10-FEB-14	FRANCHISE TAX BOARD 1	SACRAMENTO	10.00	14-FEB-14	10.00	Reconciled
346121		10-FEB-14	ATTORNEY GENERAL'S REGISTRY OF CHARITABLE TRUSTS	SACRAMENTO	150.00	25-FEB-14	150.00	Reconciled
346122		10-FEB-14	FRANCHISE TAX BOARD 1	SACRAMENTO	10.00	14-FEB-14	10.00	Reconciled
346123		10-FEB-14	FRANCHISE TAX BOARD 1	SACRAMENTO	10.00	14-FEB-14	10.00	Reconciled
346124		10-FEB-14	FRANCHISE TAX BOARD 1	SACRAMENTO	800.00	13-FEB-14	800.00	Reconciled

346125	10-FEB-14	FEDEX	PAY	294.38	14-FEB-14	294.38	Reconciled
346126	10-FEB-14	FRANCHISE TAX BOARD	SACRAMENTO 1	6,000.00	13-FEB-14	6,000.00	Reconciled
346127	13-FEB-14	AAF INTERNATIONAL		1,478.79	18-FEB-14	1,478.79	Reconciled
346128	13-FEB-14	ADS LLC		1,991.00	18-FEB-14	1,991.00	Reconciled
346129	13-FEB-14	AIRGAS-WEST, INC.		130.49	18-FEB-14	130.49	Reconciled
346130	13-FEB-14	ALL AMERICAN SEWER TOOLS		508.56	14-FEB-14	508.56	Reconciled
346131	13-FEB-14	ALLIANCE AG SERVICES, LLC		1,600.00	18-FEB-14	1,600.00	Reconciled
346132	13-FEB-14	ALPHA TRAFFIC SERVICES, INC.		470.00	18-FEB-14	470.00	Reconciled
346133	13-FEB-14	AMERICAN MESSAGING SERVICES LLC		292.76	19-FEB-14	292.76	Reconciled
346134	13-FEB-14	ANTHONY SUFFREDINI		1,600.00	18-FEB-14	1,600.00	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 8  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346135		13-FEB-14	APPLIED TECHNOLOGY GROUP INC		10.00	18-FEB-14	10.00	Reconciled
346136		13-FEB-14	AQUA-METRIC SALES COMPANY		25,780.38	24-FEB-14	25,780.38	Reconciled
346137		13-FEB-14	ARCADIS U.S., INC.		49,455.63	24-FEB-14	49,455.63	Reconciled
346138		13-FEB-14	AST CORPORATION		3,695.36	19-FEB-14	3,695.36	Reconciled
346139		13-FEB-14	AT&T		121.50	20-FEB-14	121.50	Reconciled
346140		13-FEB-14	AT&T		1,835.51	20-FEB-14	1,835.51	Reconciled
346141		13-FEB-14	AUTOZONE PARTS, INC.		247.69	18-FEB-14	247.69	Reconciled
346142		13-FEB-14	B & K ELECTRIC WHOLESALE		5.50	19-FEB-14	5.50	Reconciled
346143		13-FEB-14	BATTERIES PLUS AND BATTERIES PLUS BULBS		791.21			Negotiable
346144		13-FEB-14	BAVCO BACKFLOW APPARATUS & VALVE COMPANY		728.00	18-FEB-14	728.00	Reconciled
346145		13-FEB-14	BERMAN, MARA		101.38	14-FEB-14	101.38	Reconciled
346146		13-FEB-14	BILL'S SWEEPING SERVICE INC		580.00	18-FEB-14	580.00	Reconciled
346147		13-FEB-14	BIOMAGIC INC		1,934.28	14-FEB-14	1,934.28	Reconciled
346148		13-FEB-14	BLACK & VEATCH CORPORATION		474,522.96	21-FEB-14	474,522.96	Reconciled
346149		13-FEB-14	BOTTOM LINE UTILITY SOLUTIONS, INC.		31,578.23	19-FEB-14	31,578.23	Reconciled
346150		13-FEB-14	BOYD & ASSOCIATES		375.00	19-FEB-14	375.00	Reconciled
346151		13-FEB-14	BURNS, BRET		562.13			Negotiable
346152		13-FEB-14	C WELLS PIPELINE MATERIALS INC		4,491.72	18-FEB-14	4,491.72	Reconciled
346153		13-FEB-14	CALIFORNIA BARRICADE INC		2,120.00	18-FEB-14	2,120.00	Reconciled
346154		13-FEB-14	CALIFORNIA CHAMBER OF COMMERCE		414.06	20-FEB-14	414.06	Reconciled
346155		13-FEB-14	CALIFORNIA DEPT OF PUBLIC HEALTH		27,669.60	21-FEB-14	27,669.60	Reconciled
346156		13-FEB-14	CAMERON WELDING SUPPLY		3,630.96	14-FEB-14	3,630.96	Reconciled
346157		13-FEB-14	CANON FINANCIAL SERVICES, INC		8,422.12	24-FEB-14	8,422.12	Reconciled
346158		13-FEB-14	CANON SOLUTIONS AMERICA, INC.		118.68	18-FEB-14	118.68	Reconciled
346159		13-FEB-14	CARL WARREN & CO		3,373.93	18-FEB-14	3,373.93	Reconciled
346160		13-FEB-14	CASTENHOLZ, NANCY		144.54	18-FEB-14	144.54	Reconciled
346161		13-FEB-14	CHHUN, KHANARY		29.28	18-FEB-14	29.28	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 9  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346162		13-FEB-14	CITY OF TUSTIN		840.00			Negotiable
346163		13-FEB-14	CIVILSOURCE, INC.		35,185.00	24-FEB-14	35,185.00	Reconciled
346164		13-FEB-14	CLEAN ENERGY		919.46	18-FEB-14	919.46	Reconciled
346165		13-FEB-14	COMMERCIAL CLEANING SYSTEMS		11,128.99	20-FEB-14	11,128.99	Reconciled
346166		13-FEB-14	ONEYBEARE INC		11,761.51	20-FEB-14	11,761.51	Reconciled
346167		13-FEB-14	COUNTY OF ORANGE		3,052.50	19-FEB-14	3,052.50	Reconciled
346168		13-FEB-14	CR & R INCORPORATED		12.30	19-FEB-14	12.30	Reconciled
346169		13-FEB-14	DCSE INC		5,540.00	19-FEB-14	5,540.00	Reconciled
346170		13-FEB-14	DDB ENGINEERING, INC.		28,871.40	19-FEB-14	28,871.40	Reconciled

346171	13-FEB-14	DEE JASPAR & ASSOCIATES, INC.	627.00	21-FEB-14	627.00	Reconciled
346172	13-FEB-14	DELPHIN COMPUTER SUPPLY	479.52	18-FEB-14	479.52	Reconciled
346173	13-FEB-14	DETECTION INSTRUMENTS CORP	1,708.57	18-FEB-14	1,708.57	Reconciled
346174	13-FEB-14	DOUGLAS ENVIRONMENTAL GROUP INC	2,850.00	14-FEB-14	2,850.00	Reconciled
346175	13-FEB-14	EI&C ENGINEERING INC	12,210.00	24-FEB-14	12,210.00	Reconciled
346176	13-FEB-14	EMEDCO	115.34	19-FEB-14	115.34	Reconciled
346177	13-FEB-14	EMPLOYMENT DEVELOPMENT DEPARTMENT	4,578.78	18-FEB-14	4,578.78	Reconciled
346178	13-FEB-14	ENVIRONMENTAL RESOURCE CENTER INC	5,385.00	25-FEB-14	5,385.00	Reconciled
346179	13-FEB-14	ENVIRONMENTAL SCIENCE ASSOCIATES	20,493.39	25-FEB-14	20,493.39	Reconciled
346180	13-FEB-14	EXECUTIVE LIGHTING & ELECTRIC	910.15	14-FEB-14	910.15	Reconciled
346181	13-FEB-14	EXPRESSAIR	402.50			Negotiable
346182	13-FEB-14	FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC.	9,250.00	21-FEB-14	9,250.00	Reconciled
346183	13-FEB-14	FARRELL & ASSOCIATES	553.96	18-FEB-14	553.96	Reconciled
346184	13-FEB-14	FASTENAL COMPANY	1,278.78	19-FEB-14	1,278.78	Reconciled
346185	13-FEB-14	FEDEX	2,035.47	18-FEB-14	2,035.47	Reconciled
346186	13-FEB-14	FEDEX	609.61	18-FEB-14	609.61	Reconciled
346187	13-FEB-14	FERGUSON ENTERPRISES, INC.	2,667.60	18-FEB-14	2,667.60	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 10  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346188		13-FEB-14	FIRST CHOICE SERVICES		1,093.51	19-FEB-14	1,093.51	Reconciled
346189		13-FEB-14	FISHER SCIENTIFIC COMPANY LLC		4,362.94	18-FEB-14	4,362.94	Reconciled
346190		13-FEB-14	FLORES-MEZA, ANTHONY		34.21	18-FEB-14	34.21	Reconciled
346191		13-FEB-14	FRANK LA PLACA EXTERMINATING INC		175.00			Negotiable
346192		13-FEB-14	GEOSYNTEC CONSULTANTS INC		856.50	20-FEB-14	856.50	Reconciled
346193		13-FEB-14	GJ AUTOMOTIVE EQUIPMENT CO INC		102.91	14-FEB-14	102.91	Reconciled
346194		13-FEB-14	GMU GEOTECHNICAL INC		410.00	18-FEB-14	410.00	Reconciled
346195		13-FEB-14	GOLDEN STATE LABOR COMPLIANCE LLC		2,280.00			Negotiable
346196		13-FEB-14	GRAINGER		101.95	19-FEB-14	101.95	Reconciled
346197		13-FEB-14	GRAYBAR ELECTRIC COMPANY		3,054.23	18-FEB-14	3,054.23	Reconciled
346198		13-FEB-14	HACH COMPANY		2,964.37	18-FEB-14	2,964.37	Reconciled
346199		13-FEB-14	HARMSWORTH ASSOCIATES		8,885.00	20-FEB-14	8,885.00	Reconciled
346200		13-FEB-14	HARPER & ASSOCIATES ENGINEERING INC		2,385.00			Negotiable
346201		13-FEB-14	HARWOOD CONSTRUCTION INC.		15,448.00	20-FEB-14	15,448.00	Reconciled
346202		13-FEB-14	HILL BROTHERS CHEMICAL COMPANY		12,418.58	20-FEB-14	12,418.58	Reconciled
346203		13-FEB-14	HOCKTIAM, TAY		22.82	19-FEB-14	22.82	Reconciled
346204		13-FEB-14	HOME DEPOT USA INC		529.90	18-FEB-14	529.90	Reconciled
346205		13-FEB-14	HOME DEPOT USA INC		31.49	18-FEB-14	31.49	Reconciled
346206		13-FEB-14	IDENTICARD SYSTEMS WORLDWIDE INC		86.98	19-FEB-14	86.98	Reconciled
346207		13-FEB-14	IRVINE PIPE & SUPPLY INC		670.58	14-FEB-14	670.58	Reconciled
346208		13-FEB-14	JKE SKYPARK, LLC		255.64	20-FEB-14	255.64	Reconciled
346209		13-FEB-14	JOHN G. ALEVIZOS D.O. INC.		285.00	18-FEB-14	285.00	Reconciled
346210		13-FEB-14	KB HOMES		58.39	21-FEB-14	58.39	Reconciled
346211		13-FEB-14	KDG INVESTMENTS INC		23.75			Negotiable
346212		13-FEB-14	KONECRANES INC		1,807.00	18-FEB-14	1,807.00	Reconciled
346213		13-FEB-14	KUNZIK & SARA CONST INC		786.54	18-FEB-14	786.54	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 11  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346214		13-FEB-14	LCS TECHNOLOGIES, INC.		15,937.50	20-FEB-14	15,937.50	Reconciled
346215		13-FEB-14	LENOVO UNITED STATES INC		3,932.76	18-FEB-14	3,932.76	Reconciled
346216		13-FEB-14	LIN, JOHNNY		189.89	14-FEB-14	189.89	Reconciled
346217		13-FEB-14	LU'S LIGHTHOUSE, INC.		909.37	18-FEB-14	909.37	Reconciled
346218		13-FEB-14	LUBRICATION ENGINEERS, INC.		4,061.54	19-FEB-14	4,061.54	Reconciled
346219		13-FEB-14	MARKET-THINK LLC		3,900.00	18-FEB-14	3,900.00	Reconciled
346220		13-FEB-14	MAYLACK, ROBERT		2,842.28			Voided
346221		13-FEB-14	MBF CONSULTING, INC.		4,080.00	18-FEB-14	4,080.00	Reconciled
346222		13-FEB-14	MC MASTER CARR SUPPLY CO		938.02	18-FEB-14	938.02	Reconciled
346223		13-FEB-14	MCCLAIN'S FURNITURE INC		472.50	25-FEB-14	472.50	Reconciled
346224		13-FEB-14	MCR TECHNOLOGIES INC		2,987.28	19-FEB-14	2,987.28	Reconciled
346225		13-FEB-14	MEDINA, RICARDO		26.74	25-FEB-14	26.74	Reconciled
346226		13-FEB-14	MEL UNDERWOOD WATER TRUCKS & EQUIPMENT		780.00	18-FEB-14	780.00	Reconciled
346227		13-FEB-14	MOBILE MODULAR MANAGEMENT CORPORATION		972.00	19-FEB-14	972.00	Reconciled
346228		13-FEB-14	MSC INDUSTRIAL SUPPLY CO		732.33	21-FEB-14	732.33	Reconciled
346229		13-FEB-14	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		18,660.00	19-FEB-14	18,660.00	Reconciled
346230		13-FEB-14	MUTUAL PROPANE		18.00	18-FEB-14	18.00	Reconciled
346231		13-FEB-14	NATURES IMAGE INC		2,827.76	18-FEB-14	2,827.76	Reconciled
346232		13-FEB-14	NEWPORT BAY CONSERVANCY		25.00			Negotiable
346233		13-FEB-14	NWRI		2,500.00	14-FEB-14	2,500.00	Reconciled
346234		13-FEB-14	OLIN CORPORATION		19,981.45	21-FEB-14	19,981.45	Reconciled
346235		13-FEB-14	ON ASSIGNMENT LAB SUPPORT		1,408.18	18-FEB-14	1,408.18	Reconciled
346236		13-FEB-14	ORANGE COUNTY AUTO PARTS CO		282.35	14-FEB-14	282.35	Reconciled
346237		13-FEB-14	ORANGE COUNTY BUSINESS COUNCIL		1,500.00	20-FEB-14	1,500.00	Reconciled
346238		13-FEB-14	ORANGE COUNTY TREASURER		244.00	18-FEB-14	244.00	Reconciled

IRWD Ledger  
 BANK: Bank of America N.A. Branch : Los Angeles  
 Bank Account Currency: USD ( US Dollar )  
 Payment Type: All  
 Payment Register For 01-FEB-14 To 28-FEB-14  
 Account: Checking AP and PR  
 Payment Currency: USD ( US Dollar )  
 Report Date: 03-MAR-2014 15:32  
 Page: 12  
 Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346239		13-FEB-14	ORANGE COUNTY WATER DISTRICT		5,421.08	19-FEB-14	5,421.08	Reconciled
346240		13-FEB-14	OUTSOURCE TECHNICAL LLC		22,420.00	19-FEB-14	22,420.00	Reconciled
346241		13-FEB-14	PACIFIC COAST BOLT CORP		308.54	18-FEB-14	308.54	Reconciled
346242		13-FEB-14	PACIFIC RESOURCE RECOVERY		1,274.80	18-FEB-14	1,274.80	Reconciled
346243		13-FEB-14	PAPER DEPOT DOCUMENT		708.00	14-FEB-14	708.00	Reconciled
346244		13-FEB-14	DESTRUCTION LLC PARADA PAINTING INC		22,619.64			Negotiable
346245		13-FEB-14	PARKHOUSE TIRE INC		5,187.24	21-FEB-14	5,187.24	Reconciled
346246		13-FEB-14	PARKWAY LAWNMOWER SHOP		157.58	18-FEB-14	157.58	Reconciled
346247		13-FEB-14	PASCAL & LUDWIG CONSTRUCTORS		5,189.00	20-FEB-14	5,189.00	Reconciled
346248		13-FEB-14	PAUL E BRADLEY INC		3,870.00	21-FEB-14	3,870.00	Reconciled
346249		13-FEB-14	PINE ENVIRONMENTAL SERVICES LLC		6,785.10	24-FEB-14	6,785.10	Reconciled
346250		13-FEB-14	PIVOT INTERIORS INC		1,753.49	18-FEB-14	1,753.49	Reconciled
346251		13-FEB-14	PONTON INDUSTRIES INC		1,689.12	21-FEB-14	1,689.12	Reconciled
346252		13-FEB-14	PRINCIPAL LIFE INSURANCE		26,476.36	24-FEB-14	26,476.36	Reconciled
346253		13-FEB-14	PRO GROWERS INC		421.20	20-FEB-14	421.20	Reconciled
346254		13-FEB-14	PTI SAND & GRAVEL INC		502.50	19-FEB-14	502.50	Reconciled
346255		13-FEB-14	PUREWALL, HARJOT		23.15			Negotiable
346256		13-FEB-14	QAIR CALIFORNIA		497.83	18-FEB-14	497.83	Reconciled
346257		13-FEB-14	RAM AIR ENGINEERING INC		5,669.79	21-FEB-14	5,669.79	Reconciled

346258	13-FEB-14	REACH EMPLOYEE ASSISTANCE INC		876.40				Negotiable
346259	13-FEB-14	RED HAWK FIRE & SECURITY (CA) LLC		20,344.00	20-FEB-14	20,344.00		Reconciled
346260	13-FEB-14	RED WING SHOES		200.00	18-FEB-14	200.00		Reconciled
346261	13-FEB-14	REED, JAMES D		1,987.69				Negotiable
346262	13-FEB-14	RICHARD C SLADE & ASSOCIATES LLC		1,408.00	19-FEB-14	1,408.00		Reconciled
346263	13-FEB-14	RINCON TRUCK CENTER INC.		21.59	14-FEB-14	21.59		Reconciled
346264	13-FEB-14	RINGCLEAR LLC		75.60				Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 13  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346265		13-FEB-14	SANTA ANA BLUE PRINT		94.55	14-FEB-14	94.55	Reconciled
346266		13-FEB-14	SANTA MARGARITA FORD		532.44	18-FEB-14	532.44	Reconciled
346267		13-FEB-14	SANTIAGO AQUEDUCT COMMISSION		16,281.24	20-FEB-14	16,281.24	Reconciled
346268		13-FEB-14	SHAMROCK SUPPLY CO INC		985.12	14-FEB-14	985.12	Reconciled
346269		13-FEB-14	SHIU, YING-MEI		42.46	20-FEB-14	42.46	Reconciled
346270		13-FEB-14	SINCLAIR, BOB		77.22	20-FEB-14	77.22	Reconciled
346271		13-FEB-14	SOLANA APARTMENTS		151.22	21-FEB-14	151.22	Reconciled
346272		13-FEB-14	SOUTH COAST WATER CO.		40.00	18-FEB-14	40.00	Reconciled
346273		13-FEB-14	SOUTHERN CALIFORNIA EDISON COMPANY		30,408.41	14-FEB-14	30,408.41	Reconciled
346274		13-FEB-14	SS MECHANICAL CORPORATION		113,258.92	19-FEB-14	113,258.92	Reconciled
346275		13-FEB-14	SS MECHANICAL CORPORATION		5,960.99	25-FEB-14	5,960.99	Reconciled
346276		13-FEB-14	STANTEC CONSULTING SERVICES INC.		3,718.10	18-FEB-14	3,718.10	Reconciled
346277		13-FEB-14	STATE BOARD OF EQUALIZATION		8,252.00	24-FEB-14	8,252.00	Reconciled
346278		13-FEB-14	STATE WATER RESOURCES CONTROL BOARD		563.00	19-FEB-14	563.00	Reconciled
346279		13-FEB-14	STEVEN ENTERPRISES INC		303.49	14-FEB-14	303.49	Reconciled
346280		13-FEB-14	SUN, YINING		60.46	21-FEB-14	60.46	Reconciled
346281		13-FEB-14	SUNNYHILLS RESTORATION		5,891.36	20-FEB-14	5,891.36	Reconciled
346282		13-FEB-14	SUPERMEDIA LLC		72.75	25-FEB-14	72.75	Reconciled
346283		13-FEB-14	TEKDRAULICS		47,477.88	19-FEB-14	47,477.88	Reconciled
346284		13-FEB-14	TESTAMERICA LABORATORIES, INC		1,706.25	18-FEB-14	1,706.25	Reconciled
346285		13-FEB-14	TETRA TECH, INC		14,661.00	21-FEB-14	14,661.00	Reconciled
346286		13-FEB-14	THE GAS COMPANY		5,061.47	25-FEB-14	5,061.47	Reconciled
346287		13-FEB-14	THE GITTELMAN GROUP		7,808.48	21-FEB-14	7,808.48	Reconciled
346288		13-FEB-14	THE NEW HOME COMPANY		710.69			Negotiable
346289		13-FEB-14	THOMAS HARDER & CO		825.00	24-FEB-14	825.00	Reconciled
346290		13-FEB-14	THOMPSON INDUSTRIAL SUPPLY		5,297.22	19-FEB-14	5,297.22	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 14  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346291		13-FEB-14	TRANSWORLD SYSTEMS INC		9,500.00	18-FEB-14	9,500.00	Reconciled
346292		13-FEB-14	TROPICAL PLAZA NURSERY INC		3,092.92	14-FEB-14	3,092.92	Reconciled
346293		13-FEB-14	TRUCPARCO		759.87	19-FEB-14	759.87	Reconciled
346294		13-FEB-14	TRUGREEN LANDCARE LLC		1,781.33	18-FEB-14	1,781.33	Reconciled
346295		13-FEB-14	TWIN TOWERS TRADING		61.21	18-FEB-14	61.21	Reconciled
346296		13-FEB-14	UNITED PARCEL SERVICE INC		76.27	18-FEB-14	76.27	Reconciled
346297		13-FEB-14	UNITED PARCEL SERVICE INC		80.15	18-FEB-14	80.15	Reconciled
346298		13-FEB-14	UNITED SITE SERVICES OF CALIFORNIA INC		458.67	18-FEB-14	458.67	Reconciled
346299		13-FEB-14	UNITED STATES POST		24,580.00	25-FEB-14	24,580.00	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
346300		13-FEB-14	OFFICE UNITED STATES POSTAL SERVICE		95.81	21-FEB-14	95.81	Reconciled
346301		13-FEB-14	UNIVAR USA INC		15,066.93	20-FEB-14	15,066.93	Reconciled
346302		13-FEB-14	US BANK NAT'L ASSOC N.DAKOTA		1,800.00	18-FEB-14	1,800.00	Reconciled
346303		13-FEB-14	US PEROXIDE LLC		10,225.91	24-FEB-14	10,225.91	Reconciled
346304		13-FEB-14	VULCAN MATERIALS COMPANY		1,360.52	18-FEB-14	1,360.52	Reconciled
346305		13-FEB-14	VWR INTERNATIONAL, LLC		329.14	18-FEB-14	329.14	Reconciled
346306		13-FEB-14	WALTERS WHOLESALE ELECTRIC		642.45	19-FEB-14	642.45	Reconciled
346307		13-FEB-14	WASTE MANAGEMENT OF ORANGE COUNTY		1,778.79	18-FEB-14	1,778.79	Reconciled
346308		13-FEB-14	WATERSMART SOFTWARE INC		7,500.00	21-FEB-14	7,500.00	Reconciled
346309		13-FEB-14	WECK LABORATORIES INC		210.00	14-FEB-14	210.00	Reconciled
346310		13-FEB-14	WESTERN EXTERMINATOR COMPANY		8,101.00			Negotiable
346311		13-FEB-14	WESTIN ENGINEERING, INC		33,175.00	21-FEB-14	33,175.00	Reconciled
346312		13-FEB-14	WIRELESS WATCHDOGS, LLC		920.00			Negotiable
346313		13-FEB-14	YLZ INVESTMENTS LLC		25.51	18-FEB-14	25.51	Reconciled
346314		13-FEB-14	Hansen, Casey		310.00	14-FEB-14	310.00	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 15  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346315		13-FEB-14	Hjorth, Charles O (Charles)		230.00			Negotiable
346316		13-FEB-14	Akiyoshi, Eric S (Eric)		35.00	13-FEB-14	35.00	Reconciled
346317		13-FEB-14	Sosa, Ives (Ives)		80.00	21-FEB-14	80.00	Reconciled
346318		13-FEB-14	Silva, Jose A (Jose)		230.00	21-FEB-14	230.00	Reconciled
346319		13-FEB-14	Bonkowski, Leslie A (Leslie)		114.56	14-FEB-14	114.56	Reconciled
346320		13-FEB-14	Cortez, Malcolm A (Malcolm)		70.56			Negotiable
346321		13-FEB-14	Swan, Peer		1,547.57	18-FEB-14	1,547.57	Reconciled
346322		13-FEB-14	Reynoso, Pio (Pio)		235.00	14-FEB-14	235.00	Reconciled
346323		13-FEB-14	Gallegos, Richard (Richard)		92.00	19-FEB-14	92.00	Reconciled
346324		13-FEB-14	Van Deusen, Scott A (Scott)		275.00	14-FEB-14	275.00	Reconciled
346325		13-FEB-14	LaMar, Steven E		458.28	18-FEB-14	458.28	Reconciled
346326		13-FEB-14	Fournier, Tanja L (Tanja)		600.00	19-FEB-14	600.00	Reconciled
346327		13-FEB-14	Bonkowski, Thomas J (Thomas)		27.44	14-FEB-14	27.44	Reconciled
346328		13-FEB-14	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	PAY	54.91			Negotiable
346329		18-FEB-14	BIOMAGIC INC	PAY	12,568.12	19-FEB-14	12,568.12	Reconciled
346330		18-FEB-14	CALPERS	PAY	938.40	24-FEB-14	938.40	Reconciled
346331		18-FEB-14	CALPERS	PAY	15,400.80	21-FEB-14	15,400.80	Reconciled
346332		20-FEB-14	CITY OF IRVINE	PAY	276.36			Negotiable
346333		20-FEB-14	Bill, Cody (Cody)		80.00			Negotiable
346334		20-FEB-14	Ronin, Gretchen C (Gretchen)		65.20	21-FEB-14	65.20	Reconciled
346335		20-FEB-14	Sosa, Ives (Ives)		156.59	21-FEB-14	156.59	Reconciled
346336		20-FEB-14	Dowling, James K		41.00			Negotiable
346337		20-FEB-14	Malloy, Steven L (Steven)		529.00	21-FEB-14	529.00	Reconciled
346338		20-FEB-14	Norman, Tammy		103.59			Negotiable
346339		20-FEB-14	A & Y ASPHALT CONTRACTORS INC		98,705.45	24-FEB-14	98,705.45	Reconciled
346340		20-FEB-14	ADVANCED ELECTRONICS INC		1,328.52	25-FEB-14	1,328.52	Reconciled
346341		20-FEB-14	AFLAC		7,734.98			Negotiable
346342		20-FEB-14	ALL AMERICAN SEWER TOOLS		2,169.91	24-FEB-14	2,169.91	Reconciled
346343		20-FEB-14	ALLIANCE RESOURCE CONSULTING LLC		5,667.15			Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 16  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
346344		20-FEB-14	ALPHA TRAFFIC SERVICES, INC.		1,005.00	24-FEB-14	1,005.00	Reconciled
346345		20-FEB-14	APPLIED TECHNOLOGY GROUP INC		4,665.36	25-FEB-14	4,665.36	Reconciled
346346		20-FEB-14	ARIZONA INSTRUMENT LLC		766.63	24-FEB-14	766.63	Reconciled
346347		20-FEB-14	AT&T		3,662.69			Negotiable
346348		20-FEB-14	AT&T		2,014.33	25-FEB-14	2,014.33	Reconciled
346349		20-FEB-14	AUTOZONE PARTS, INC.		62.29	24-FEB-14	62.29	Reconciled
346350		20-FEB-14	AVISTA TECHNOLOGIES, INC		10,079.71			Negotiable
346351		20-FEB-14	BATTERIES PLUS AND BATTERIES PLUS BULBS		17.24			Negotiable
346352		20-FEB-14	BDC SPECIAL WASTE		357.35	25-FEB-14	357.35	Reconciled
346353		20-FEB-14	BOWIE, ARNESON, WILES & GIANNONE		19,478.33			Negotiable
346354		20-FEB-14	BRUCE NEWELL		1,316.00	25-FEB-14	1,316.00	Reconciled
346355		20-FEB-14	CALIFORNIA BARRICADE INC		12,104.57			Negotiable
346356		20-FEB-14	CDW GOVERNMENT LLC		729.86			Negotiable
346357		20-FEB-14	CITY OF IRVINE		493.53	24-FEB-14	493.53	Reconciled
346358		20-FEB-14	CITY OF ORANGE		230.00	25-FEB-14	230.00	Reconciled
346359		20-FEB-14	CITY OF TUSTIN		550.22	21-FEB-14	550.22	Reconciled
346360		20-FEB-14	CLEAN ENERGY		1,328.24			Negotiable
346361		20-FEB-14	CLEARINGHOUSE		528.45	24-FEB-14	528.45	Reconciled
346362		20-FEB-14	COLONIAL LIFE & ACCIDENT INSURANCE CO.		2,406.84	24-FEB-14	2,406.84	Reconciled
346363		20-FEB-14	CONDITION MONITORING SERVICES INC		5,060.50			Negotiable
346364		20-FEB-14	CREDENTIAL CHECK CORPORATION		75.12	24-FEB-14	75.12	Reconciled
346365		20-FEB-14	DALEY & HEFT LLP		6,391.96			Negotiable
346366		20-FEB-14	DELTA SYSTEMS ENGINEERING INC		24,707.30			Negotiable
346367		20-FEB-14	DISCOVERY SCIENCE CENTER		3,727.38			Negotiable
346368		20-FEB-14	DUDLEY RIDGE WATER DISTRICT		6,437.64			Voided
346369		20-FEB-14	EATON CORP		300.00	24-FEB-14	300.00	Reconciled
346370		20-FEB-14	ENDRESS AND HAUSER INC		5,786.72			Negotiable
346371		20-FEB-14	EVANS-HYDRO INC		950.00			Negotiable

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

Payment Register For 01-FEB-14 To 28-FEB-14  
 Account: Checking AP and PR  
 Payment Currency: USD ( US Dollar )  
 Display Supplier Address: No

Report Date: 03-MAR-2014 15:32  
 Page: 17

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346372		20-FEB-14	FARRELL & ASSOCIATES		86.20	21-FEB-14	86.20	Reconciled
346373		20-FEB-14	FERGUSON ENTERPRISES, INC.		3,494.88	24-FEB-14	3,494.88	Reconciled
346374		20-FEB-14	FIRE EXTINGUISHING SAFETY & SERVICE		563.27	24-FEB-14	563.27	Reconciled
346375		20-FEB-14	FIRST CHOICE SERVICES		337.55	25-FEB-14	337.55	Reconciled
346376		20-FEB-14	FISHER SCIENTIFIC COMPANY LLC		7,314.85			Negotiable
346377		20-FEB-14	FLUID CONSERVATION SYSTEMS INC		187.00			Negotiable
346378		20-FEB-14	FRANCHISE TAX BOARD		797.88	25-FEB-14	797.88	Reconciled
346379		20-FEB-14	GALLADE CHEMICAL INC		313.20			Negotiable
346380		20-FEB-14	HARMSWORTH ASSOCIATES		890.00			Negotiable
346381		20-FEB-14	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY		137.58			Negotiable
346382		20-FEB-14	HILL BROTHERS CHEMICAL COMPANY		3,299.30	24-FEB-14	3,299.30	Reconciled
346383		20-FEB-14	HOME DEPOT USA INC		631.32	25-FEB-14	631.32	Reconciled
346384		20-FEB-14	IDENTICARD SYSTEMS WORLDWIDE INC		503.75			Negotiable
346385		20-FEB-14	INDUSTRIAL METAL SUPPLY CO		523.21	25-FEB-14	523.21	Reconciled
346386		20-FEB-14	INTERNAL REVENUE SERVICE		100.00			Negotiable
346387		20-FEB-14	IRVINE COMMUNITY DEVELOPMENT COMPANY LLC		50,024.78			Negotiable
346388		20-FEB-14	IRVINE PIPE & SUPPLY INC		4,020.10			Negotiable
346389		20-FEB-14	IRWD EMPLOYEE		690.00			Negotiable

346390	20-FEB-14	ASSOCIATION IRWD-PETTY CASH CUSTODIAN	883.06	20-FEB-14	883.06	Reconciled
346391	20-FEB-14	KELLY SERVICES INC	2,639.92	24-FEB-14	2,639.92	Reconciled
346392	20-FEB-14	KONECRANES INC	4,673.13	24-FEB-14	4,673.13	Reconciled
346393	20-FEB-14	LGC GEOTECHNICAL, INC.	917.50	21-FEB-14	917.50	Reconciled
346394	20-FEB-14	LILLESTRAND LEADERSHIP CONSULTING, INC.	560.67			Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 18  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346395		20-FEB-14	MALCOLM PIRNIE INC		4,538.60			Negotiable
346396		20-FEB-14	MC MASTER CARR SUPPLY CO		1,642.84	24-FEB-14	1,642.84	Reconciled
346397		20-FEB-14	MSC INDUSTRIAL SUPPLY CO		96.80			Negotiable
346398		20-FEB-14	NATIONAL READY MIXED CONCRETE CO		2,625.60	24-FEB-14	2,625.60	Reconciled
346399		20-FEB-14	NURSERY PRODUCTS LLC		20,098.50			Negotiable
346400		20-FEB-14	OLIN CORPORATION		2,882.02			Negotiable
346401		20-FEB-14	ON ASSIGNMENT LAB SUPPORT		2,365.12	24-FEB-14	2,365.12	Reconciled
346402		20-FEB-14	ONESOURCE DISTRIBUTORS LLC		2,001.81	24-FEB-14	2,001.81	Reconciled
346403		20-FEB-14	ORANGE COUNTY SHERIFF'S OFFICE		351.12	25-FEB-14	351.12	Reconciled
346404		20-FEB-14	ORANGE COUNTY TREASURER		235.00	24-FEB-14	235.00	Reconciled
346405		20-FEB-14	PACIFIC GAS AND ELECTRIC COMPANY		24.94	25-FEB-14	24.94	Reconciled
346406		20-FEB-14	PALOMAR MOUNTAIN PREMIUM SPRING WATER		5,567.50			Negotiable
346407		20-FEB-14	PERS LONG TERM CARE		738.95	25-FEB-14	738.95	Reconciled
346408		20-FEB-14	PINNACLE TOWERS LLC		615.79			Negotiable
346409		20-FEB-14	PONTON INDUSTRIES INC		1,593.65			Negotiable
346410		20-FEB-14	PRAXAIR DISTRIBUTION INC		365.17	25-FEB-14	365.17	Reconciled
346411		20-FEB-14	PRE-PAID LEGAL SERVICES INC		1,436.46			Negotiable
346412		20-FEB-14	FSB INTEGRATED MARKETING		3,107.50	21-FEB-14	3,107.50	Reconciled
346413		20-FEB-14	RAM AIR ENGINEERING INC		606.09			Negotiable
346414		20-FEB-14	RBF CONSULTING		2,874.83	24-FEB-14	2,874.83	Reconciled
346415		20-FEB-14	RINCON TRUCK CENTER INC.		3.10	21-FEB-14	3.10	Reconciled
346416		20-FEB-14	RINGCLEAR LLC		87.96			Negotiable
346417		20-FEB-14	SANTA ANA BLUE PRINT		135.75	24-FEB-14	135.75	Reconciled
346418		20-FEB-14	SANTA MARGARITA WATER DISTRICT		9,511.94			Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 19  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346419		20-FEB-14	SECURTEC DISTRICT PATROL INC		2,200.00			Negotiable
346420		20-FEB-14	SEPARATION PROCESSES INC		6,004.15			Negotiable
346421		20-FEB-14	SHAMROCK SUPPLY CO INC		379.10	21-FEB-14	379.10	Reconciled
346422		20-FEB-14	SOUTH COAST WATER CO.		151.68	25-FEB-14	151.68	Reconciled
346423		20-FEB-14	SOUTH COAST WATER DISTRICT		2,582.50	24-FEB-14	2,582.50	Reconciled
346424		20-FEB-14	SOUTHERN CALIFORNIA EDISON COMPANY		234,955.87	24-FEB-14	234,955.87	Reconciled
346425		20-FEB-14	SPARKLETTS		336.68			Negotiable
346426		20-FEB-14	STANTEC CONSULTING SERVICES INC.		1,091.50	24-FEB-14	1,091.50	Reconciled
346427		20-FEB-14	TAIT ENVIRONMENTAL SERVICES INC		378.45	21-FEB-14	378.45	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
346428		20-FEB-14	TEKDRAULICS		12,309.78	25-FEB-14	12,309.78	Reconciled
346429		20-FEB-14	TESTAMERICA LABORATORIES, INC		192.15	24-FEB-14	192.15	Reconciled
346430		20-FEB-14	THE FURMAN GROUP		10,000.00			Negotiable
346431		20-FEB-14	THE GAS COMPANY		1,584.69			Negotiable
346432		20-FEB-14	THE GITTELMAN GROUP		7,590.40			Negotiable
346433		20-FEB-14	THE NEW HOME COMPANY		117.93			Negotiable
346434		20-FEB-14	TROPICAL PLAZA NURSERY INC		30,485.00	25-FEB-14	30,485.00	Reconciled
346435		20-FEB-14	TRUCPARCO		2,186.45	25-FEB-14	2,186.45	Reconciled
346436		20-FEB-14	TRUGREEN LANDCARE LLC		27,240.00			Negotiable
346437		20-FEB-14	ULTIMATE DETAILING		219.00	24-FEB-14	219.00	Reconciled
346438		20-FEB-14	ULTRA SCIENTIFIC		239.80	25-FEB-14	239.80	Reconciled
346439		20-FEB-14	UNITED PARCEL SERVICE INC		324.47	24-FEB-14	324.47	Reconciled
346440		20-FEB-14	URS CORPORATION		3,220.00			Negotiable
346441		20-FEB-14	US PEROXIDE LLC		12,249.84			Negotiable
346442		20-FEB-14	VERIZON CALIFORNIA INC		45.72			Negotiable
346443		20-FEB-14	WALTERS WHOLESALE ELECTRIC		559.26			Negotiable
346444		20-FEB-14	WASTE MANAGEMENT OF ORANGE COUNTY		1,309.86	25-FEB-14	1,309.86	Reconciled
346445		20-FEB-14	WATERLINE TECHNOLOGIES INC		2,840.00	21-FEB-14	2,840.00	Reconciled

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 20  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346446		20-FEB-14	WAXIE'S ENTERPRISES, INC		2,073.24	24-FEB-14	2,073.24	Reconciled
346447		20-FEB-14	WESTERN EXTERMINATOR COMPANY		630.00			Negotiable
346448		20-FEB-14	WESTIN ENGINEERING, INC		24,182.50			Negotiable
346449		20-FEB-14	WILDERMUTH ENVIRONMENTAL INC		1,608.75			Negotiable
346450		20-FEB-14	ZEE MEDICAL SERVICE CO		299.98	21-FEB-14	299.98	Reconciled
346451		20-FEB-14	TRAVELERS PROPERTYIRVINE CASUALTY INSURANCE COMPANY		75,000.00			Negotiable
346452		20-FEB-14	MORRISROE, EDWARD	PURCHASE	99.51	25-FEB-14	99.51	Reconciled
346453		20-FEB-14	Reed, James W (James)	HOME	375.00	24-FEB-14	375.00	Reconciled
346454		20-FEB-14	BOWIE, ARNESON, WILES & GIANNONE	PAY	82.00	25-FEB-14	82.00	Reconciled
346455		20-FEB-14	LIEBERT CASSIDY WHITMORE	LOS ANGELES	3,095.00	25-FEB-14	3,095.00	Reconciled
346456		24-FEB-14	DUDLEY RIDGE WATERPAY DISTRICT		7,442.36			Negotiable
346457		24-FEB-14	BRITHINEE ELECTRICPAY		15,179.09			Negotiable
346458		25-FEB-14	YORK INSURANCE SERVICES GROUP INC - CA	PAY	7,936.25			Negotiable
346459		27-FEB-14	METROPOLITAN WATERLOS DISTRICT OF SOUTHERN CALIFORNIA	ANGELES	2,400.00			Negotiable
346460		27-FEB-14	CALTRANS DISTRICT 12	SACRAMENTO	820.00			Negotiable
346461		27-FEB-14	KASTNER, RONALD AND BARBARA	PURCHASE	842.27			Negotiable
346462		27-FEB-14	CRUZ, JOHN	PURCHASE	137.31			Negotiable
346463		27-FEB-14	SOUTHERN CALIFORNIA EDISON COMPANY	SANTA ANA	5,510.39			Negotiable
346464		27-FEB-14	Murphy, Alexander J (Alexander)		645.00			Negotiable
346465		27-FEB-14	Bystrom, Brian V (Brian)		230.00			Negotiable
346466		27-FEB-14	David Perez		220.00			Negotiable
346467		27-FEB-14	Corral, Edward Jr (Ed)		190.00			Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 21  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

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

346468	27-FEB-14	Duarte, Elizabeth (Elizabeth)	15.08	Negotiable
346469	27-FEB-14	Hamer, James B (James)	179.00	Negotiable
346470	27-FEB-14	La, Jason (Jason)	15.08	Negotiable
346471	27-FEB-14	Ramos, Martha A (Marta)	255.93	Negotiable
346472	27-FEB-14	Daniel, Matthew (Matthew)	125.00	Negotiable
346473	27-FEB-14	Bergen, Melinda J (Mindy)	15.08	Negotiable
346474	27-FEB-14	Drzymkowski, Michele A (Michele)	15.08	Negotiable
346475	27-FEB-14	Torres, Richard P (Richard)	230.00	Negotiable
346476	27-FEB-14	Perez, Rodolfo (Rudy)	36.40	Negotiable
346477	27-FEB-14	Rudy Ocampo	180.00	Negotiable
346478	27-FEB-14	Koenig, Timothy (Tim)	314.00	Negotiable
346479	27-FEB-14	SOUTH COAST AIR LOS QUALITY MANAGEMENTANGELES DISTRICT	122.45	Negotiable
346480	27-FEB-14	A&A WIPING CLOTH CO	648.00	Negotiable
346481	27-FEB-14	ADVANCED CALIBRATION DESIGNS INC	625.00	Negotiable
346482	27-FEB-14	ALEGRE, REY	23.81	Negotiable
346483	27-FEB-14	ALL AMERICAN SEWER TOOLS	912.36	Negotiable
346484	27-FEB-14	ANDERSONPENNA PARTNERS, INC	17,290.00	Negotiable
346485	27-FEB-14	ASSOCIATION OF CALIFORNIA CITIES	5,000.00	Negotiable
346486	27-FEB-14	AT&T	4,817.95	Negotiable
346487	27-FEB-14	AT&T	48.18	Negotiable
346488	27-FEB-14	AT&T	50.27	Negotiable
346489	27-FEB-14	ATHENS SERVICES	378.14	Negotiable
346490	27-FEB-14	BABLES, CHRISTINE	7.06	Negotiable
346491	27-FEB-14	BILL'S SWEEPING SERVICE INC	460.00	Negotiable
346492	27-FEB-14	BIOMAGIC INC	1,069.36	Negotiable
346493	27-FEB-14	BLACK & VEATCH CORPORATION	29,998.75	Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch: Los Angeles Account: Checking AP and PR Page: 22  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346494		27-FEB-14	BLR INC		1,195.00			Negotiable
346495		27-FEB-14	BORCHARD SURVEYING & MAPPING, INC.		637.50			Negotiable
346496		27-FEB-14	BUENROSTRO, LISA		82.49			Negotiable
346497		27-FEB-14	BURLINGTON SAFETY LABORATORY OF CALIFORNIA INC		778.22			Negotiable
346498		27-FEB-14	C WELLS PIPELINE MATERIALS INC		12,294.72			Negotiable
346499		27-FEB-14	CALIFORNIA BARRICADE INC		8,085.96			Negotiable
346500		27-FEB-14	CALIFORNIA MUNICIPAL STATISTICS INC		1,200.00			Negotiable
346501		27-FEB-14	CARL WARREN & CO		189.70			Negotiable
346502		27-FEB-14	CHAMBERS, ED		261.35			Negotiable
346503		27-FEB-14	CHEN, CHENG-FONG		31.23			Negotiable
346504		27-FEB-14	CHIANG, BENJAMIN		13.19			Negotiable
346505		27-FEB-14	CHO DESIGN ASSOCIATES, INC		3,850.00			Negotiable
346506		27-FEB-14	CITY OF IRVINE		162.00			Negotiable
346507		27-FEB-14	CITY OF NEWPORT BEACH		1,243.19			Negotiable
346508		27-FEB-14	CITY OF TUSTIN		210.00			Negotiable
346509		27-FEB-14	COMMERCE ENERGY INC		4,743.77			Negotiable
346510		27-FEB-14	COMMERCIAL CLEANING SYSTEMS		497.84			Negotiable
346511		27-FEB-14	CONYBEARE INC		14,236.07			Negotiable
346512		27-FEB-14	CORTECH ENGINEERING, INC		39,551.40			Negotiable
346513		27-FEB-14	COX COMMUNICATIONS		3,331.63			Negotiable
346514		27-FEB-14	D & H WATER SYSTEMS INC.		7,242.80			Negotiable
346515		27-FEB-14	DATA CLEAN CORPORATION		513.25			Negotiable
346516		27-FEB-14	DELL MARKETING LP		11,529.71			Negotiable

346517	27-FEB-14	DIRECTV INC	105.98	Negotiable
346518	27-FEB-14	DORADO ENTERPRISES	637.15	Negotiable
346519	27-FEB-14	DOUGLAS ENVIRONMENTAL GROUP INC	1,150.00	Negotiable
346520	27-FEB-14	EAGLE PRINT DYNAMICS	1,670.94	Negotiable
346521	27-FEB-14	EISEL ENTERPRISES INC	13,649.85	Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 23  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346522		27-FEB-14	EMPLOYEE BENEFIT SPECIALIST, INC		695.00			Negotiable
346523		27-FEB-14	ENVIRONMENTAL EXPRESS INC		481.89			Negotiable
346524		27-FEB-14	FEDEX		300.92			Negotiable
346525		27-FEB-14	FERGUSON ENTERPRISES, INC.		1,019.97			Negotiable
346526		27-FEB-14	FISERV		11,735.32			Negotiable
346527		27-FEB-14	FISHER SCIENTIFIC COMPANY LLC		2,186.43			Negotiable
346528		27-FEB-14	FIVE POINT PARTNERS LLC		90,127.58			Negotiable
346529		27-FEB-14	FLEET SOLUTIONS LLC		4,416.05			Negotiable
346530		27-FEB-14	FLUID COMPONENTS INTERNATIONAL L.L.C.		3,712.81			Negotiable
346531		27-FEB-14	FLUID CONSERVATION SYSTEMS INC		1,758.00			Negotiable
346532		27-FEB-14	GANAHL LUMBER CO.		2,683.78			Negotiable
346533		27-FEB-14	GARZA INDUSTRIES, INC		1,381.97			Negotiable
346534		27-FEB-14	GCI CONSTRUCTION, INC.		7,300.00			Negotiable
346535		27-FEB-14	GEMS SENSORS, INC.		3,457.30			Negotiable
346536		27-FEB-14	GO RENTALS		1,723.05			Negotiable
346537		27-FEB-14	GRAINGER		6,799.52			Negotiable
346538		27-FEB-14	HAAKER EQUIPMENT COMPANY		1,804.17			Negotiable
346539		27-FEB-14	HARBOR ALL GLASS & MIRROR INC.		799.80			Negotiable
346540		27-FEB-14	HARMSWORTH ASSOCIATES		765.00			Negotiable
346541		27-FEB-14	HDR ENGINEERING INC		221,828.60			Negotiable
346542		27-FEB-14	HILL BROTHERS CHEMICAL COMPANY		19,527.23			Negotiable
346543		27-FEB-14	HILTI INC.		133.00			Negotiable
346544		27-FEB-14	HOSE SOLUTIONS INC.		2,974.43			Negotiable
346545		27-FEB-14	II FUELS INC		27,135.32			Negotiable
346546		27-FEB-14	INDUSTRIAL METAL SUPPLY CO		27.81			Negotiable
346547		27-FEB-14	INTERIOR OFFICE SOLUTIONS, INC.		790.52			Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 24  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346548		27-FEB-14	IRON MOUNTAIN INFORMATION MANAGEMENT INC		1,763.90			Negotiable
346549		27-FEB-14	IRVINE COMMUNITY DEVELOPMENT COMPANY LLC		787,445.80			Negotiable
346550		27-FEB-14	IRVINE PIPE & SUPPLY INC		63.99			Negotiable
346551		27-FEB-14	JCI JONES CHEMICALS INC		2,254.98			Negotiable
346552		27-FEB-14	JOHN CRANE, INC.		1,354.13			Negotiable
346553		27-FEB-14	LA HABRA FENCE COMPANY INC		1,862.00			Negotiable
346554		27-FEB-14	LABELLE-MARVIN INC		2,826.25			Negotiable
346555		27-FEB-14	LAKE FOREST COMM ASSN		2,099.51			Negotiable
346556		27-FEB-14	LEE, JACK		88.44			Negotiable
346557		27-FEB-14	LEIGHTON CONSULTING, INC.		6,293.00			Negotiable

346558	27-FEB-14	LEWIS OPERATING CORP	1,200.00	Negotiable
346559	27-FEB-14	LI, LINGYAN	42.11	Negotiable
346560	27-FEB-14	LUBRICATION ENGINEERS, INC.	1,446.39	Negotiable
346561	27-FEB-14	LUONG, BRIAN	271.00	Negotiable
346562	27-FEB-14	MARVIN GARDENS LLC	2,593.70	Negotiable
346563	27-FEB-14	MBC APPLIED ENVIRONMENTAL SCIENCES	1,250.00	Negotiable
346564	27-FEB-14	MC MASTER CARR SUPPLY CO	875.04	Negotiable
346565	27-FEB-14	MCKOWN WEINSTEIN MARCY	492.57	Negotiable
346566	27-FEB-14	MISCOWATER	9,002.88	Negotiable
346567	27-FEB-14	MOBILE MODULAR MANAGEMENT CORPORATION	972.00	Negotiable
346568	27-FEB-14	MSC INDUSTRIAL SUPPLY CO	93.60	Negotiable
346569	27-FEB-14	MYERS & SONS HI-WAY SAFETY, INC.	435.24	Negotiable
346570	27-FEB-14	NAICS ASSOCIATION, LLC	500.00	Negotiable
346571	27-FEB-14	NATIONAL READY MIXED CONCRETE CO	1,098.40	Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 25  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346572		27-FEB-14	NATIONAL READY MIXED CONCRETE CO		934.20			Negotiable
346573		27-FEB-14	NEWPORT WINDOW MAINTENANCE INC		2,314.00			Negotiable
346574		27-FEB-14	NMG GEOTECHNICAL INC		140,835.70			Negotiable
346575		27-FEB-14	OLIN CORPORATION		14,144.72			Negotiable
346576		27-FEB-14	ON ASSIGNMENT LAB SUPPORT		1,190.34			Negotiable
346577		27-FEB-14	ONESOURCE DISTRIBUTORS LLC		5,347.37			Negotiable
346578		27-FEB-14	ORANGE COUNTY TREASURER		306.00			Negotiable
346579		27-FEB-14	OUTSOURCE TECHNICAL LLC		12,994.00			Negotiable
346580		27-FEB-14	PARKWAY LAWNMOWER SHOP		72.38			Negotiable
346581		27-FEB-14	PAUL E BRADLEY INC		3,465.00			Negotiable
346582		27-FEB-14	PERKINELMER HEALTH SCIENCES INC		6,012.00			Negotiable
346583		27-FEB-14	PMK ASSOCIATES INC		500.00			Negotiable
346584		27-FEB-14	PROPERTY RESERVE INC		132.27			Negotiable
346585		27-FEB-14	PTI SAND & GRAVEL INC		495.48			Negotiable
346586		27-FEB-14	RAM AIR ENGINEERING INC		2,129.67			Negotiable
346587		27-FEB-14	RED WING SHOES		358.76			Negotiable
346588		27-FEB-14	RED WING SHOES		181.44			Negotiable
346589		27-FEB-14	REFRIGERATION SUPPLIES		295.92			Negotiable
346590		27-FEB-14	REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE		13,236.07			Negotiable
346591		27-FEB-14	RESPONSE ENVELOPE, INC		42.66			Negotiable
346592		27-FEB-14	RICHARD C SLADE & ASSOCIATES LLC		4,451.00			Negotiable
346593		27-FEB-14	SANTA ANA BLUE PRINT		28.93			Negotiable
346594		27-FEB-14	SAVANT CONSTRUCTION INC		796.40			Negotiable
346595		27-FEB-14	SAYLOR, NATHAN		307.96			Negotiable
346596		27-FEB-14	SMITH, KERRY		52.83			Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 26  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346597		27-FEB-14	SOUTH WEST PUMP & DRILLING INC		1,025.00			Negotiable

346598	27-FEB-14	SOUTHERN CALIFORNIA EDISON COMPANY	73,381.43	Negotiable
346599	27-FEB-14	SOUTHERN CALIFORNIA SECURITY CENTER, INC.	450.54	Negotiable
346600	27-FEB-14	SOUTHWEST VALVE & EQUIPMENT	514.04	Negotiable
346601	27-FEB-14	STANTEC CONSULTING SERVICES INC.	22,560.00	Negotiable
346602	27-FEB-14	STEEL UNLIMITED INC	3,351.20	Negotiable
346603	27-FEB-14	SUN-STAR ELECTRIC LP	21,743.00	Negotiable
346604	27-FEB-14	SUNNYHILLS RESTORATION	33,433.77	Negotiable
346605	27-FEB-14	T AND S LARSEN MAINTENANCE	400.00	Negotiable
346606	27-FEB-14	TESTAMERICA LABORATORIES, INC	192.15	Negotiable
346607	27-FEB-14	THE GAS COMPANY	4,765.50	Negotiable
346608	27-FEB-14	THE IRVINE COMPANY LLC	2,257.13	Negotiable
346609	27-FEB-14	THOMPSON INDUSTRIAL SUPPLY	10,594.87	Negotiable
346610	27-FEB-14	TIC-SPECTRUM OFFICE	113.89	Negotiable
346611	27-FEB-14	TRAN, PHUONG	604.49	Negotiable
346612	27-FEB-14	TROPICAL PLAZA NURSERY INC	1,246.51	Negotiable
346613	27-FEB-14	TRUGREEN LANDCARE LLC	18,800.00	Negotiable
346614	27-FEB-14	TYCO INTEGRATED SECURITY, LLC	816.68	Negotiable
346615	27-FEB-14	ULRICH, DEBRA	2,888.27	Negotiable
346616	27-FEB-14	UNION BANK OF CALIFORNIA	594.28	Negotiable
346617	27-FEB-14	UNITED PARCEL SERVICE INC	43.15	Negotiable
346618	27-FEB-14	UNITED SITE SERVICES OF CALIFORNIA INC	139.26	Negotiable
346619	27-FEB-14	URS CORPORATION	1,555.00	Negotiable

IRWD Ledger Payment Register For 01-FEB-14 To 28-FEB-14 Report Date: 03-MAR-2014 15:32  
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 27  
 Bank Account Currency: USD ( US Dollar ) Payment Currency: USD ( US Dollar )  
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
346620		27-FEB-14	US BANK NAT'L ASSOCIATION NORTH DAKOTA		57,320.20			Negotiable
346621		27-FEB-14	USA BLUEBOOK		1,328.21			Negotiable
346622		27-FEB-14	VERIZON CALIFORNIA INC		536.16			Negotiable
346623		27-FEB-14	WALMART		13,983.93			Negotiable
346624		27-FEB-14	WALTERS WHOLESALE ELECTRIC		5,975.67			Negotiable
346625		27-FEB-14	WESTERN EXTERMINATOR COMPANY		452.00			Negotiable
346626		27-FEB-14	WILMINGTON INSTRUMENT COMPANY INC		2,760.20			Negotiable
346627		27-FEB-14	YORKE ENGINEERING LLC		3,168.50			Negotiable
346628		27-FEB-14	CITY OF SANTA ANA	SANTA ANA	79,041.48			Negotiable
346629		27-FEB-14	SOUTH ORANGE COUNTY WASTEWATER AUTHORITY	DANA POINT	65,853.50			Negotiable

Payment Document Subtotal: 5,895,713.00 3,308,158.92

Payment Document : IRWD Wire

10290	04-FEB-14	YORK INSURANCE SERVICES GROUP INC - CA	PAY		6,401.62			Negotiable
10291	07-FEB-14	CALPERS	SACRAMENTO		83,595.89			Negotiable
10292	07-FEB-14	INTERNAL REVENUE SERVICE	FRESNO		149,315.55			Negotiable
10293	07-FEB-14	FRANCHISE TAX BOARD	SACRAMENTO		41,352.50			Negotiable
10294	07-FEB-14	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO		10,883.75			Negotiable
10295	07-FEB-14	ORDONEZ, CYNTHIA	DESERT HOT		500.17			Negotiable

		SERVICES GROUP INC				
		- CA				
10328	26-FEB-14	FILANC-BALFOUR	WEST	5,202,377.64		Negotiable
		BEATTY JV	COVINA			
10329	27-FEB-14	CITIGROUP GLOBAL	NEW YORK	1,989,924.55		Negotiable
		MARKETS INC.				
10330	27-FEB-14	BANK OF NEW YORK	NEWARK	7,026,450.00		Negotiable
		MELLON TRUST				
		COMPANY NA				

Payment Document Subtotal: -----  
 16,446,982.30 -----

Bank Account Subtotal : =====  
 22,342,695.30 =====  
 3,308,158.92 =====

Report Count : 714                      Report Total:    22,342,695.30                      3,308,158.92

IRWD Ledger    Payment Register For    01-FEB-14 To    28-FEB-14                      Report Date: 03-MAR-2014 15:32  
 BANK:    Branch :    Account:    Page:    30  
           Bank Account Currency: ( )    Payment Currency: ( )  
           Payment Type: All    Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
-----	-----	-----	-----	-----	-----	-----	-----	-----

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

## Exhibit "E"

### IRWD Gov Code 53065.5 Disclosure Report

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

01-FEB-14 to 28-FEB-14

NAME	CHECK	CHECK DATE	TRANSACTION	ITEM DESCRIPTION	EXPENSE JUSTIFICATION
Bonkowski, Leslie A	346319	13-Feb-14	\$ 114.56	Other(Misc)	Shadetree meeting supplies
Bystrom, Brian V	346465	27-Feb-14	\$ 148.00	Membership/Certification	CWEA Membership Renewal
Corral, Ed	346467	27-Feb-14	\$ 120.00	Membership/Certification	CA Dept of Public Health Grade III
Fournier, Tanja	346326	13-Feb-14	\$ 600.00	Membership/Certification	NAGDCA Membership renewal
Hansen, Casey	346314	13-Feb-14	\$ 140.00	Other(Misc)	CA Water Board Wastewater Exam
Hansen, Casey	346314	13-Feb-14	\$ 170.00	Membership/Certification	Wastewater Treatment Grade I Certificate Fee
Hjorth, Charles	346315	13-Feb-14	\$ 148.00	Membership/Certification	CWEA Local Membership Renewal
Koenig, Tim	346478	27-Feb-14	\$ 105.00	Membership/Certification	CA Dept of Public Health Operator IV Certificate Renewal Fee
Koenig, Tim	346478	27-Feb-14	\$ 130.00	Membership/Certification	CA Dept of Public Health WD Operator IV Exam Fee
LaMar, Steve	346325	13-Feb-14	\$ 247.51	Lodging	Rm & Tax Hyatt Regency, attending ACWA meeting
Malloy, Steve	346337	20-Feb-14	\$ 280.00	Membership/Certification	ASCE membership
Malloy, Steve	346337	20-Feb-14	\$ 249.00	Membership/Certification	Memberships- WEF
Martin, Colton	345968	6-Feb-14	\$ 225.00	Membership/Certification	CWEA collection Systems Grade I Certificate Renewal
Murphy, Alexander	346464	27-Feb-14	\$ 645.00	Other(Misc)	IRWD Spring 2014 Basketball League
Perez, David	346466	27-Feb-14	\$ 100.00	Membership/Certification	CA Dept of Public Health Grade III Distribution Test Fee
Perez, David	346466	27-Feb-14	\$ 120.00	Membership/Certification	CA Dept of Public Health Grade III Certificate Fee
Perez, Martin	345973	6-Feb-14	\$ 148.00	Membership/Certification	CWEA membership renewal
Ramos, Martha	346471	27-Feb-14	\$ 245.85	Other(Misc)	Service Awards meeting supplies
Reed, James W	346453	20-Feb-14	\$ 375.00	Membership/Certification	Backflow Certificate - Santiago Canyon College
Reynoso, Pio	346322	13-Feb-14	\$ 148.00	Membership/Certification	CWEA membership renewal
Rudy Ocampo	346477	27-Feb-14	\$ 120.00	Membership/Certification	CA Dept of Public Health Water Treatment Grade II Exam Fee
Silva, Jose	346318	13-Feb-14	\$ 148.00	Membership/Certification	CWEA membership Renewal
Smyth, Jeff	345972	6-Feb-14	\$ 221.55	Other(Misc)	City of Irvine Building Permit Fee - HQ Skylight Repl.
Sosa, Ives	346335	20-Feb-14	\$ 156.59	Other(Misc)	Safety shoes reimbursement
Soto, Frank	345969	6-Feb-14	\$ 200.00	Other(Misc)	Safety shoes reimbursement
Swan, Peer	346321	13-Feb-14	\$ 228.60	Lodging	Rm & Tax, attending CASA Winter Conference
Swan, Peer	346321	13-Feb-14	\$ 228.60	Lodging	Rm & Tax, attending CASA Winter Conference
Swan, Peer	346321	13-Feb-14	\$ 129.92	Other(Misc)	Mileage to/from Indian Wells, attending CASA Conf.
Swan, Peer	346321	13-Feb-14	\$ 430.00	Airfare	Roundtrip, attending ACWA Board in Sacramento, CA
Swan, Peer	346321	13-Feb-14	\$ 125.50	Lodging	Rm & Tax, attending ACWA Board in Sacramento, CA
Torres, Richard	346475	27-Feb-14	\$ 148.00	Membership/Certification	CWEA membership renewal
Van Deusen, Scott	346324	13-Feb-14	\$ 148.00	Membership/Certification	CWEA membership Renewal
<b>Total</b>			<b>\$ 6,743.68</b>		



March 24, 2014  
Prepared by: Tanja Fournier  
Submitted by: Robert Jacobson/Cheryl Clary  
Approved by: Paul Cook 

CONSENT CALENDAR

BOND AUTHORIZATION ELECTIONS – ID’s 185/285

SUMMARY:

On December 9, 2013, the Board approved Resolutions calling for bond elections in Improvement Districts Nos. 185 and 285 as part of the process for the authorization and issuance of general obligation bonds to finance water and sewer facilities in the area known as the Opportunity Study Area of Lake Forest.

The elections were held on March 4, 2014 and bond authorizations were approved with landowners voting 376 to 0 in favor of authorizing future GO debt to fund capital improvements for ID Nos. 185 and 285. Attached are Resolutions certifying the election results for ID Nos. 185 and 285, and a copy of the Certification of the Registrar of Voters.

FISCAL IMPACTS:

The election results for ID Nos. 185 and 285 provide authorization to the District to issue general obligation bonds in the amount of \$13,500,000 for ID No. 185, and \$21,300,000 for ID No. 285, to fund implementation of the approved Plans of Works.

ENVIRONMENTAL COMPLIANCE:

Similar to the formation of Improvement Districts and adoption of plans of works, calling and holding of the special bond elections within the Improvement Districts are steps in the process of authorizing general obligation bonds, and as such, constitute the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and therefore is not a project for purposes of CEQA (Guidelines Section 15378(b)(4)).

COMMITTEE STATUS

Since this item is considered ministerial in nature, it was not reviewed by any committee.

RECOMMENDED MOTION:

THAT THE BOARD ADOPT THE FOLLOWING TWO RESOLUTIONS BY TITLE:

RESOLUTION NO. 2014- \_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRVINE RANCH WATER DISTRICT DECLARING RESULT OF CANVASS OF ELECTION RETURNS FOR BOND ELECTION, IMPROVEMENT DISTRICT NO. 185

RESOLUTION NO. 2014- \_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRVINE RANCH WATER DISTRICT DECLARING RESULT OF CANVASS OF ELECTION RETURNS FOR BOND ELECTION, IMPROVEMENT DISTRICT NO. 285

LIST OF EXHIBITS:

Exhibit "A" – Resolution Declaring Result of Canvass of Election Returns in ID No. 185

Exhibit "B" – Resolution Declaring Result of Canvass of Election Returns in ID No. 285

Exhibit "C" – Certification of Registrar of Voters as to the Results of the Canvass of the Election Returns

Exhibit "A"

RESOLUTION NO. 2014-\_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE IRVINE RANCH WATER DISTRICT DECLARING  
RESULT OF CANVASS OF ELECTION RETURNS FOR  
BOND ELECTION, IMPROVEMENT DISTRICT NO. 185

WHEREAS, on March 4, 2014, the Irvine Ranch Water District ("IRWD") conducted a special bond election in Improvement District No. 185 of IRWD, for the purpose of submitting to the voters of the Improvement District the following proposition:

**BOND PROPOSITION:** Shall the Irvine Ranch Water District incur an indebtedness and issue general obligation bonds for Improvement District No. 185 thereof in the amount of \$13,500,000 at a maximum interest rate of twelve percent (12%) per annum, to acquire and construct works and facilities for the acquisition, collection, storage, distribution and treatment of water and water rights, including dams, reservoirs, storage tanks, treatment facilities, pipes, pumping equipment, urban runoff diversion and treatment systems, and all necessary equipment and property therefor, reconstruction, replacements and additions to said facilities, acquiring funds to fulfill contractual commitments to carry out the powers and purposes of the District contained in contracts, including contracts with other agencies, all in accordance with the Plan of Works for Improvement District No. 185?

; and

WHEREAS, the Registrar of Voters of the County of Orange has delivered to the Secretary of IRWD the Certificate of Registrar of Voters to Result of the Canvass of the Election Returns, relating to the special bond election; and

WHEREAS, the total votes cast for and against the proposition and the total ballots cast at the election, as set forth in said Certificate of the Registrar of Voters are as follows:

YES:	376
NO:	0
TOTAL BALLOTS CAST:	3

NOW, THEREFORE, the Board of Directors of the Irvine Ranch Water District DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

Section 1. The votes of more than two-thirds (2/3) of all voters voting upon the bond proposition for Improvement District No. 185 were cast in favor of the adoption of the proposition, and the proposition is hereby declared to be carried.

Section 2. The Board of Directors of IRWD is authorized to issue general obligation bonds for Improvement District No. 185 for the purpose stated in the proposition and as provided by law.

ADOPTED, SIGNED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

APPROVED AS TO FORM:

BOWIE, ARNESON,  
WILES & GIANNONE  
Legal Counsel - IRWD

By  \_\_\_\_\_

00174738/ 030614

## Exhibit "B"

### RESOLUTION NO. 2014-\_\_\_\_\_

#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRVINE RANCH WATER DISTRICT DECLARING RESULT OF CANVASS OF ELECTION RETURNS FOR BOND ELECTION, IMPROVEMENT DISTRICT NO. 285

WHEREAS, on March 4, 2014, the Irvine Ranch Water District ("IRWD") conducted a special bond election in Improvement District No. 285 of IRWD, for the purpose of submitting to the voters of the Improvement District the following proposition:

**BOND PROPOSITION:** Shall the Irvine Ranch Water District incur an indebtedness and issue general obligation bonds for Improvement District No. 285 thereof in the amount of \$21,300,000 at a maximum interest rate of twelve percent (12%) per annum, to acquire and construct works and facilities for the collection, treatment and disposal of sewage and the storage and distribution of reclaimed water, including dams, reservoirs, storage tanks, treatment facilities, pipes, pumping equipment and all necessary equipment and property therefor, reconstruction, replacements and additions to said facilities, acquiring funds to fulfill contractual commitments to carry out the powers and purposes of the District contained in contracts, including contracts with other agencies, all in accordance with the Plan of Works for Improvement District No. 285?

; and

WHEREAS, the Registrar of Voters of the County of Orange has delivered to the Secretary of IRWD the Certificate of Registrar of Voters to Result of the Canvass of the Election Returns, relating to the special bond election; and

WHEREAS, the total votes cast for and against the proposition and the total ballots cast at the election, as set forth in said Certificate of the Registrar of Voters are as follows:

YES:	376
NO:	0
TOTAL BALLOTS CAST:	3

NOW, THEREFORE, the Board of Directors of the Irvine Ranch Water District DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

Section 1. The votes of more than two-thirds (2/3) of all voters voting upon the bond proposition for Improvement District No. 285 were cast in favor of the adoption of the proposition, and the proposition is hereby declared to be carried.

Section 2. The Board of Directors of IRWD is authorized to issue general obligation bonds for Improvement District No. 285 for the purpose stated in the proposition and as provided by law.

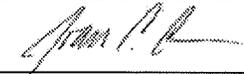
ADOPTED, SIGNED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

APPROVED AS TO FORM:

BOWIE, ARNESON,  
WILES & GIANNONE  
Legal Counsel - IRWD

By  \_\_\_\_\_

00174673/ 030614

Exhibit "C"



NEAL KELLEY  
Registrar of Voters

Mailing Address:  
P.O. Box 11298  
Santa Ana, California 92711

**REGISTRAR OF VOTERS**  
1300 South Grand Avenue, Bldg. C  
Santa Ana, California 92705  
(714) 567-7600  
TDD (714) 567-7608  
FAX (714) 567-7627  
[www.ocvote.com](http://www.ocvote.com)

**ORIGINAL**

March 5, 2014

Ms. Tanja Fournier  
Assistant Treasurer  
Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618

Dear Tanja:

Enclosed is a copy of the certification for the Special Bond Election for Improvement District Nos. 185 and 285 held on March 4, 2014.

If you need any further information, please feel free to contact me at (714) 567-7606.

Sincerely,

A handwritten signature in cursive script that reads "Kay Cotton".

Kay Cotton  
Candidate and Voter Services Manager

:kc

Enclosure

Cc: Joan C. Arneson



# **TALLY SHEET**

SPECIAL BOND ELECTION  
HELD ON  
TUESDAY, MARCH 4, 2014

IN THE  
COUNTY OF ORANGE

IMPROVEMENT DISTRICT NOS. 185 AND 285  
IRVINE RANCH WATER DISTRICT

ORANGE COUNTY, CALIFORNIA

**NUMBER OF VOTES CAST FOR AND AGAINST  
IMPROVEMENT DISTRICT NOS. 185 AND 285  
IRVINE RANCH WATER DISTRICT  
MARCH 4, 2014**

BOND MEASURE	YES	NO
185	87	
	250	
	39	
TOTAL	376	

BOND MEASURE	YES	NO
285	39	
	87	
	250	
TOTAL	376	

# RESULTS OF VOTES CAST

## IMPROVEMENT DISTRICT NOS. 185 AND 285 OF THE IRVINE RANCH WATER DISTRICT SPECIAL BOND ELECTION MARCH 4, 2014 IN THE COUNTY OF ORANGE

The board shall sign and post in a conspicuous location on the outside of the polling place, a copy of the results of votes cast. The copy shall remain posted for at least 48 hours from the official time fixed for the closing of the polls. It shall be a misdemeanor for any person to remove or deface such posted copy of the result, or to delay delivery of or change the copy to be delivered to the Registrar of Votes. (Elections Code § 18570)

### VOTES RECEIVED

185 --	YES	<u>376</u>
	NO	<u>0</u>
285 --	YES	<u>376</u>
	NO	<u>0</u>

### PRECINCT BOARD

Inspector: Ken Cotton

Clerk: Maica Gilman

Clerk: [Signature]

Clerk: Deek D. Neal

Registrar of Voters  
County of Orange



OS  
March 24, 2014  
Prepared by: C. Spangenberg/R. Mori  
Submitted by: K. Burton (K.B.)  
Approved by: Paul Cook / 

CONSENT CALENDAR

DYER ROAD WELLFIELD WELL NO. 2 REHABILITATION  
FINAL ACCEPTANCE

SUMMARY:

Construction of the Dyer Road Wellfield Well No. 2 Rehabilitation Project is complete. The Contractor, Best Drilling and Pump, Inc., has completed the required rehabilitation work and all punch list items. The project has received final inspection and acceptance of construction is recommended.

BACKGROUND:

Best Pump and Drilling, Inc. rehabilitated Well No. 2. Staff recommends that the Board accept the construction of Dyer Road Wellfield Well No. 2 Rehabilitation.

Project Title:	Dyer Road Wellfield Well No. 2 Rehabilitation
Project No.:	11693 (4326)
Design Engineer:	Richard C. Slade and Associates, LLC
Construction Management by:	IRWD Staff
Contractor:	Best Drilling and Pump, Inc.
Original Contract Cost:	\$249,595
Final Contract Cost:	\$236,055
Original Contract Days:	120
Final Contract Days:	162
Total Budget:	\$937,200
Total Project Cost (Est.):	\$350,000

FISCAL IMPACTS:

Project 11693 (4326) is included in the FY 2013-14 Capital Budget. The existing budget and Expenditure Authorization are sufficient to complete the project. The remaining budget will be

used to fund the construction of the DRWF Well No. 5 Rehabilitation project that was awarded by the Board in February 2014.

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.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ACCEPT CONSTRUCTION OF THE DYER ROAD WELLFIELD WELL NO. 2 REHABILITATION, PROJECT 11693 (4326); AUTHORIZE THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION; AND AUTHORIZE THE RELEASE OF RETENTION 35 DAYS AFTER FILING OF THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

None.

06  
March 24, 2014 *ELH*  
Prepared by: E. Akiyoshi/M. Hoolihan  
Submitted by: K. Burton *KLB*  
Approved by: Paul Cook *PC*

CONSENT CALENDAR

FISCAL YEAR 2013-14 ENGINEERING PLANNING RESERVES  
EXPENDITURE AUTHORIZATIONS

SUMMARY:

The three Engineering Planning Reserve projects (Potable, Recycled, and Sewer) are used for staff time and consultant expenses related to initial planning studies, water supply assessment analysis, interagency capital project coordination, capital related agreement negotiations, and other planning analysis not yet associated with specific capital projects. Staff recommends that the Board approve Expenditure Authorizations in the amounts of \$99,000, \$85,800, and \$88,000 for the Potable, Sewer, and Recycled Engineering Planning Reserve projects, respectively

BACKGROUND:

Staff continues to do work associated with the Engineering Planning Reserve projects. Examples of this work include:

- Studying the Irvine Lake Pipeline conversion (north of Rattlesnake Reservoir)
- Analyzing the impacts of changing development phasing (e.g. Planning Area 40 and the Great Park Neighborhoods) on existing and future IRWD capital facilities
- Providing assistance in negotiating interagency agreements (e.g. El Toro Road Sewer Lift Station agreement with Trabuco Canyon Water District and Santa Margarita Water District)

The table below summarizes the status of these projects through February 2014.

<u>Project</u>	<u>Approved Budget</u>	<u>Approved EA</u>	<u>Expended</u>
11055	\$198,000	\$99,000	\$89,600
21055	\$171,600	\$85,800	\$37,400
31055	\$176,000	\$88,000	\$44,600

Staff requests approval of Expenditure Authorizations to cover additional expenditures through the end of the current fiscal year.

FISCAL IMPACTS:

The Fiscal Year 2013-14 Engineering Planning Reserve Projects are included in the FY 2013-14 Capital Budget. Staff requests approval of Expenditure Authorizations as shown in the following table and in Exhibit "A".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11055 (1780)	\$198,000	\$-0-	\$198,000	\$99,000	\$99,000	\$198,000
21055 (1350)	\$171,600	\$-0-	\$171,600	\$85,800	\$85,800	\$171,600
31055 (1575)	\$176,000	\$-0-	\$176,000	\$88,000	\$88,000	\$176,000

**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 15262 which provides exemption for planning studies.

**COMMITTEE STATUS:**

This item was reviewed by the Engineering and Operations Committee on March 18, 2014.

**RECOMMENDATION:**

THAT THE BOARD APPROVE EXPENDITURE AUTHORIZATIONS IN THE AMOUNTS OF \$99,000, \$85,800, AND \$88,000 FOR THE FISCAL YEAR 2013-14 ENGINEERING PLANNING RESERVES, PROJECTS 11055 (1780), 21055 (1350), 31055 (1575), RESPECTIVELY.

**LIST OF EXHIBITS:**

Exhibit "A" – Expenditure Authorizations

# IRVINE RANCH WATER DISTRICT

# EXHIBIT "A"

## Expenditure Authorization

**Project Name:** ENG PLANNING STUDY RESERVE 13/14  
**EPMS Project No:** 11055 **EA No:** 2  
**Oracle Project No:** 1780  
**Project Manager:** HOOLIHAN, MICHAEL  
**Project Engineer:** AKIYOSHI, ERIC  
**Request Date:** March 5, 2014

**ID Split:** Regional DW w/LAWD w/ Enhance (11/08)  
**Improvement District (ID) Allocations**

ID No.	Allocation %	Source of Funds
112	1.0	BONDS YET TO BE SOLD**
113	1.2	BONDS YET TO BE SOLD**
115	1.7	CAPITAL FUND
121	3.5	BONDS YET TO BE SOLD**
130	2.7	BONDS YET TO BE SOLD**
135	4.4	PREVIOUSLY SOLD BONDS
140	.9	BONDS YET TO BE SOLD**
150	7.1	BONDS YET TO BE SOLD**
153	.8	BONDS YET TO BE SOLD**
154	.3	BONDS YET TO BE SOLD**
161	1.8	BONDS YET TO BE SOLD**
182	.7	BONDS YET TO BE SOLD**
184	.6	BONDS YET TO BE SOLD**
186	.2	BONDS YET TO BE SOLD**
188	.2	BONDS YET TO BE SOLD**
199	72.9	CAPITAL FUND ENHANCEMENT**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$99,000
This Request:	\$99,000
<b>Total EA Requests:</b>	<b>\$198,000</b>
Previously Approved Budget:	\$198,000
Budget Adjustment Requested this EA:	\$0
<b>Updated Budget:</b>	<b>\$198,000</b>
<b>Budget Remaining After This EA</b>	<b>\$0</b>

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	40,000	40,000	80,000	0	80,000	80,000	7/13	6/14
ENGINEERING - PLANNING OUTSIDE	50,000	50,000	100,000	0	100,000	100,000	7/13	6/14
Contingency - 10.00% Subtotal	\$9,000	\$9,000	\$18,000	\$0	\$18,000	\$18,000		
<b>Subtotal (Direct Costs)</b>	<b>\$99,000</b>	<b>\$99,000</b>	<b>\$198,000</b>	<b>\$0</b>	<b>\$198,000</b>	<b>\$198,000</b>		
Estimated G/A - 170.00% of direct labor*	\$68,000	\$68,000	\$136,000	\$0	\$136,000	\$136,000		
<b>Total</b>	<b>\$167,000</b>	<b>\$167,000</b>	<b>\$334,000</b>	<b>\$0</b>	<b>\$334,000</b>	<b>\$334,000</b>		
Direct Labor	\$40,000	\$40,000	\$80,000	\$0	\$80,000	\$80,000		

\*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:

*Eric Akiyoshi* 3/6/14

Department Director:

*Kevin J. Burton* 3/7/14

Finance:

*[Signature]* 3/11/14

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 \$341,000 as further described in the attached staff report and additional documents, if any, which are hereby incorporated into this authorization. It is the official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

# IRVINE RANCH WATER DISTRICT

## Expenditure Authorization

Project Name: ENG PLANNING STUDY RESERVE 13/14  
 EPMS Project No: 21055 EA No: 2  
 Oracle Project No: 1350  
 Project Manager: HOOLIHAN, MICHAEL  
 Project Engineer: AKIYOSHI, ERIC  
 Request Date: March 5, 2014

ID Split: Regional Sewer w/LAWD w/ Enhance (11/08)

### Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
211	2.2	CAPITAL FUND
212	.9	BONDS YET TO BE SOLD**
213	1.3	BONDS YET TO BE SOLD**
215	2.1	CAPITAL FUND
221	4.4	BONDS YET TO BE SOLD**
230	2.9	BONDS YET TO BE SOLD**
235	3.8	PREVIOUSLY SOLD BONDS
240	.8	BONDS YET TO BE SOLD**
250	6.8	BONDS YET TO BE SOLD**
253	.3	BONDS YET TO BE SOLD**
261	1.8	BONDS YET TO BE SOLD**
282	.5	BONDS YET TO BE SOLD**
284	.5	BONDS YET TO BE SOLD**
286	.1	BONDS YET TO BE SOLD**
288	.1	BONDS YET TO BE SOLD**
299	71.5	CAPITAL FUND ENHANCEMENT**

Total 100.0%

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$85,800
This Request:	\$85,800
<b>Total EA Requests:</b>	<b>\$171,600</b>
Previously Approved Budget:	\$171,600
Budget Adjustment Requested this EA:	\$0
<b>Updated Budget:</b>	<b>\$171,600</b>
<b>Budget Remaining After This EA</b>	<b>\$0</b>

Comments:

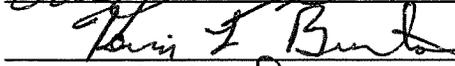
Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	38,000	38,000	76,000	0	76,000	76,000	7/13	6/14
ENGINEERING - PLANNING OUTSIDE	40,000	40,000	80,000	0	80,000	80,000	7/13	6/14
Contingency - 10.00% Subtotal	\$7,800	\$7,800	\$15,600	\$0	\$15,600	\$15,600		
<b>Subtotal (Direct Costs)</b>	<b>\$85,800</b>	<b>\$85,800</b>	<b>\$171,600</b>	<b>\$0</b>	<b>\$171,600</b>	<b>\$171,600</b>		
Estimated G/A - 170.00% of direct labor*	\$64,600	\$64,600	\$129,200	\$0	\$129,200	\$129,200		
<b>Total</b>	<b>\$150,400</b>	<b>\$150,400</b>	<b>\$300,800</b>	<b>\$0</b>	<b>\$300,800</b>	<b>\$300,800</b>		
Direct Labor	\$38,000	\$38,000	\$76,000	\$0	\$76,000	\$76,000		

\*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:

 3-6-14

Department Director:

 3/7/14

Finance:

 3/11/14

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 \$307,000 further described in the attached staff report and additional documents, if any, which are hereby incorporated ficial intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

# IRVINE RANCH WATER DISTRICT

## Expenditure Authorization

Project Name: ENG PLANNING STUDY RESERVE 13/14  
 EPMS Project No: 31055 EA No: 2  
 Oracle Project No: 1575  
 Project Manager: HOOLIHAN, MICHAEL  
 Project Engineer: AKIYOSHI, ERIC  
 Request Date: March 5, 2014

ID Split: Regional RW w/LAWD w/ Enhance (11/08)

### Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
211	.7	CAPITAL FUND
212	4.3	BONDS YET TO BE SOLD**
213	1.6	BONDS YET TO BE SOLD**
215	.2	CAPITAL FUND
221	4.3	BONDS YET TO BE SOLD**
230	3.2	BONDS YET TO BE SOLD**
235	2.6	PREVIOUSLY SOLD BONDS
240	2.5	BONDS YET TO BE SOLD**
250	10.3	BONDS YET TO BE SOLD**
261	3.0	BONDS YET TO BE SOLD**
299	67.3	CAPITAL FUND ENHANCEMENT**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$88,000
This Request:	\$88,000
<b>Total EA Requests:</b>	<b>\$176,000</b>
Previously Approved Budget:	\$176,000
Budget Adjustment Requested this EA:	\$0
<b>Updated Budget:</b>	<b>\$176,000</b>
<b>Budget Remaining After This EA</b>	<b>\$0</b>

Comments:

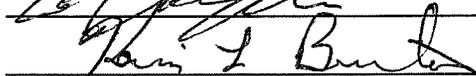
Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	30,000	30,000	60,000	0	60,000	60,000	7/13	6/14
ENGINEERING - PLANNING OUTSIDE	50,000	50,000	100,000	0	100,000	100,000	7/13	6/14
Contingency - 10.00% Subtotal	\$8,000	\$8,000	\$16,000	\$0	\$16,000	\$16,000		
<b>Subtotal (Direct Costs)</b>	<b>\$88,000</b>	<b>\$88,000</b>	<b>\$176,000</b>	<b>\$0</b>	<b>\$176,000</b>	<b>\$176,000</b>		
Estimated G/A - 170.00% of direct labor*	\$51,000	\$51,000	\$102,000	\$0	\$102,000	\$102,000		
<b>Total</b>	<b>\$139,000</b>	<b>\$139,000</b>	<b>\$278,000</b>	<b>\$0</b>	<b>\$278,000</b>	<b>\$278,000</b>		
Direct Labor	\$30,000	\$30,000	\$60,000	\$0	\$60,000	\$60,000		

\*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:

 3-6-14

Department Director:

 3/7/14

Finance:

 3/11/14

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 \$284,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. It is the official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-



DS  
March 24, 2014  
Prepared by: R. Mori  
Submitted by: K. Burton (KB)  
Approved by: Paul Cook / [Signature]

## CONSENT CALENDAR

### WATER OPERATIONS TRANSDYN REPLACEMENT EXPENDITURE AUTHORIZATIONS

#### SUMMARY:

Staff and various consultants have been working on the Water Operations Transdyn Replacement (WOTR) project for the past several years. The project is nearly complete with only project closeout activities remaining. Staff recommends the Board approve Expenditure Authorizations in the amount of \$226,600 for Project 10489 and \$125,400 for Project 30489.

#### BACKGROUND:

The WOTR project is a full-scale implementation of the Wonderware software system as described in the District's Programmable Logic Controller (PLC) and Human Machine Interface (HMI) Standards. The project includes modifications and replacement of PLC hardware, and full integration of standardized control systems.

Work on the WOTR project is essentially complete as all active facilities are now operating on the Wonderware system. Four inactive facilities, including Northwood Zone 2-2A BPS, Newport Coast Zone 1-2 BPS, Newport Coast Zone 2-4 BPS, and Well 72 still need to be deployed to the new system. The PLC programming and HMI development for the inactive facilities are complete with only the field work to cutover the facilities to the new system remaining. Staff will coordinate the completion of these facilities over the next several months.

With the Transdyn system offline permanently, staff is in the process of retrieving the historical SCADA data from the Transdyn server. When the data retrieval process is complete, staff will transmit the data files to Transdyn for conversion to a useable file structure compatible with the Wonderware SCADA historian. Once the converted data files are imported into the historian, the historical data will be fully accessible through the Wonderware system.

Staff and consultants will continue working together to complete project closeout activities including screen revisions, domestic and recycled water summary trend screens, PRV data concentrators, and documentation development. With the recent departure of key automation staff, the closeout work will be completed by staff and consultant support through an existing on-call automation support contract with Westin Engineering.

#### FISCAL IMPACTS:

Projects 10489 (1680) and 30489 (1090) are included in the FY 2013-14 Capital Budget. Staff requests Expenditure Authorizations as shown in the following table and attached as Exhibit "A" to fund previously completed work, ongoing staff time to complete the field cutovers for the remaining inactive facilities, the Transdyn historical data retrieval and conversion process, and consultant support needed to complete the project.

Consent Calendar: Water Operations Transdyn Replacement Expenditure Authorizations

March 24, 2014

Page 2

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
10489	\$2,940,400	\$-0-	\$2,940,400	\$2,627,200	\$ 226,600	\$2,853,800
30489	\$1,479,900	\$-0-	\$1,479,900	\$1,061,500	\$ 125,400	\$1,186,900
<b>TOTAL</b>	<b>\$4,420,300</b>	<b>\$-0-</b>	<b>\$4,420,300</b>	<b>\$3,688,700</b>	<b>\$ 352,000</b>	<b>\$4,040,700</b>

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 15061 (b) (3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on March 18, 2014.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO APPROVE EXPENDITURE AUTHORIZATIONS IN THE AMOUNT OF \$226,600 FOR PROJECT 10489 (1680) AND \$125,400 FOR PROJECT 30489 (1090) FOR THE WATER OPERATIONS TRANSDYN SYSTEM REPLACEMENT.

LIST OF EXHIBITS:

Exhibit "A" – Expenditure Authorizations

**IRVINE RANCH WATER DISTRICT**

**Expenditure Authorization**

Project Name: SCADA WATER SYSTEM REPLACEMENT  
 EPMS Project No: 10489 EA No: 9  
 Oracle Project No: 1680  
 Project Manager: MORI, RICHARD  
 Project Engineer: KLEIN, MICHELLE  
 Request Date: March 10, 2014

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**

Previously Approved EA Requests:	\$2,627,200
This Request:	\$226,600
<b>Total EA Requests:</b>	<b>\$2,853,800</b>
Previously Approved Budget:	\$2,940,400
Budget Adjustment Requested this EA:	\$0
<b>Updated Budget:</b>	<b>\$2,940,400</b>
<b>Budget Remaining After This EA</b>	<b>\$86,600</b>

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	405,000	405,000	0	405,000	405,000	4/04	6/10
ENGINEERING DESIGN - OUTSIDE	0	870,000	870,000	0	870,000	870,000	4/04	6/10
DESIGN STAFF FIELD SUPPORT	0	20,000	20,000	0	20,000	20,000	12/06	6/10
CONSTRUCTION FIELD SUPPORT	0	135,000	135,000	0	135,000	135,000	7/10	6/14
CONSTRUCTION	206,000	948,800	1,154,800	0	1,233,500	1,233,500	7/10	6/14
LEGAL	0	9,500	9,500	0	9,500	9,500	4/04	6/11
Contingency - 10.00% Subtotal	\$20,600	\$238,900	\$259,500	\$0	\$267,400	\$267,400		
<b>Subtotal (Direct Costs)</b>	<b>\$226,600</b>	<b>\$2,627,200</b>	<b>\$2,853,800</b>	<b>\$0</b>	<b>\$2,940,400</b>	<b>\$2,940,400</b>		
Estimated G/A - 170.00% of direct labor*	(\$140,100)	\$1,092,100	\$952,000	\$0	\$952,000	\$952,000		
<b>Total</b>	<b>\$86,500</b>	<b>\$3,719,300</b>	<b>\$3,805,800</b>	<b>\$0</b>	<b>\$3,892,400</b>	<b>\$3,892,400</b>		
Direct Labor	\$0	\$560,000	\$560,000	\$0	\$560,000	\$560,000		

\*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:

*J-m* \_\_\_\_\_ 3/10/14

Department Director:

*RKM* *Karen L. Burton* \_\_\_\_\_ 3/10/14

Finance:

*[Signature]* \_\_\_\_\_ 3/13/14

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 \$ additional documents, if any, which are hereby incorporated into this project is made under Treasury Regulation Section 1.15

# IRVINE RANCH WATER DISTRICT

## Expenditure Authorization

**Project Name:** SCADA WATER SYSTEM REPLACEMENT  
**EPMS Project No:** 30489 **EA No:** 9  
**Oracle Project No:** 1090  
**Project Manager:** MORI, RICHARD  
**Project Engineer:** KLEIN, MICHELLE  
**Request Date:** March 10, 2014

**ID Split:** Miscellaneous

### Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
210	100.0	REPLACEMENT FUND**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

<b>Previously Approved EA Requests:</b>	\$1,061,500
<b>This Request:</b>	\$125,400
<b>Total EA Requests:</b>	\$1,186,900
<b>Previously Approved Budget:</b>	\$1,479,900
<b>Budget Adjustment Requested this EA:</b>	\$0
<b>Updated Budget:</b>	\$1,479,900
<b>Budget Remaining After This EA</b>	\$293,000

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	129,000	129,000	0	129,000	129,000	4/04	6/10
ENGINEERING DESIGN - OUTSIDE	0	403,000	403,000	0	403,000	403,000	4/04	6/10
DESIGN STAFF FIELD SUPPORT	0	15,000	15,000	0	15,000	15,000	12/06	6/10
CONSTRUCTION FIELD SUPPORT	0	45,000	45,000	0	45,000	45,000	7/10	6/14
CONSTRUCTION	114,000	363,000	477,000	0	743,400	743,400	7/10	6/14
LEGAL	0	10,000	10,000	0	10,000	10,000	12/06	6/11
Contingency - 10.00% Subtotal	\$11,400	\$96,500	\$107,900	\$0	\$134,500	\$134,500		
<b>Subtotal (Direct Costs)</b>	\$125,400	\$1,061,500	\$1,186,900	\$0	\$1,479,900	\$1,479,900		
Estimated G/A - 170.00% of direct labor*	(\$47,400)	\$368,700	\$321,300	\$0	\$321,300	\$321,300		
<b>Total</b>	\$78,000	\$1,430,200	\$1,508,200	\$0	\$1,801,200	\$1,801,200		
Direct Labor	\$0	\$189,000	\$189,000	\$0	\$189,000	\$189,000		

\*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:

J-P 3/10/14

Department Director:

RKM Kevin L. Burton 3/10/14

Finance:

Alta 3/13/14

Board/General Manager:

\*\* IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$1,801,200. The above captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference into this authorization. It is the official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.15

05  
March 24, 2014  
Prepared by: K. Lew/M. Cortez  
Submitted by: K. Burton *(K.B.)*  
Approved by: Paul Cook *(P. Cook)*

CONSENT CALENDAR

JOINT COMMUNITY FACILITIES AGREEMENT  
WITH THE CITY OF IRVINE AND HERITAGE FIELDS EL TORO

SUMMARY:

Staff recommends that the Board adopt a resolution approving a Joint Community Facilities Agreement relating to the City of Irvine Community Facilities District No. 2013-3 (Great Park).

BACKGROUND:

Heritage Fields El Toro, LLC (Heritage Fields) is the master developer for the Great Park Neighborhoods. As part of the development, Heritage Fields is required to construct various backbone infrastructure facilities, including facilities that will be owned and maintained by IRWD. To assist Heritage Fields in financing these facilities, the City of Irvine (City) formed the City of Irvine Community Facilities District (CFD) No. 2013-3 (Great Park) pursuant to the Mello-Roos Community Facilities Act of 1982. The Mello-Roos Act requires that the IRWD and the City enter into a Joint Community Facilities Agreement (JCFA), attached as Exhibit "A". The JCFA is an inter-governmental cooperative agreement between IRWD and the City that will allow the City to finance the facilities to be owned and operated by IRWD. Under the JCFA, the City has sole discretion and responsibility for the administration of the CFD. The facilities to be owned and maintained by IRWD will be inspected and accepted in accordance with IRWD's procedures. The proposed JCFA has been reviewed by IRWD's legal counsel.

Staff recommends that the Board adopt a resolution approving a Joint Community Facilities Agreement relating to the City of Irvine Community Facilities District No. 2013-3 (Great Park). The resolution is attached as Exhibit "B".

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Activities such as executing agreements are exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15061 (b) (3). These types of activities are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant direct effect on the environment or reasonably indirect effect on the environment.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on March 18, 2014.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2014 –

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
IRVINE RANCH WATER DISTRICT APPROVING A JOINT  
COMMUNITY FACILITIES AGREEMENT  
RELATING TO CITY OF IRVINE  
COMMUNITY FACILITIES DISTRICT NO. 2013-3  
(GREAT PARK)

LIST OF EXHIBITS:

Exhibit "A" – Joint Community Facilities Agreement  
Exhibit "B" – Resolution

# EXHIBIT "A"

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## JOINT COMMUNITY FACILITIES AGREEMENT

by and among

IRVINE RANCH WATER DISTRICT,

CITY OF IRVINE,

and

HERITAGE FIELDS EL TORO, LLC

relating to

CITY OF IRVINE  
COMMUNITY FACILITIES DISTRICT NO. 2013-3  
(GREAT PARK)

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## JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the “**Agreement**”) is entered into effective as of March 1, 2014, by and among IRVINE RANCH WATER DISTRICT, a California water district (“**IRWD**”), the CITY OF IRVINE (the “**City**”), and HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company (the “**Company**”), and relates to the City of Irvine Community Facilities District No. 2013-3 (Great Park) (the “**CFD**”) for the purpose of financing certain facilities and improvements, including facilities and improvements to be owned and operated by IRWD (“**IRWD Facilities**”) from proceeds of bonds issued by, and special taxes collected within the boundaries of, the CFD.

### RECITALS:

A. The Company is the master developer of the land shown on the boundary map attached hereto in Exhibit “A” hereto (the “**Property**”), and by this reference incorporated herein, which is located in the City of Irvine and which is located within the boundaries of the CFD.

B. The IRWD Facilities are described on Exhibit “B” hereto, and by this reference incorporated herein.

C. Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, consisting of Section 53311 *et seq.* of the California Government Code (the “**Act**”), the City has established the CFD in order to finance certain public facilities and improvements, including the IRWD Facilities.

D. Subsection (a) of Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district only pursuant to a joint community facilities agreement adopted pursuant to said section.

E. Subsection (b) of Section 53316.2 of the Act provides that at any time prior to the adoption of the resolution issuing bonds pursuant to Section 53356 of the Act, the legislative bodies of two or more local agencies may enter into a joint communities facilities agreement pursuant to said section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district if the legislative body of each entity adopts a resolution declaring that the joint agreement would be beneficial to the residents of that entity.

F. On March 26, 2013, the City Council of the City adopted resolutions forming the CFD, designating three improvement areas therein (the improvement areas designated by the City Council upon formation of the CFD, any new improvement area created out of an existing improvement area, and any property annexed to an improvement area shall be referred to herein as an “**Improvement Area**”), and authorizing the financing of various facilities and services, including the IRWD Facilities. The CFD and each Improvement Area therein is authorized to finance, among other things, the IRWD Facilities.

G. In connection with the development of the project, the City and the Company entered into the ARMIA and the Acquisition Agreement which collectively govern the financing of facilities by the CFD.

H. The provision of the IRWD Facilities is necessitated by the development of the Property, and the Parties hereto find and determine that the residents residing within the boundaries of the CFD (including each Improvement Area therein) will be benefited by the IRWD Facilities and that this Agreement is beneficial to the interests of such residents.

I. The City has sole discretion and responsibility for the administration of the CFD.

J. The City is authorized by Sections 53313 and 53313.5 of the Act to assist in the financing of the acquisition and/or construction of the IRWD Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among IRWD, the Company, and the City, pursuant to which the CFD is authorized to finance the acquisition and/or construction of all or a portion of the IRWD Facilities.

#### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, including the Recitals, have the meanings herein specified.

(a) "Acquisition Agreement" means that certain Acquisition Agreement, dated as of March 26, 2013, by and between the City and the Company, as it may be amended from time to time.

(b) "Act" shall have the meaning given such term in Recital C.

(c) "ARMIA" means the Amended and Restated Master Implementation Agreement, dated December 27, 2010, by and between the City and the Company, as it may be amended from time to time.

(d) "Bond Proceeds" or "Proceeds of the Bonds" means those net funds generated by the sale of any series of Bonds, and investment earnings thereon.

(e) "Bonds" means one or more series of bonds, or other securities, issued by the CFD on behalf of any Improvement Area.

(f) "Facilities Financing Fund" means the fund created to hold Special Taxes not needed to service Bonds, as described in Section 5.21 of the ARMIA.

(g) "Fiscal Agent Agreement" means a Fiscal Agent Agreement, Resolution, Resolution Supplement, Indenture of Trust, or other equivalent document(s) providing for the issuance of a series of Bonds.

(h) "IRWD Facilities" means those sewer and water facilities listed on Exhibit "B" hereto.

(i) "Improvement Area" shall have the meaning given such term in Recital F.

(j) "Party" or "Parties" means any one or all of the parties to this Agreement.

(k) "PayGo Proceeds" means the Special Taxes levied and collected in the CFD and each Improvement Area that are available to directly fund the IRWD Facilities.

(l) "Project Fund" means the fund created pursuant to a Fiscal Agent Agreement to hold Bond Proceeds, as described in Section 5.2 of the ARMIA,

(m) "Property" shall have the meaning set forth in Recital A.

(n) "Rate and Method" means the Rate and Method of Apportionment of the Special Tax for each Improvement Area authorizing the levy and collection of Special Taxes within the respective Improvement Area of the CFD pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.

(o) "Reasonable Costs and Expenses" has the meaning given such term in the ARMIA.

(p) "Special Taxes" means the special taxes authorized to be levied and collected within the CFD pursuant to a Rate and Method.

(q) "State" means the State of California.

3. Formation of the CFD. The City has established the CFD and designated each Improvement Area under the terms of the Act, and authorized each Improvement Area to finance, among other things, the IRWD Facilities.

4. Sale of Bonds and Use of Proceeds; PayGo Proceeds. The CFD may from time to time issue one or more series of Bonds in one or more Improvement Areas and reserve a portion of the Bond Proceeds along with PayGo Proceeds to finance, among other things, the Reasonable Costs and Expenses of the IRWD Facilities. Bond Proceeds will be deposited into the Project Fund. PayGo Proceeds will be deposited in the Facilities Financing Fund. Bond Proceeds on deposit in the Project Fund and PayGo Proceeds on deposit in the Facilities Financing Fund may be applied by the City for the Reasonable Costs and Expenses of the IRWD Facilities in the manner, and subject to the restrictions, set forth in the ARMIA and the Acquisition Agreement (including, but not limited to, that amounts in the Facilities Financing Fund will be applied only if there are insufficient funds remaining in the Project Fund).

5. Disbursements for IRWD Facilities. Disbursements from the Project Fund and from the Facilities Financing Fund shall be governed by the ARMIA and the Acquisition Agreement. However, before making any payment for an IRWD Facility (or discrete component thereof) from the Project Fund or the Facilities Financing Fund, the CFD shall be satisfied that the IRWD Facility or discrete component thereof to be financed has been inspected and approved by IRWD as set forth in Section 6 of this Agreement.

6. Inspection and Approval; Ownership of IRWD Facilities. IRWD shall cause inspections to be made during the construction of the IRWD Facilities in accordance with its customary procedures for construction projects of a similar nature. Upon completion of construction of the IRWD Facilities, IRWD shall accept dedication of the IRWD Facilities in accordance with its customary procedures, and shall accept ownership, and responsibility for operation of the IRWD Facilities. Notwithstanding the foregoing, formal acceptance of the IRWD Facilities is not a condition to the reimbursement of the Company for the Reasonable Costs and Expenses of the IRWD Facilities, and the IRWD Facilities may be financed in discrete components. Once acquired by IRWD, the IRWD Facilities shall be and remain the property of IRWD and IRWD shall assume all ongoing maintenance responsibilities with respect to the IRWD Facilities.

7. Amendment. This Agreement may be amended at any time but only in writing signed by each Party hereto.

8. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

9. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

City:	City of Irvine One Civic Center Plaza Irvine, CA 92606-4104 Attn: City Clerk
IRWD:	Irvine Ranch Water District 15600 Sand Canyon Avenue Irvine, California 92618 Attn: General Manager
Company:	Heritage Fields El Toro, LLC 25 Enterprise Aliso Viejo, CA 92656 Attn: Richard Leigh

A Party may change its address for delivery of notice by delivering written notice of such change of address to the other Parties hereto.

10. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

11. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

13. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Parties hereto, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Parties with the terms of this Agreement thereafter.

14. No Third Party Beneficiaries. No person or entity other than the CFD shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the IRWD, the City, the CFD, and the Company (and their respective successors and assigns, exclusive of individual homebuyers), any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

15. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

[signature pages follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

CITY OF IRVINE

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

Its: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM;

\_\_\_\_\_  
CITY ATTORNEY OF THE  
CITY OF IRVINE

IRVINE RANCH WATER DISTRICT

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

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL, IRWD

[signatures continued on next page]

**HERITAGE FIELDS EL TORO, LLC,  
A Delaware limited Liability Company**

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

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

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

**EXHIBIT A**

**MAP OF PROPERTY IN THE CFD**

**[ATTACHED]**



## EXHIBIT B

### LIST OF IRWD FACILITIES

Facilities to be owned by IRWD constructed in connection with the development of the Property, and all costs of site acquisition, planning, design, engineering, legal services, materials testing, coordination, surveying, construction staking, construction inspection and any and all appurtenant facilities and appurtenant work relating thereto, including, but not limited to:

- water and/or sewer facilities included in IRWD's water and/or sewer capacity and connection fee programs;
- water and/or sewer transmission pipelines;
- sewer treatment plants;
- disposal ponds;
- pumping plants;
- lift stations; and
- water reservoirs.



# EXHIBIT "B"

RESOLUTION NO. 2014-

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
IRVINE RANCH WATER DISTRICT APPROVING JOINT  
COMMUNITY FACILITIES AGREEMENT  
RELATING TO CITY OF IRVINE  
COMMUNITY FACILITIES DISTRICT NO. 2013-3  
(GREAT PARK)

WHEREAS, the City of Irvine is in the process of establishing a community facilities district, to be known as the "City of Irvine Community Facilities District No. 2013-3 (Great Park)" (the "CFD"), pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), for the purpose of selling bonds, in one or more series, in an amount sufficient to finance the acquisition of land and improvements thereon for public use, including the design, planning, engineering, installation, and construction of certain public facilities and improvements, to be owned, operated or maintained by Irvine Ranch Water District ("IRWD") (the "IRWD Facilities"); and

WHEREAS, Section 53316.2 of the Act authorizes IRWD to assist in the financing of the acquisition and/or construction of the IRWD Facilities as IRWD's portion of public facilities to be financed by the CFD, by entering into a joint community facilities agreement by and between IRWD and the City, pursuant to which the CFD, when formed, will be authorized to finance the construction and/or acquisition of the IRWD Facilities and the responsibility for providing for and operating the IRWD Facilities will be delegated to IRWD, if the legislative body of each entity adopts a resolution declaring that the joint agreement would be beneficial to the residents of that entity; and

WHEREAS, the form of an agreement, constituting a joint community facilities agreement within the meaning of Section 53316.2 of the Government Code among IRWD, the City and Heritage Fields El Toro, LLC, as the owner of the property (the "IRWD JCFA"), pursuant to which the CFD is authorized to finance the acquisition and/or construction of all or a portion of the IRWD Facilities, has been presented to this meeting; and

WHEREAS, this Board finds that the provision of the IRWD Facilities is necessitated by the development of the subject property, that the residents residing within the boundaries of the CFD will be benefitted by the IRWD Facilities and that the proposed Agreement is beneficial to the interests of such residents;

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

Section 1. The IRWD JCFA is hereby approved in the form presented to this meeting, and the President and Secretary are authorized and directed to execute the IRWD JCFA in substantially in such form, with such changes, insertions and deletions as are approved by such persons signing and/or attesting.

Section 2. The President, the Treasurer, the Secretary, each other officer of IRWD, and the General Manager, each acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any

and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution and the IRWD JCFA.

ADOPTED, SIGNED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

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

---

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

APPROVED AS TO FORM:

BOWIE, ARNESON,  
WILES & GIANNONE  
Legal Counsel IRWD

By  \_\_\_\_\_

00174358/ 021314

DB  
March 24, 2014  
Prepared by: K. Lew/M. Cortez  
Submitted by: K. Burton *KLB*  
Approved by: Paul Cook *PC*

## CONSENT CALENDAR

### PLANNING AREA 1 (ORCHARD HILLS) NEIGHBORHOOD 2 CAPITAL IMPROVEMENTS

#### SUMMARY:

Irvine Community Development Company (ICDC) is proceeding with the Planning Area 1 (Orchard Hills) development including the Neighborhood 2 Backbone Street Improvements. As part of the Neighborhood 2 development project, ICDC will design and construct IRWD's recycled water capital facilities under an existing Supplemental Reimbursement Agreement. Staff recommends that the Board:

- Authorize the addition of Project 30428 to the FY 2013-14 Capital Budget in the amount of \$238,700; and
- Approve an Expenditure Authorization for Project 30428 in the amount of \$238,700.

#### BACKGROUND:

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

A Supplemental Reimbursement Agreement was previously approved in February 2005 for all IRWD capital facilities within Planning Area 1 and 2. All required IRWD capital improvements are documented in the Planning Area 1 and 2 Sub-Area Master Plan, dated February 2005, prepared by Tettemer & Associates. The improvements are shown in Exhibit "A".

Neighborhood 2 Capital Facilities include construction of approximately 3,900 feet of 6-inch recycled water pipeline. ICDC selected Wilson Mikami to complete the Neighborhood 2 design plans. ICDC received eight bids and the low bidder for the IRWD work was Clearwater Pipeline (Clearwater) with a bid of \$129,597.25; bids ranged from \$129,597.25 to \$236,805. The Bid Summary is shown in Exhibit "B". ICDC requested IRWD's concurrence of awarding the contract to Clearwater. Clearwater's bid had no irregularities and staff concurs with ICDC's recommendation to award the construction contract to Clearwater. ICDC also received proposals from Wilson Mikami, Kling, VA Consulting, and LSA Associates for construction support services and staff concurs with the selections.

A summary of the Orchard Hills Neighborhood 2 Recycled Water Capital Improvement costs is shown as follows:

Design Engineering (Wilson Mikami)	\$ 11,200.00
Construction (Clearwater)	\$129,597.25
Construction Engineering (Wilson Mikami)	\$ 3,140.00
Construction Geotechnical (Leighton)	\$ 2,439.00
Construction Staking (VA Consulting)	\$ 2,124.00
Archeo/Paleo (LSA Associates)	\$ 2,380.00
ICDC Administration Fee (1%)	<u>\$ 1,295.97</u>
	\$142,176.22

**FISCAL IMPACTS:**

Staff requests the addition of Project 30428 (4717) to the FY 2013-14 Capital Budget and approval of an Expenditure Authorization in the amount shown in the table below and in Exhibit "C".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
30428 (4717)	\$-0-	\$238,700	\$238,700	\$-0-	\$238,700	\$238,700

**ENVIRONMENTAL COMPLIANCE:**

The construction of the capital facilities for Planning Area 1 is subject to the California Environmental Quality Act (CEQA) and in conformance with California Code of Regulations Title 14, Chapter 3, Article 7, an Environmental Impact Report, SCH#2004041080, was certified by the lead agency, the City of Irvine, on May 12, 2005.

**COMMITTEE STATUS:**

This item was reviewed by the Engineering and Operations Committee on March 18, 2014.

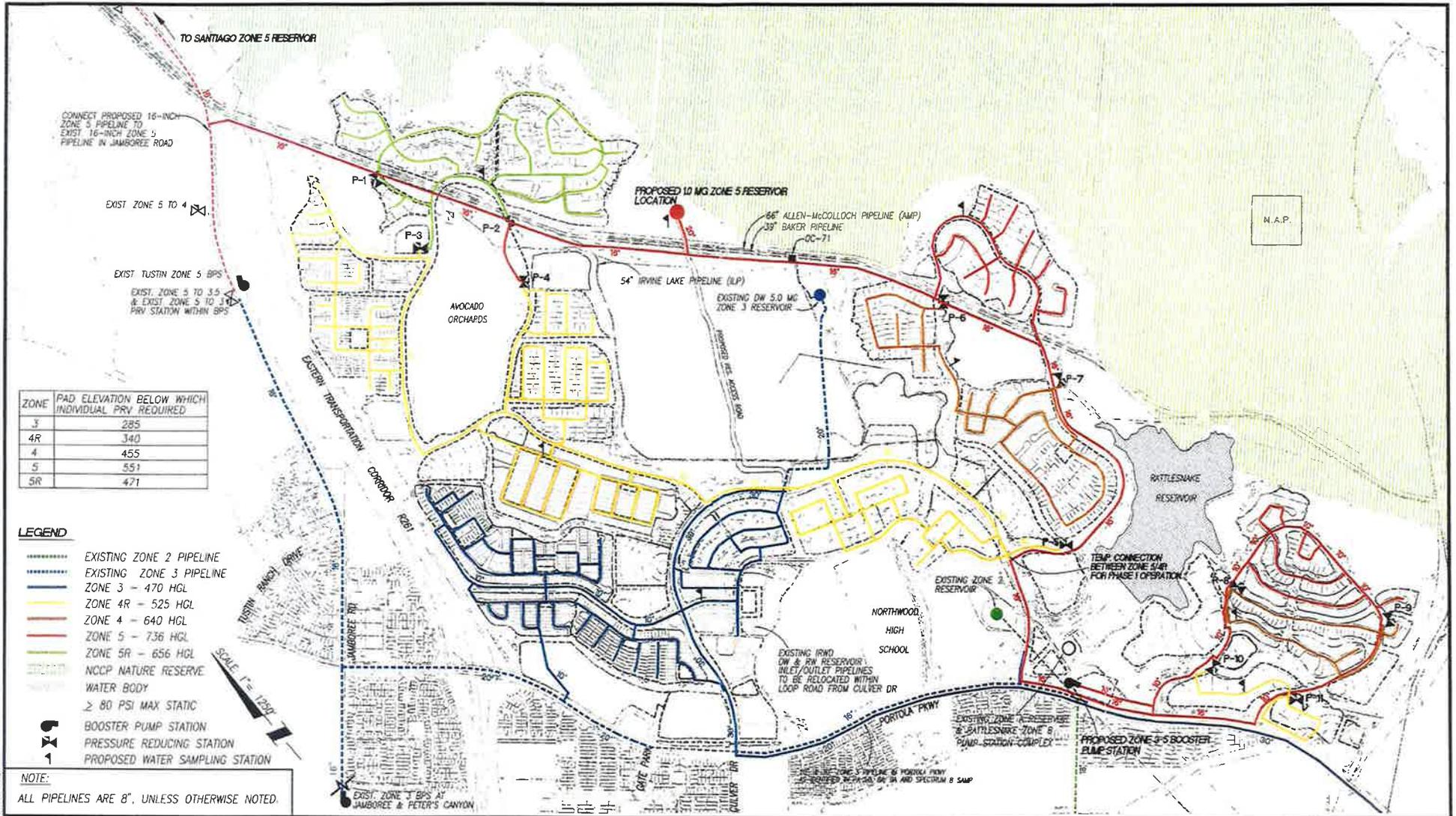
**RECOMMENDATION:**

THAT THE BOARD AUTHORIZE THE ADDITION OF PROJECT 30428 (4717) TO THE FY 2013-14 CAPITAL BUDGET IN THE AMOUNT OF \$238,700; AND APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$238,700 FOR THE PLANNING AREA 1 (ORCHARD HILLS) NEIGHBORHOOD 2 RECYCLED WATER CAPITAL IMPROVEMENTS, PROJECT 30428 (4717).

**LIST OF EXHIBITS:**

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

# EXHIBIT "A"



12/27/2004 08:12:04 PM PST

**Tetterer & Associates**  
A Division of The Keth Corporates

19 TECHNOLOGY DRIVE  
IRVINE, CA 92618  
949.923.6277

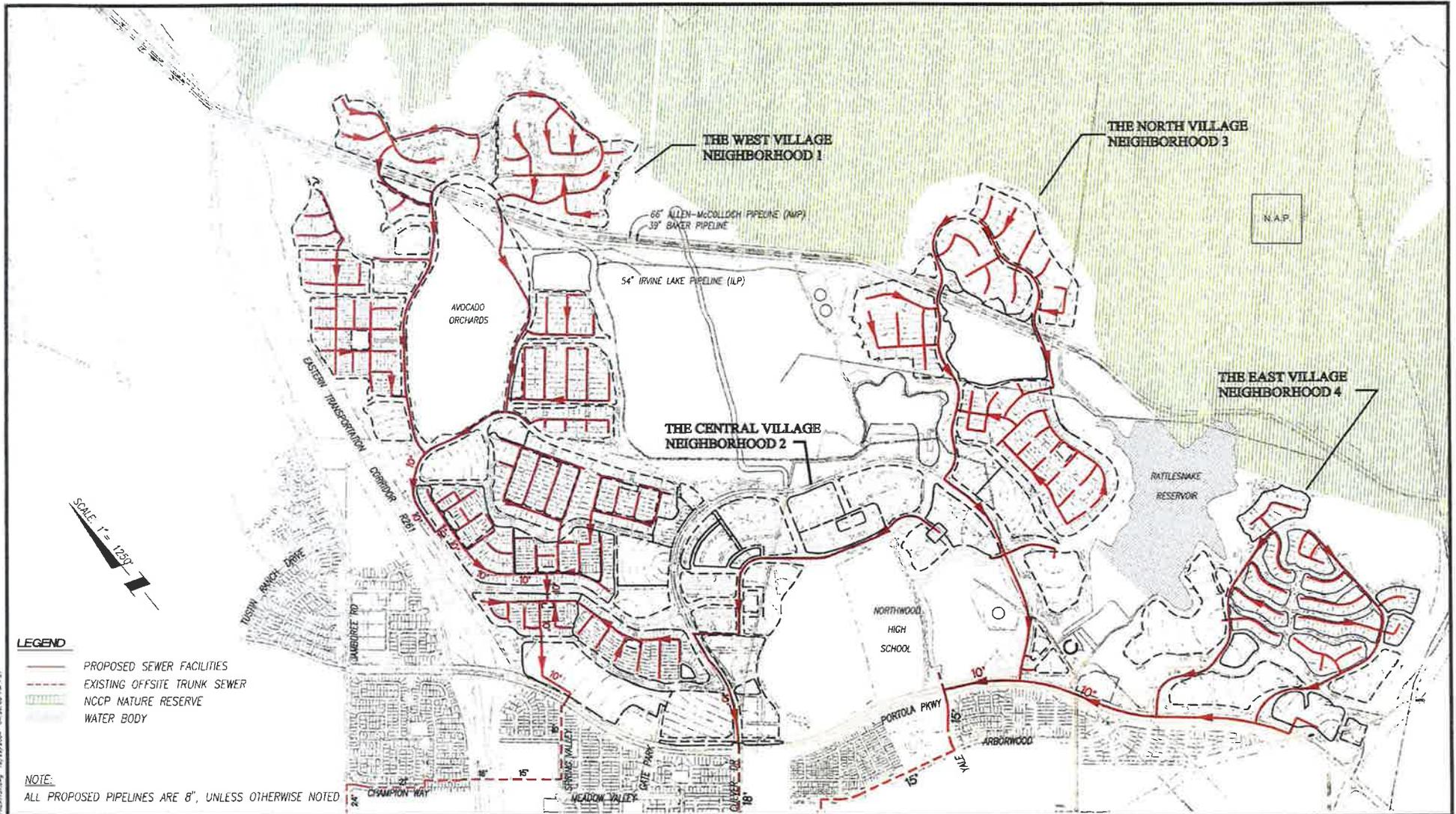
PREPARED FOR:

IRVINE RANCH  
WATER DISTRICT



## PLANNING AREAS 1 AND 2 SAMP DOMESTIC WATER SYSTEM FACILITIES

FIGURE 3-3



SCALE 1" = 125'

- LEGEND**
- PROPOSED SEWER FACILITIES
  - - - EXISTING OFFSITE TRUNK SEWER
  - ▨ NCCP NATURE RESERVE
  - ▨ WATER BODY

**NOTE:**  
ALL PROPOSED PIPELINES ARE 8", UNLESS OTHERWISE NOTED

**Tetterton & Associates**  
A Division of The Keith Companies

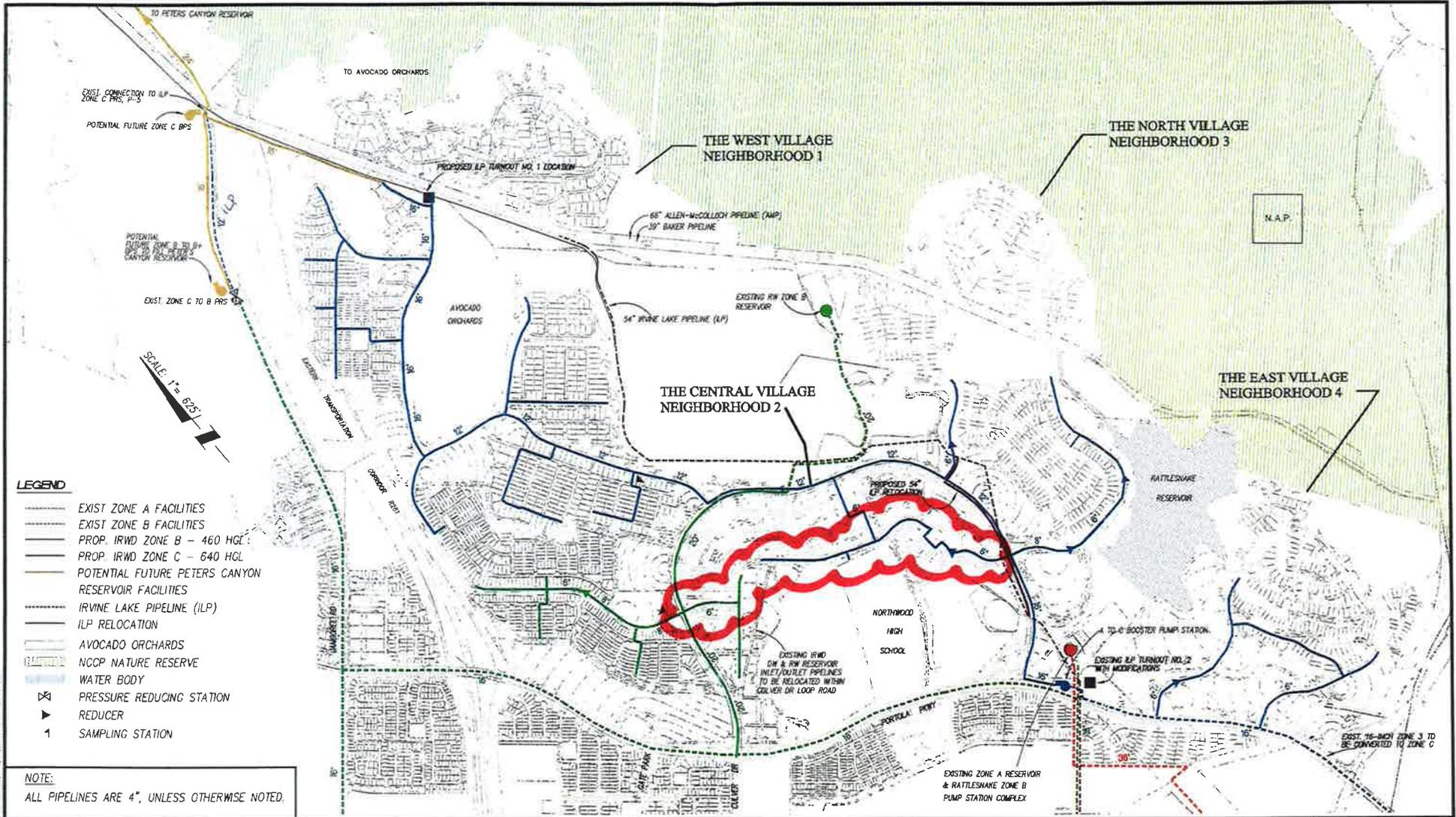
19 TECHNOLOGY DRIVE  
IRVINE, CA 92618  
949.923.6277

PREPARED FOR  
IRVINE RANCH  
WATER DISTRICT



**PLANNING AREAS 1 AND 2 SAMP  
SEWER COLLECTION SYSTEM FACILITIES**

**FIGURE 4-1**



- LEGEND**
- EXIST ZONE A FACILITIES
  - EXIST ZONE B FACILITIES
  - PROP. IRWD ZONE B - 460 HGL
  - PROP. IRWD ZONE C - 640 HGL
  - POTENTIAL FUTURE PETERS CANYON RESERVOIR FACILITIES
  - IRVINE LAKE PIPELINE (ILP)
  - ILP RELOCATION
  - AVOCADO ORCHARDS
  - NCCP NATURE RESERVE
  - WATER BODY
  - ⊠ PRESSURE REDUCING STATION
  - ▶ REDUCER
  - 1 SAMPLING STATION

**NOTE:**  
ALL PIPELINES ARE 4", UNLESS OTHERWISE NOTED.

W:\Projects\12061000\12061000.dwg 12/29/2004 8:48:45 PM P01


**Tetterer & Associates**  
 A Division of The Walsh Companies  
 19 TECHNOLOGY DRIVE  
 IRVINE, CA 92618  
 949.923.6277

PREPARED FOR  
**IRVINE RANCH WATER DISTRICT**  


**PLANNING AREAS 1 AND 2 SAMP  
 NONPOTABLE WATER SYSTEM FACILITIES**

**FIGURE 5-3**





**BID SUMMARY**  
**ORCHARD HILLS (PA 1) NEIGHBORHOOD 2 BACKBONE STREET IMPROVEMENTS**  
**BID PACKAGE NO.: B00117, TRACT 17015**  
**ASSESSMENT DISTRICT NO. 05-21/NON-AD/IRWD - ALL PREVAILING WAGE**  
**CONTRACT "B2" WET UTILITIES (SEWER, STORM DRAIN & WATER)**  
**TASK PC/D: LD-0001.ST.20.cn01**  
**2,600 LF OF STREET IMPROVEMENTS**

PRE-BID MEETING DATE: 8/15/2013  
 BID OPENING DATE: 9/12/2013  
 WITNESSED BY: Tina Bachelder  
 Mary Oshima

5TH BIDDER L&S	6TH BIDDER IRVINE PIPELINE	7TH BIDDER LEATHERWOOD	8TH BIDDER PAULUS
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**CHECK LIST**

Required items to be included in bid package:

- 1 Signed Addendum Nos. 1-3
- 2 Corporate Seal (if applicable)
- 3 Correct Signatures (Page V-3)
- 4 Bid Totals Correctly
- 5 List of SubContractors
- 6 Equipment/Material Source Information
- 7 Contractors Rates/Reviewed
- 8 10% Bid Bond
- 9 Construction Schedule
- 10 Non-Collusion Certificate
- 11 Contractor Prequalified

<u>Comments</u>	<u>Comments</u>	<u>Comments</u>	<u>Comments</u>
DID NOT CHECK AS BIDDER WAS NOT LOW			

CODING*	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL						
<b>III. IRWD CAPITAL IMPROVEMENTS</b>											
<b>G. GENERAL</b>											
66	MOBILIZATION (NOT TO EXCEED 2% OF CONTRACT PRICE)										
	SECTIONS G-H)	1	LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,900.00	\$3,900.00	\$4,000.00	\$4,000.00
67	PAYMENT & PERFORMANCE BONDS (SECTIONS G-H)	1	LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$3,800.00	\$3,800.00
68	DEVELOP CONSTRUCTION WATER	1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00
69	TRAFFIC CONTROL	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00
70	INTERIM EROSION AND SEDIMENT CONTROL	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
<b>H. IRWD RECLAIMED WATER CAPITAL FACILITIES</b>											
71	INSTALL 6" AWWA PURPLE PVC C-900, PRESSURE CLASS 200 PER IRWD STD. NO. W-17	3,895	LF	\$29.00	\$112,955.00	\$30.00	\$116,850.00	\$37.00	\$144,115.00	\$45.00	\$175,275.00
72	INSTALL 6"x4" D.I. 90° BEND (FE X PO) & THRUST BLOCK PER IRWD STD. NO. W-16	1	EA	\$280.00	\$280.00	\$450.00	\$450.00	\$425.00	\$425.00	\$300.00	\$300.00
73	INSTALL 6" D.I. 11.25° BEND (PO X PO) & THRUST BLOCK PER IRWD STD. NO. W-16	2	EA	\$280.00	\$560.00	\$350.00	\$700.00	\$275.00	\$550.00	\$300.00	\$600.00
74	INSTALL 6" D.I. TEE (FE X FE X FE) & THRUST BLOCK PER IRWD STD. NO. W-16	3	EA	\$360.00	\$1,080.00	\$400.00	\$1,200.00	\$375.00	\$1,125.00	\$385.00	\$1,155.00
75	INSTALL 6"x4"x6" D.I. TEE (FE X FE X FE) & THRUST BLOCK PER IRWD STD. NO. W-16	1	EA	\$320.00	\$320.00	\$410.00	\$410.00	\$400.00	\$400.00	\$365.00	\$365.00
76	INSTALL 1" AIR-VAC ASSEMBLY PER IRWD STD. NO. W-11	2	EA	\$3,150.00	\$6,300.00	\$1,800.00	\$3,600.00	\$3,400.00	\$6,800.00	\$4,100.00	\$8,200.00
77	INSTALL TEMPORARY FLUSH-OUT ASSEMBLY PER IRWD STD. NO. W-12	2	EA	\$1,740.00	\$3,480.00	\$2,200.00	\$4,400.00	\$1,150.00	\$2,300.00	\$3,800.00	\$7,600.00
78	INSTALL FLUSH-OUT ASSEMBLY PER IRWD STD. NO. W-13	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$4,500.00	\$4,500.00
79	INSTALL 6" B.F.V. (FE X FE) PER IRWD STD. NO. W-22	12	EA	\$2,700.00	\$32,400.00	\$1,800.00	\$21,600.00	\$2,175.00	\$26,100.00	\$1,350.00	\$16,200.00
80	INSTALL 6" (FE X PO) ADAPTER	12	EA	\$200.00	\$2,400.00	\$200.00	\$2,400.00	\$300.00	\$3,600.00	\$300.00	\$3,600.00
81	INSTALL 6" END CAP & THRUST BLOCK PER IRWD STD. NO. W-16	1	EA	\$200.00	\$200.00	\$350.00	\$350.00	\$400.00	\$400.00	\$300.00	\$300.00
82	REMOVE EXISTING TEMP FLUSH-OUT ASSEMBLY & JOIN EXISTING 6" PVC RECYCLED WATER MAIN	2	EA	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
<b>TOTAL IRWD:</b>					<b>\$179,375.00</b>		<b>\$167,460.00</b>		<b>\$203,065.00</b>		<b>\$236,895.00</b>

# EXHIBIT "C"

## IRVINE RANCH WATER DISTRICT Expenditure Authorization

**Project Name:** PA1 ORCHARD HILLS NH 2 - 6" ZNB & 6" ZNC RW  
**EPMS Project No:** 30428    **EA No:** 1  
**Oracle Project No:** 4717  
**Project Manager:** CORTEZ, MALCOLM  
**Project Engineer:** LEW, KELLY  
**Request Date:** February 27, 2014

**ID Split:** Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
250	100.0	BONDS YET TO BE SOLD**
<b>Total</b>	<b>100.0%</b>	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$238,700
<b>Total EA Requests:</b>	<b>\$238,700</b>
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$238,700
<b>Updated Budget:</b>	<b>\$238,700</b>
<b>Budget Remaining After This EA</b>	<b>\$0</b>

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	10,000	0	10,000	10,000	0	10,000	7/13	3/14
ENGINEERING DESIGN - OUTSIDE	15,000	0	15,000	15,000	0	15,000	7/13	3/14
DESIGN STAFF FIELD SUPPORT	10,000	0	10,000	10,000	0	10,000	7/13	3/14
ENGINEERING - CA&I IRWD	15,000	0	15,000	15,000	0	15,000	4/14	6/15
ENGINEERING - CA&I OUTSIDE	15,000	0	15,000	15,000	0	15,000	4/14	6/15
CONSTRUCTION FIELD SUPPORT	10,000	0	10,000	10,000	0	10,000	4/14	6/15
CONSTRUCTION	140,000	0	140,000	140,000	0	140,000	4/14	6/16
LEGAL	2,000	0	2,000	2,000	0	2,000	7/13	6/15
Contingency - 10.00% Subtotal	\$21,700	\$0	\$21,700	\$21,700	\$0	\$21,700		
<b>Subtotal (Direct Costs)</b>	<b>\$238,700</b>	<b>\$0</b>	<b>\$238,700</b>	<b>\$238,700</b>	<b>\$0</b>	<b>\$238,700</b>		
Estimated G/A - 170.00% of direct labor*	\$76,500	\$0	\$76,500	\$76,500	\$0	\$76,500		
<b>Total</b>	<b>\$315,200</b>	<b>\$0</b>	<b>\$315,200</b>	<b>\$315,200</b>	<b>\$0</b>	<b>\$315,200</b>		
Direct Labor	\$45,000	\$0	\$45,000	\$45,000	\$0	\$45,000		

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

**EA Originator:** Kelly Lew 3/3/14  
**Department Director:** Ravin L. Burton 3/4/14  
**Finance:** [Signature] 3/7/14  
**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 \$322,000. 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.



March 24, 2014  
Prepared by: C.Kessler/K. Lew/M. Cortez  
Submitted by: K. Burton  
Approved by: Paul Cook

## CONSENT CALENDAR

### REIMBURSEMENT AGREEMENT BETWEEN IRWD AND THE CITY OF IRVINE FOR INSTALLATION AND ADJUSTMENT OF IRWD FACILITIES TO GRADE

#### SUMMARY:

The City of Irvine (City) is proceeding with its annual slurry seal and pavement rehabilitation project for miscellaneous areas throughout the City. This project requires a separate Reimbursement Agreement (RA) since the estimated construction cost is over \$100,000. Staff recommends that the Board:

- Authorize the addition of Projects 11761, 21761, and 31671 to the FY 2013-14 Capital Budget in the amounts of \$464,200, \$277,200, and \$39,600, respectively;
- Approve Expenditure Authorizations for Projects 11761 and 21761, in the amounts of \$464,200 and \$277,200, respectively; and
- Authorize the General Manager to execute an RA with the City of Irvine for its Annual Slurry Seal and Pavement Rehabilitation Project, Bid No. 14-1003.

#### BACKGROUND:

IRWD has had an RA in place with the City since 1995 for managing various street rehabilitation projects. Typically included in the City's Capital Improvement Projects are alternate bid items for raising existing IRWD sewer manhole covers, sewer cleanouts, and water valve frames and lids to the new pavement grade. Any project up to \$100,000 in reimbursable costs can be authorized by the General Manager as an addendum to this "umbrella" RA.

IRWD and the City have also agreed that any City street improvement project which involves the construction, modification or relocation of IRWD facilities with an estimated construction cost over \$100,000 will be administered through a separate RA. The City's Annual Slurry Seal and Street Rehabilitation Project, Bid No. 14-1003, has an estimated construction cost of \$624,000 and, therefore, requires a project-specific RA.

The project location consists of two areas. The first area is located between Culver Drive and Harvard Avenue from I-405 to Irvine Center Drive. The second area is located between Culver Drive and Jeffery Road from Barranca Parkway to Irvine Center Drive. Approximately 595 domestic and 45 recycled water valve frames and lids, 15 sewer cleanouts, and 345 sewer manholes will be installed or adjusted to new pavement grade. A Vicinity Map is attached as Exhibit "A", the Engineer's Estimate as Exhibit "B", and the RA as Exhibit "C". The RA has been reviewed by IRWD's legal counsel.

FISCAL IMPACTS:

Projects 11761 (5150), 21761 (5151), and 31761 (5152) are not included in the FY 2013-14 Capital Budget. Staff requests the addition of these projects to the FY 2013-14 Capital Budget and approval of Expenditure Authorizations to fund the projects as shown in the table below and attached as Exhibit "D". Since the Expenditure Authorization for Project 31671 (5152) is an initial Expenditure Authorization less than \$60,000, it only requires the approval of the General Manager pursuant to IRWD's current procurement policy.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11761 (5150)	\$-0-	\$ 464,200	\$ 464,200	\$-0-	\$ 464,200	\$ 464,200
21761 (5151)	\$-0-	\$ 277,200	\$ 277,200	\$-0-	\$ 277,200	\$ 277,200
31761 (5152)	\$-0-	\$ 39,600	\$ 39,600	\$-0-	\$ 39,600	\$ 39,600
<b>TOTAL</b>	<b>\$-0-</b>	<b>\$ 781,000</b>	<b>\$ 781,000</b>	<b>\$-0-</b>	<b>\$ 781,000</b>	<b>\$ 781,000</b>

ENVIRONMENTAL COMPLIANCE:

These projects are exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15061 (b) (3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

In addition, projects referenced in these agreements are exempt from CEQA as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15302 C, which provides exemption for projects that involve replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on March 18, 2014.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE ADDITION OF PROJECTS 11761 (5150), 21761 (5151), AND 31761 (5152) TO THE FY 2013-14 CAPITAL BUDGET IN THE AMOUNTS OF \$464,200, \$277,200, AND \$39,600, RESPECTIVELY; APPROVE EXPENDITURE AUTHORIZATIONS FOR PROJECTS 11761 (5150) AND 21761 (5151) IN THE AMOUNTS OF \$464,200 AND \$277,200, RESPECTIVELY; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE CITY OF IRVINE FOR ITS ANNUAL SLURRY SEAL AND PAVEMENT REHABILITATION PROJECT, BID NO. 14-1003.

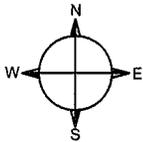
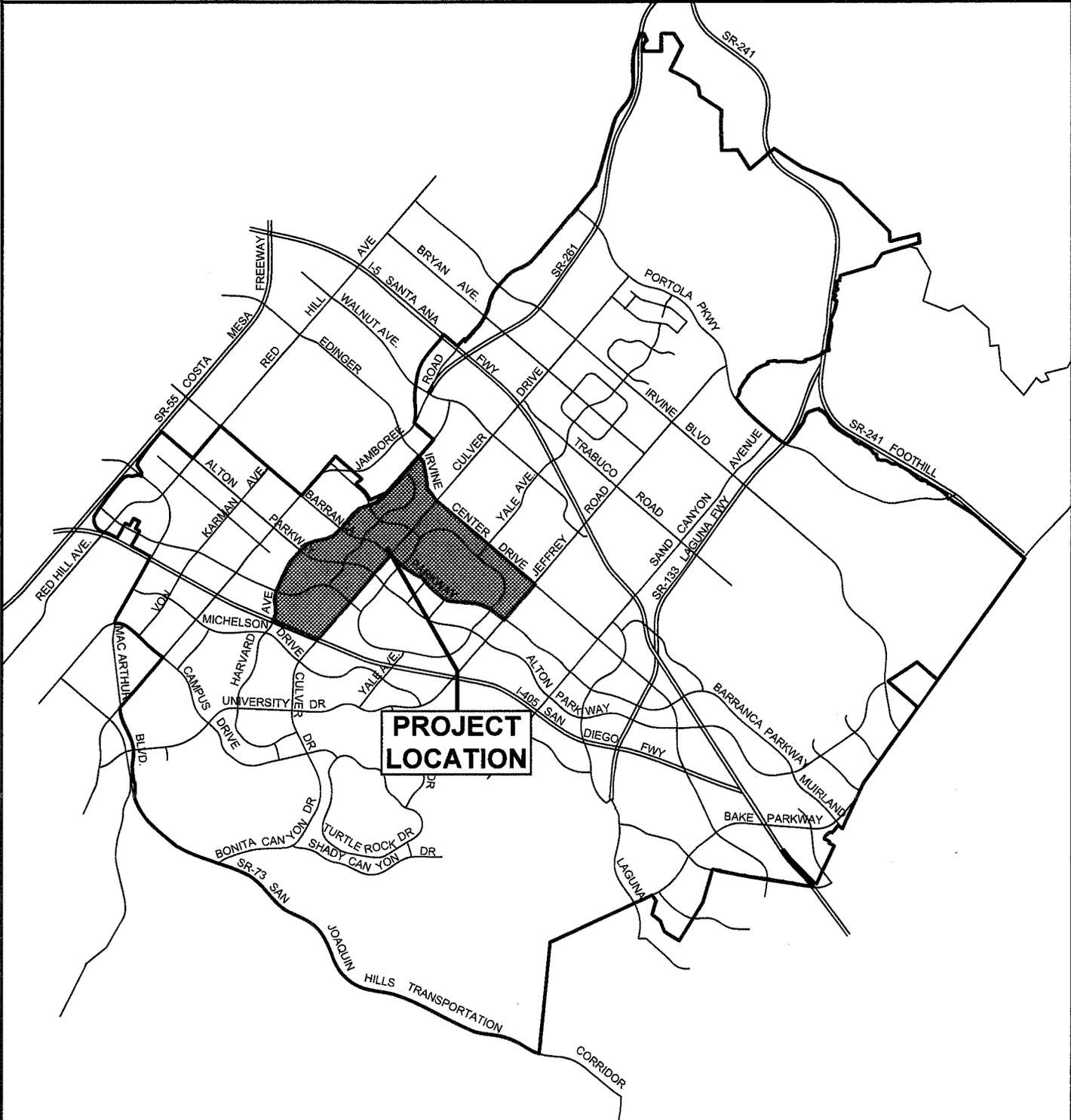
LIST OF EXHIBITS:

- Exhibit "A" – Vicinity Map
- Exhibit "B" – Engineer's Estimate
- Exhibit "C" – Reimbursement Agreement
- Exhibit "D" – Expenditure Authorizations



# EXHIBIT "A"

## STREET REHABILITATION AND SLURRY SEAL



## VICINITY MAP



## EXHIBIT "B"

REIMBURSEMENT AGREEMENT BETWEEN IRVINE RANCH WATER DISTRICT (IRWD)  
AND THE CITY OF IRVINE  
FOR  
STREET REHABILITATION AND SLURRY SEAL, BID NO. 14-1003

### ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	EXTENDED AMOUNT
A-1	INSTALL NEW IRWD WATER VALVE FRAME AND COVER TO GRADE	595	EA	\$ 600.00	\$ 357,000.00
A-2	INSTALL NEW IRWD RECLAIM WATER VALVE FRAME AND COVER TO GRADE	45	EA	\$ 600.00	\$ 27,000.00
A-3	INSTALL NEW IRWD SEWER CLEANOUT FRAME AND COVER TO GRADE	15	EA	\$ 600.00	\$ 9,000.00
A-4	ADJUST EXISTING IRWD SEWER MANHOLE FRAME AND COVER TO GRADE	345	EA	\$ 600.00	\$ 207,000.00
<b>TOTAL CONSTRUCTION ESTIMATE</b>					<b>\$ 600,000.00</b>
<b>4% ADMINISTRATION FEE PER SECTION 5 OF AGREEMENT</b>					<b>\$ 24,000.00</b>
<b>TOTAL COSTS</b>					<b>\$ 624,000.00</b>

# EXHIBIT "C"

File No.

REIMBURSEMENT AGREEMENT BETWEEN  
IRVINE RANCH WATER DISTRICT  
AND THE CITY OF IRVINE  
FOR  
INSTALLATION AND ADJUSTMENT OF STREET UTILITIES TO GRADE FOR  
STREET REHABILITATION AND SLURRY SEAL  
BID NO. 14-1003

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between IRVINE RANCH WATER DISTRICT, a California water district formed and existing pursuant to the California Water District Law, hereinafter referred to as "DISTRICT," and the CITY OF IRVINE, a municipal corporation, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, CITY proposes to construct street and utility improvements within the Westpark, Westpark II and Woodbridge villages for the Street Rehabilitation and Slurry Seal, Bid No. 14-1003 (the "Project"), within the jurisdictional boundaries of DISTRICT and the City of Irvine; and

WHEREAS, such construction will necessitate the installation or adjustment to grade of approximately 595 Water Valves, approximately 45 Recycled Water Valves, approximately 15 Sewer Cleanouts and approximately 345 Sewer Manholes, as depicted on Exhibit "A" attached hereto incorporated by reference herein (hereinafter referred to as the "IRWD FACILITIES"); and

WHEREAS, the parties have determined that it would be more expedient for CITY to construct the IRWD FACILITIES rather than for DISTRICT to do so; and

WHEREAS, DISTRICT is amenable to the CITY constructing the IRWD FACILITIES with the CITY agreeing to advance the costs; and

WHEREAS, DISTRICT agrees to fully reimburse the CITY through payments billed by the CITY and approved by DISTRICT for the entire cost of the IRWD FACILITIES; and

WHEREAS, except as otherwise provided herein, upon the completion of the IRWD FACILITIES, the IRWD FACILITIES shall become the property of DISTRICT in accordance with the terms and conditions hereinafter set forth.

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

**SECTION 1. IRWD FACILITIES.** In conjunction with the Project, CITY agrees to initiate and pursue to completion the design and construction of the IRWD FACILITIES.

**SECTION 2. PLANS.** CITY agrees that the IRWD FACILITIES shall be completed pursuant to approved project plans and specifications (the "Plans and Specifications") which shall be approved by DISTRICT and used in awarding the construction contract. Prior to commencement of preparation of the Plans and Specifications, CITY shall submit its design engineer's proposal for the design of the IRWD FACILITIES to DISTRICT. DISTRICT will have a period of five (5) calendar days from its receipt of such design proposal to review and either indicate its approval or request changes. CITY shall cause its design engineer to review and respond to any requested changes. The Plans and Specifications shall be deemed to incorporate the applicable portions of DISTRICT's latest edition of "Construction Manual for the Construction of Water, Sewer, and Reclaimed Water Facilities" (the "Construction Manual"). The IRWD FACILITIES shall be contracted by CITY together with non-reimbursable work to be completed by CITY within the Project pursuant to plans prepared by CITY's design engineer.

**SECTION 3. BIDDING AND AWARD.** The parties agree that the construction of the IRWD FACILITIES shall be included in CITY's contract(s) awarded for the Project and that the IRWD FACILITIES shall be bid as a separate item or items that can be deleted. During the bidding process, CITY shall deliver to IRWD one (1) complete set of the bid documents that include the IRWD FACILITIES, including all related addenda concurrently with the distribution thereof to prospective bidders. Upon opening of bids by CITY, CITY will submit the bids or a spread sheet summary of the bids to DISTRICT. DISTRICT will have a period of ten (10) calendar days from its receipt of the bid results for review and approval of the IRWD FACILITIES bid item(s) submitted by the bidder identified to DISTRICT by CITY as CITY's proposed successful bidder. CITY agrees that bids received for the construction of the IRWD

FACILITIES bid item(s) shall be subject to the approval of DISTRICT prior to award of the Project construction contract(s) that include the IRWD FACILITIES; and further agrees that in the event DISTRICT does not approve such bids, either party may terminate this Agreement upon twenty-four (24) hours' prior written notice, in which event CITY shall have no further obligation to construct the IRWD FACILITIES, and DISTRICT may elect to install the IRWD FACILITIES with its own contractor. If DISTRICT approves of the IRWD FACILITIES bid item(s) of CITY's successful bidder, CITY agrees to cause the IRWD FACILITIES to be constructed as part of the contract awarded to such bidder. The total estimated construction cost for the IRWD FACILITIES is \$624,000.00, provided, however, the amount to be reimbursed by DISTRICT shall be based on the actual costs of construction. Upon award of the construction contract, CITY shall provide DISTRICT with one (1) original copy of the fully executed contract documents and one (1) copy of the bid package relating to the IRWD FACILITIES received from the successful bidder.

SECTION 4. DESIGN REVISIONS AND CHANGE ORDERS. DISTRICT agrees to reimburse CITY for any change order(s) for revision(s) requested by DISTRICT or otherwise required to construct the IRWD FACILITIES. CITY shall promptly furnish DISTRICT with copies of any proposed change order(s) to such contract within five (5) working days of the initiation of the changed conditions to such contract, which shall be subject to DISTRICT approval if and to the extent the IRWD FACILITIES are affected therefrom.

DISTRICT shall promptly review proposed change order(s) and provide CITY with a response within five (5) working days or sooner of receiving proposed change order(s) information from CITY. DISTRICT agrees not to unreasonably cause delay(s) to the construction schedule of the Project in reviewing proposed change order(s) for the IRWD FACILITIES. Notwithstanding any other provision herein, any approval required to be given by the DISTRICT under this Section shall be deemed given if no response to the CITY's request for such approval is received by the CITY within eight (8) working days following the written request for such approval unless the parties agree otherwise in a writing executed by both parties.

SECTION 5. REIMBURSEMENT. DISTRICT agrees to reimburse CITY for the following costs (collectively, the "Costs"): (1) the actual costs of design, construction, permits, bonds, and legal fees (excluding the costs of preparation of this Agreement) incurred by CITY in connection with the design and construction of the IRWD FACILITIES, plus (2) an administration fee which shall be equal to four percent (4%) of the actual cost of construction (costs paid directly to CITY's contractor for construction, only, excluding any cost for design,

surveying, geotechnical or other work) of the IRWD FACILITIES and which shall be deemed to cover all costs of project administration, including, but not limited to, accounting, inspection, surveying, compaction testing, geotechnical services and engineering. CITY shall keep a separate accounting of all Costs incurred by CITY in relation to the IRWD FACILITIES.

Within sixty (60) days of DISTRICT's acceptance of the IRWD FACILITIES as provided in Section 8, a final accounting of the Costs shall be made by CITY and submitted to DISTRICT along with an invoice for the Costs and any supporting documentation necessary to show the amounts which represent Costs of IRWD FACILITIES. Amounts paid pursuant to progress payment invoices shall be subject to adjustment in the final accounting. Within thirty (30) days of said final accounting, DISTRICT agrees to pay to CITY the total amount of the Costs.

**SECTION 6. LAWS, ORDINANCES, RULES AND REGULATIONS.** CITY shall require in its contract for the construction of the IRWD 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 the Rules and Regulations of DISTRICT, in connection with the construction of the IRWD FACILITIES.

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

**SECTION 8. ACCEPTANCE.** DISTRICT agrees to accept the IRWD FACILITIES when the IRWD FACILITIES have been completed by CITY in accordance with all requirements of the Plans and Specifications, including any change orders approved by DISTRICT as provided in Section 3 hereof. At the time of completion and acceptance of the IRWD FACILITIES, CITY agrees to furnish DISTRICT with one (1) copy of the contractor's redlined set of blue-line "record" drawings (showing all revisions, manufacturer and type of valves, pipe and fittings as required by DISTRICT) and one (1) copy of the compaction reports and certificate, survey notes and cut sheets.

**SECTION 9. OWNERSHIP.** It is mutually agreed between the parties hereto that notwithstanding the fact that CITY shall accomplish the construction of the IRWD FACILITIES subject to reimbursement, the IRWD FACILITIES to be completed hereunder, together with the necessary franchises, licenses, easements, rights-of-way, and other privileges, shall at all times be subject to the applicable rates, rules and regulations of DISTRICT, as modified or amended from time to time. CITY hereby disclaims any interest in the IRWD FACILITIES and does hereby transfer and assign to DISTRICT any and all right, title, and interest it may have in the IRWD FACILITIES. DISTRICT shall own, operate and maintain the IRWD FACILITIES following acceptance thereof.

**SECTION 10. GUARANTEES.** CITY will, pursuant to the requirement(s) of the Plans and Specifications, cause its contractor(s) for the IRWD FACILITIES to guarantee the IRWD FACILITIES against defects in workmanship and materials for a period of one (1) year from the date of acceptance by CITY, which acceptance shall be given only after acceptance by DISTRICT as provided in Section 8. It is further agreed that CITY shall cause the IRWD FACILITIES to be brought or restored to full compliance with the requirements of the Plans and Specifications, including any test requirements, for any portions of the IRWD FACILITIES which during said one (1) year period are found not to be in conformance with the provisions of the Plans and Specifications. This guarantee is in addition to any and all other warranties, express or implied, from CITY's contractors or material manufacturers, with respect to the IRWD FACILITIES. The guarantee and obligations under this section shall in no way be relieved by DISTRICT's inspection and/or acceptance of the IRWD FACILITIES. This section sets forth the entire guarantee and warranty of CITY with respect to the IRWD FACILITIES. The express or implied warranties of other persons with respect to IRWD FACILITIES shall in no way be limited by the guarantee and warranty of CITY contained in this section. If requested by DISTRICT, CITY agrees to assign to DISTRICT the contractor's guarantee and/or any other guarantees or warranties relating to the IRWD FACILITIES.

**SECTION 11. INDEMNIFICATION.** CITY shall indemnify, defend and hold DISTRICT, its officers, agents, employees, and engineers 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 during construction of the IRWD FACILITIES as a result of any work or action performed by CITY or on behalf of CITY, save and except to the extent such expense, liability or claim is proximately caused in whole or in part by any act, omission, or negligence of DISTRICT, its officers, agents, employees or engineers or by any act or omission for which DISTRICT, its officers, agents, employees or engineers are liable without fault.

DISTRICT shall indemnify, defend and hold CITY, 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 acts performed by DISTRICT, its officers, agents, or employees, with respect to the IRWD FACILITIES construction; or (ii) following DISTRICT acceptance of the IRWD FACILITIES, with respect to maintenance and operation of the IRWD FACILITIES, save and except to the extent such expense, liability or claim is proximately caused in whole or in part by any negligence of CITY, its officers, agents, employees or engineers, or by any act or omission for which CITY, its officers, agents, employees or engineers are liable without fault.

**SECTION 12. INSURANCE AND BONDING.** CITY shall cause its contractor(s) to provide performance and payment bonds for the construction of the Project including the IRWD FACILITIES and to obtain insurance coverage sufficiently broad to insure the matters set forth in this Agreement and to include DISTRICT, its officers, agents, employees and engineers, as additional insureds on all insurance policies that CITY requires its contractor(s) to provide. As evidence of such insurance coverage, CITY shall, prior to commencement of construction of the IRWD FACILITIES, provide DISTRICT with certificates of insurance and insurance endorsements from CITY's contractor(s) in a form acceptable to DISTRICT.

**SECTION 13. TERMINATION.** DISTRICT shall have the right to terminate this Agreement at any time, subject to the provisions of this section, by providing five (5) business days' prior written notice to CITY, except as noted in Section 3. If at the request or direction of a party other than CITY, the construction of the IRWD FACILITIES is not accomplished or completed, DISTRICT shall remain obligated for the actual amount of the Costs incurred by CITY to the date of termination.

If CITY's Project is canceled or modified so as to eliminate the necessity of the construction of the IRWD FACILITIES, CITY shall have the right to terminate this Agreement and thereby terminate its obligation to construct the IRWD FACILITIES, by providing five (5) business days' prior written notice to DISTRICT. In such case, DISTRICT will not be obligated for any design or any other Costs incurred by CITY. If IRWD elects to construct the IRWD FACILITIES, DISTRICT may, but shall not be obligated to, acquire the design or other work from CITY by separate 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 twenty-four (24) hours after being deposited in the U.S. Mail, postage prepaid, registered or certified and addressed as follows:

DISTRICT:	Irvine Ranch Water District 15600 Sand Canyon Avenue P.O. Box 57000 Irvine, CA 92619-7000 Attn: General Manager
CITY:	City of Irvine 6427 Oak Canyon, Bldg. 1 Irvine, CA 92618 Attn: Reza Jafari, Associate Engineer

SECTION 15. SUCCESSORS AND ASSIGNS; INTEGRATION; AMENDMENT. This Agreement shall be binding upon and inure to the benefit of the successor and assigns of CITY and DISTRICT. This Agreement constitutes the entire Agreement between CITY and DISTRICT and supersedes all prior understandings and agreements between the parties with respect to the subjects hereof. This Agreement may be modified only in writing signed by both parties hereto.

SECTION 16. LEGAL FEES. In the event of any declaratory or other legal or equitable action instituted between CITY and DISTRICT in connection with this 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. DEEMED APPROVAL. 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 18. 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 19. APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**SECTION 20. 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.

IN WITNESS WHEREOF, the parties to the Agreement have executed this Agreement on the date herein above written.

IRVINE RANCH WATER DISTRICT

By \_\_\_\_\_  
Paul Cook, General Manager

Dated \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Secretary/Assistant Secretary

Dated \_\_\_\_\_

APPROVED AS TO FORM:

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

Dated \_\_\_\_\_

CITY OF IRVINE  
A Municipal Corporation

By \_\_\_\_\_  
Sean Joyce  
City Manager of the City of Irvine

Dated \_\_\_\_\_

By \_\_\_\_\_  
Manuel Gomez  
Director of Public Works

Dated \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Sharie Apodaca  
City Clerk of the City of Irvine

Dated \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Phil Kohn  
City Attorney of the City of Irvine

Dated \_\_\_\_\_

## EXHIBIT "A"

REIMBURSEMENT AGREEMENT BETWEEN IRVINE RANCH WATER DISTRICT (IRWD)  
AND THE CITY OF IRVINE  
FOR  
STREET REHABILITATION AND SLURRY SEAL, BID NO. 14-1003

### ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	EXTENDED AMOUNT
A-1	INSTALL NEW IRWD WATER VALVE FRAME AND COVER TO GRADE	595	EA	\$ 600.00	\$ 357,000.00
A-2	INSTALL NEW IRWD RECLAIM WATER VALVE FRAME AND COVER TO GRADE	45	EA	\$ 600.00	\$ 27,000.00
A-3	INSTALL NEW IRWD SEWER CLEANOUT FRAME AND COVER TO GRADE	15	EA	\$ 600.00	\$ 9,000.00
A-4	ADJUST EXISTING IRWD SEWER MANHOLE FRAME AND COVER TO GRADE	345	EA	\$ 600.00	\$ 207,000.00
<b>TOTAL CONSTRUCTION ESTIMATE</b>					<b>\$ 600,000.00</b>
<b>4% ADMINISTRATION FEE PER SECTION 5 OF AGREEMENT</b>					<b>\$ 24,000.00</b>
<b>TOTAL COSTS</b>					<b>\$ 624,000.00</b>

**IRVINE RANCH WATER DISTRICT**  
Expenditure Authorization

**Project Name:** 2014 IRVINE ANNUAL ST REHAB, DW  
**EPMS Project No:** 11761 **EA No:** 1  
**Oracle Project No:** 5150  
**Project Manager:** CORTEZ, MALCOLM  
**Project Engineer:** LEW, KELLY  
**Request Date:** March 3, 2014

**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>	\$0
<b>This Request:</b>	\$464,200
<b>Total EA Requests:</b>	\$464,200
<b>Previously Approved Budget:</b>	\$0
<b>Budget Adjustment Requested this EA:</b>	\$464,200
<b>Updated Budget:</b>	\$464,200
<b>Budget Remaining After This EA</b>	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - CA&I IRWD	20,000	0	20,000	20,000	0	20,000	7/14	6/15
CONSTRUCTION	400,000	0	400,000	400,000	0	400,000	7/14	6/15
LEGAL	2,000	0	2,000	2,000	0	2,000	7/14	6/15
Contingency - 10.00% Subtotal	\$42,200	\$0	\$42,200	\$42,200	\$0	\$42,200		
<b>Subtotal (Direct Costs)</b>	<b>\$464,200</b>	<b>\$0</b>	<b>\$464,200</b>	<b>\$464,200</b>	<b>\$0</b>	<b>\$464,200</b>		
Estimated G/A - 170.00% of direct labor*	\$34,000	\$0	\$34,000	\$34,000	\$0	\$34,000		
<b>Total</b>	<b>\$498,200</b>	<b>\$0</b>	<b>\$498,200</b>	<b>\$498,200</b>	<b>\$0</b>	<b>\$498,200</b>		
Direct Labor	\$20,000	\$0	\$20,000	\$20,000	\$0	\$20,000		

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

EA Originator: Christan Kessler KHL 3/3/14  
 Department Director: Karin L. Burton 3/4/14  
 Finance: [Signature] 3/7/14  
 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 \$505 additional documents, if any, which are hereby incorporate project is made under Treasury Regulation Section 1.150-2 is further described in the attached staff report and official intent to reimburse costs of the above-captioned

# IRVINE RANCH WATER DISTRICT

## Expenditure Authorization

**Project Name:** 2014 IRVINE ANNUAL ST REHAB, SEWER  
**EPMS Project No:** 21761 **EA No:** 1  
**Oracle Project No:** 5151  
**Project Manager:** CORTEZ, MALCOLM  
**Project Engineer:** LEW, KELLY  
**Request Date:** March 3, 2014

**ID Split:** Miscellaneous

### Improvement District (ID) Allocations

**ID No.** **Allocation %** **Source of Funds**

210	100.0	REPLACEMENT FUND**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$277,200
<b>Total EA Requests:</b>	<b>\$277,200</b>
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$277,200
<b>Updated Budget:</b>	<b>\$277,200</b>
<b>Budget Remaining After This EA</b>	<b>\$0</b>

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - CA&I IRWD	10,000	0	10,000	10,000	0	10,000	7/14	6/15
CONSTRUCTION	240,000	0	240,000	240,000	0	240,000	7/14	6/15
LEGAL	2,000	0	2,000	2,000	0	2,000	7/14	6/15
Contingency - 10.00% Subtotal	\$25,200	\$0	\$25,200	\$25,200	\$0	\$25,200		
<b>Subtotal (Direct Costs)</b>	<b>\$277,200</b>	<b>\$0</b>	<b>\$277,200</b>	<b>\$277,200</b>	<b>\$0</b>	<b>\$277,200</b>		
Estimated G/A - 170.00% of direct labor*	\$17,000	\$0	\$17,000	\$17,000	\$0	\$17,000		
<b>Total</b>	<b>\$294,200</b>	<b>\$0</b>	<b>\$294,200</b>	<b>\$294,200</b>	<b>\$0</b>	<b>\$294,200</b>		
Direct Labor	\$10,000	\$0	\$10,000	\$10,000	\$0	\$10,000		

\*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:** Christina Kessler KNL 3/13/14  
**Department Director:** Ravis L. Burt 3/4/14  
**Finance:** [Signature] 3/7/14  
**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 \$ \_\_\_\_\_ of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.15

# IRVINE RANCH WATER DISTRICT

## Expenditure Authorization

**Project Name:** 2014 IRVINE ANNUAL ST REHAB, RW  
**EPMS Project No:** 31761    **EA No:** 1  
**Oracle Project No:** 5152  
**Project Manager:** CORTEZ, MALCOLM  
**Project Engineer:** LEW, KELLY  
**Request Date:** March 3, 2014

**ID Split:** Miscellaneous  
**Improvement District (ID) Allocations**  

ID No.	Allocation %	Source of Funds
210	100.0	REPLACEMENT FUND**
<b>Total</b>	<b>100.0%</b>	

### Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$39,600
<b>Total EA Requests:</b>	<b>\$39,600</b>
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$39,600
<b>Updated Budget:</b>	<b>\$39,600</b>
<b>Budget Remaining After This EA</b>	<b>\$0</b>

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - CA&I IRWD	5,000	0	5,000	5,000	0	5,000	7/14	6/15
CONSTRUCTION	30,000	0	30,000	30,000	0	30,000	7/14	6/15
LEGAL	1,000	0	1,000	1,000	0	1,000	7/14	6/15
Contingency - 10.00% Subtotal	\$3,600	\$0	\$3,600	\$3,600	\$0	\$3,600		
<b>Subtotal (Direct Costs)</b>	<b>\$39,600</b>	<b>\$0</b>	<b>\$39,600</b>	<b>\$39,600</b>	<b>\$0</b>	<b>\$39,600</b>		
Estimated G/A - 170.00% of direct labor*	\$8,500	\$0	\$8,500	\$8,500	\$0	\$8,500		
<b>Total</b>	<b>\$48,100</b>	<b>\$0</b>	<b>\$48,100</b>	<b>\$48,100</b>	<b>\$0</b>	<b>\$48,100</b>		
Direct Labor	\$5,000	\$0	\$5,000	\$5,000	\$0	\$5,000		

\*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:** Christian Kessler KNL    3/3/14  
**Department Director:** Kevin L. Burt    3/4/14  
**Finance:** [Signature]    3/7/14  
**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 \$50, additional documents, if any, which are hereby incorporate project is made under Treasury Regulation Section 1.150-2.



March 24, 2014  
Prepared by: M. Cortez  
Submitted by: K. Burton  
Approved by: Paul Cook

## CONSENT CALENDAR

### SAN JOAQUIN MARSH CAMPUS PAVING PROJECT

#### SUMMARY:

This project will install asphaltic concrete paving and drainage improvements in the main parking lot of the San Joaquin Marsh Campus and a portion of the entrance driveway to the adjacent overflow parking lot. Half of the costs for the paving and related improvements will be shared by the San Joaquin Wildlife Sanctuary, as approved at its January Board meeting. Staff recommends that the Board:

- Authorize the addition of Project 11788 to the FY 2013-14 Capital Budget in the amount of \$231,000; and
- Approve an Expenditure Authorization in the amount of \$80,300 for the San Joaquin Marsh Campus Paving, Project 11788.

#### BACKGROUND:

The existing main parking lot of the San Joaquin Marsh Campus is composed of loose gravel, while the walking paths between buildings and the fire access roadway are composed of decomposed granite. These materials were originally selected for use at the Campus to match the aesthetics of the San Joaquin Marsh. Portions of the parking lot and walking paths to the Campus have degraded over time and an area of the parking lot was recently paved with asphaltic concrete (AC) to improve access to the Campus for handicapped visitors. Campus tenants and visitors have related positive comments on the pavement improvements.

The proposed paving project will install AC pavement and striping in the main parking lot and on the entrance driveway to the adjacent overflow parking lot. A site map is attached as Exhibit "A". The paving work will require the construction of drainage improvements to collect storm water runoff that comes from Riparian View and the paved parking lot and ultimately deliver runoff into the marsh. Grated drain inlets will catch the flow, which will then be directed to the pond adjacent to the overflow parking area. Finished pavement grades of the parking lot will slope away from the Campus restroom building and a grated inlet will be installed in the center of the lot to collect runoff. The inlet will connect to the existing drainage system at the Campus, which terminates in the marsh.

#### Design Consultant Selection:

Staff requested a proposal from APD Consultants, Inc. for the engineering design. APD recently completed the design of the District's Miscellaneous Sewer Improvements at Jamboree Center project and has experience with similar parking and drainage projects. APD's proposal, attached as Exhibit "B", includes a fee of \$28,720 which staff determined to be reasonable. If the action recommended in this item is approved by the Board, a Professional Services Agreement will be executed with APD in the amount of \$28,720 under the authority of the General Manager.

Schedule:

The Duck Club is regularly closed to the public during the last three weeks in August for annual maintenance activities. Construction of this project is planned to coincide with this time frame to minimize disruptions to the Campus. A tentative project schedule is as follows:

Design	April 1 to 30
Bid Advertisement	May 1
Bid Opening	May 22
Construction Award	June 9
Construction	August 10 to 31

FISCAL IMPACTS:

Project 11788 (5226) is not included in the FY 2013-14 Capital Budget. Staff requests the addition of the project to the FY 2013-14 Capital Budget and approval of an Expenditure Authorization in the amount shown in the table below and in Exhibit "B". On January 29, 2014, the San Joaquin Wildlife Sanctuary Board authorized funding half the costs for the paving and related improvements.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11788 (5226)	\$-0-	\$231,000	\$231,000	\$-0-	\$80,300	\$80,300

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 will be prepared and filed with the County of Orange.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on March 18, 2014.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE ADDITION OF PROJECT 11788 (5226) TO THE FY 2013-14 CAPITAL BUDGET IN THE AMOUNT OF \$231,000 AND APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$80,300 FOR THE SAN JOAQUIN MARSH CAMPUS PAVING, PROJECT 11788 (5226).

LIST OF EXHIBITS:

- Exhibit "A" – San Joaquin Marsh Campus Site Map
- Exhibit "B" – APD Consultants, Inc. Proposal
- Exhibit "C" – Expenditure Authorization



EXHIBIT "A"

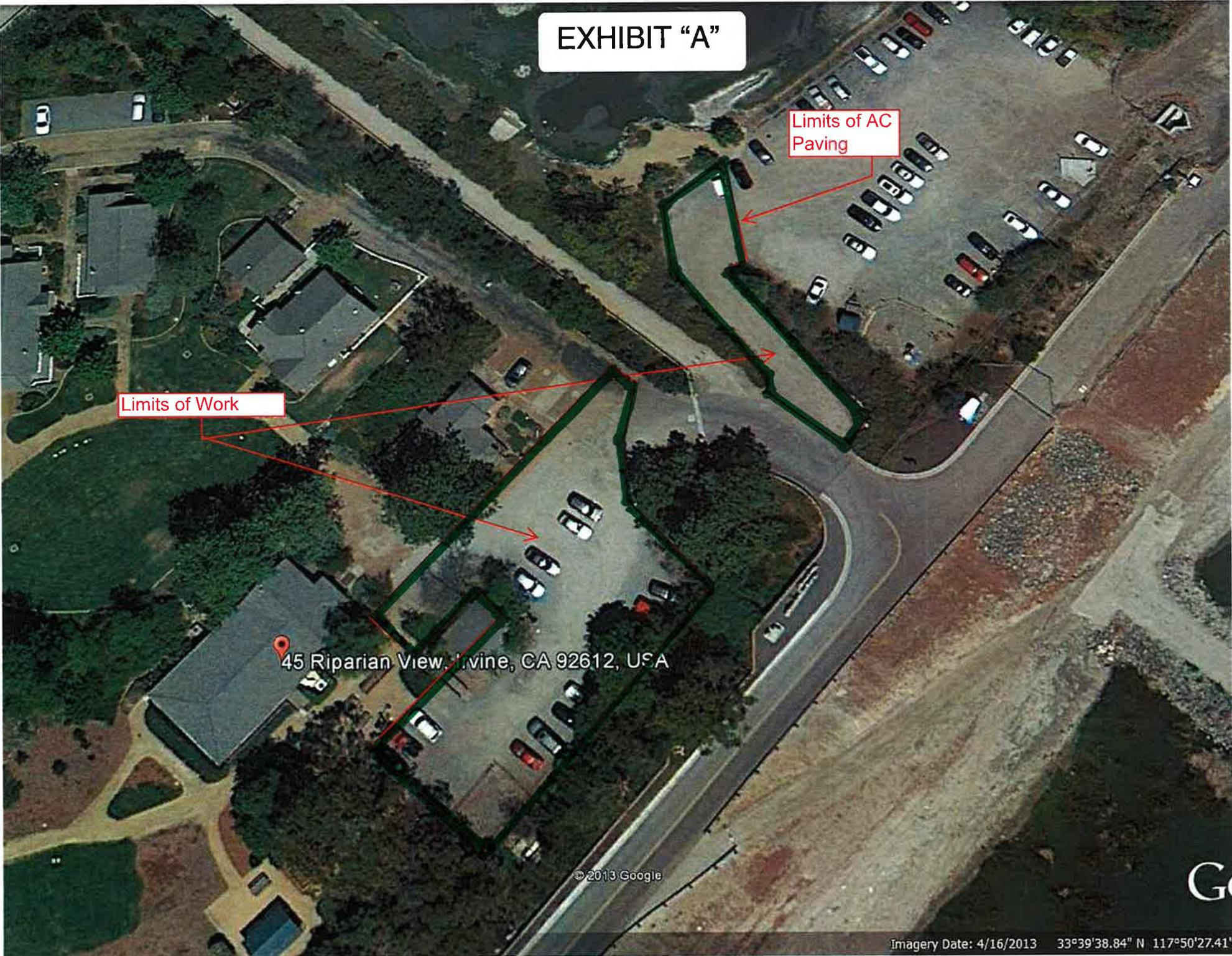
Limits of AC Paving

Limits of Work

45 Riparian View, Irvine, CA 92612, USA

© 2013 Google

Imagery Date: 4/16/2013 33°39'38.84" N 117°50'27.41" W





# EXHIBIT "B"



March 05, 2014

P- 14025

Mr. Malcolm A. Cortez, P.E.  
Principal Engineer  
Irvine Ranch Water District  
3512 Michelson Drive  
Irvine, CA 92612

**Re: San Joaquin Campus Paving**

Dear Mr. Cortez:

APD Consultants, Inc. (APD) is very pleased to respond to your Request for Proposal for providing engineering services at the above mentioned project.

APD is a certified Small Business Enterprise (SBE) company with the State of California, Department of General Services and with a coalition of Southern California Public Agencies.

APD has a working relationship with IRWD and knows the District's staff and criteria, thus eliminating the learning curve.

Currently, APD is on the On-Call Professional Civil Engineering list in the City of Irvine, City of Lake Forest, City of San Juan Capistrano, Port of Long Beach, City of Culver City, City of Yucaipa, and the County of Orange. APD is working with different public agencies and has the experience and the personnel to accomplish the work in a timely manner and on budget.

In that regard, please find enclosed our **proposal** for your review. We trust you will find the **Scope of Services** comprehensive and related **Fee** acceptable.

Should you need any further information, please call APD directly at (949) 336-6336, or at my cell phone (714) 488-2240.

Sincerely,

**APD Consultants, Inc.**

A handwritten signature in blue ink, appearing to read "Robbie Mahmood", with a small dot at the end of the line.

Robbie Mahmood, P.E.  
Principal

**B-1**

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Scope</b> <ul style="list-style-type: none"><li>I. Project Description</li><li>II. Scope of Work</li></ul>
<b>Section 2</b>	<b>Fee Summary</b>

## Section 1- SCOPE

### I. PROJECT DESCRIPTION

This project will entail paving of existing parking lot and diverting the drainage away from existing residences at San Joaquin Campus, located at 45 Riparian View, Irvine, CA.

### II. SCOPE OF WORK

Our understanding of the scope based on our field visit and phone discussions, will include design and construction administration phase services. Work will consist of:

#### A. Final Design Phase

##### 1. Construction Drawings

- 1) Title Sheet
- 2) General Notes, Construction Notes & Detail Sheet.
- 3) Precise Grading and Drainage Plans for the parking lot (2 sheets). Limits of scope are outlined in the attached exhibit 1. The plans to show new curbs, asphalt paving, and grate inlets to collect drainage water and divert them away from the residences.

**Topographic survey files for the subject area, in AutoCAD format, to be furnished by the Client.**

##### 4) Erosion Control Plan

2. Team Meetings – There will be a kick-off meeting and two meetings to review the 75% and 100% plan submittal with IRWD for a total of three meetings.

##### 3. Project Deliverables –

- a. APD will submit three (3) full-size copies (bond) at 75 and 100 percent completion levels. This submittal will include a final set of plans for the entire project.
- b. Stamped and signed reproducible plans (mylars), bond paper set of final plans will be submitted for IRWD signatures. APD's Project Manager will attend the meeting for IRWD signatures to explain the

# APD CONSULTANTS, INC.

project and answer questions. An updated engineer's estimate will be submitted with the final plans.

- c. APD will Prepare detailed construction drawings in AutoCAD 2012 using IRWD's title block. Each plan sheet will be on IRWD standard 24-inch x 36-inch sheet. The final AutoCAD electronic files will be submitted to IRWD on Compact Disc. The final construction drawings will be submitted as a single full-sized PDF file on a separate Compact Disc. APD will prepare the sheets in conformance with IRWD Standards.
4. Opinion of Probable Construction Cost Estimate – APD will provide an itemized construction cost estimate at the 100 percent design completion level.

## **B. Construction Administration Phase**

During the Construction Phase, the followings will be provided:

1. Project Meetings – APD Project Manager will attend pre-construction meeting. Estimated two (2) hours.
2. Contractor's Request for Information (RFI) – respond to approximately two (2) RFI's. Estimated two (2) hours of APD Project Manager's time.
3. Minor Plan Revisions – Four (4) hours of staff time for minor plan revisions to construction drawings.
4. Site Visit – One (1) site visit, estimated two (2) hours, during construction.
5. Prepare record drawings on 24" x 36" mylars at construction completion, using Contractor's and District's Inspector's red-lines. Deliver final record drawing mylars, reissued signed mylars (as needed), AutoCAD electronic files, and one color PDF file of the entire construction plan set.

### **Diverting Offsite Storm Water to San Joaquin Marsh (Optional Item)**

If requested by IRWD, APD will prepare Drainage Plans, in plan-view format, (maximum 2 sheets) for diverting the offsite water at the driveway entry to San Joaquin March (limits are shown in the attached Exhibit 2). Plans to show grate inlets, storm drain pipes, pipe inverts and existing grade elevations, in addition to details of the pipe discharging into the Marsh.

**Topographic survey files for the subject area, in AutoCAD format, to be furnished by the Client.**

**EXHIBIT 1**

Limits of Work

Limits of AC Paving

45 Riparian View, Irvine, CA 92612, USA

© 2013 Google

**B-5**

Imagery Date: 4/16/2013 33°39'38.84" N 117°50'27.41" W



EXHIBIT 2



Discharge location

Proposed inlet

Proposed storm drain pipes.

Proposed inlet

45 Riparian View, Irvine, CA 92612, USA

Contributory area to be discharged into the Marsh

© 2013 Google

B-6

Imagery Date: 4/16/2013 33°39'38.74" N 117°50'27.13" W

**IRVINE RANCH WATER DISTRICT**  
**San Joaquin Campus Paving**  
**FEE SUMMARY**



TASK DESCRIPTION	Project Manager	Project Engineer	CAD Drafter	ADMIN	TOTAL HOURS	AMOUNT
	\$150	\$125	\$95	\$60		
<b>A. FINAL DESIGN PHASE</b>						
1. Preparation and Submittal of 75% Plans	10	44	54	2	110	\$12,250.00
2. Preparation and Submittal of 100% Plans	2	14	20		36	\$3,950.00
3. Engineer's Cost Estimate	6				6	\$900.00
4. Client Meetings and Coordination	6				6	\$900.00
<b>Subtotal - Phase A</b>	<b>24</b>	<b>58</b>	<b>74</b>	<b>2</b>	<b>158</b>	<b>\$18,000.00</b>
<b>B. CONSTRUCTION ADMINISTRATION PHASE</b>						
1. Attend Pre-Construction Meeting (including travel time)	2				2	\$300.00
2. Respond to Contractor's RFIs	2				2	\$300.00
3. Minor Plan Revisions		2	2		4	\$440.00
4. Site Visit (including travel time)	2				2	\$300.00
5. Preparation of Record Drawings		2	2		4	\$440.00
<b>Subtotal - Phase B</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>14</b>	<b>\$1,780.00</b>
Direct Costs						\$600.00
<b>PROJECT TOTAL</b>	<b>30</b>	<b>62</b>	<b>78</b>	<b>2</b>	<b>172</b>	<b>\$20,380.00</b>

<b>OPTIONAL SERVICES (Diverting Offsite Stormwater)</b>						
1. Preparation and Submittal of 75% Plans	4	18	28	1	51	\$5,570.00
2. Preparation and Submittal of 100% Plans	2	8	8	1	19	\$2,120.00
3. Engineer's Cost Estimate	4				4	\$600.00
<b>Subtotal - Optional Services</b>	<b>10</b>	<b>26</b>	<b>36</b>	<b>2</b>	<b>74</b>	<b>\$8,290.00</b>
Direct Costs						\$50.00
<b>Optional Services TOTAL</b>	<b>10</b>	<b>26</b>	<b>36</b>	<b>2</b>	<b>74</b>	<b>\$8,340.00</b>

<b>Project Total Including Optional Services</b>	<b>\$28,720.00</b>
--	--------------------



**IRVINE RANCH WATER DISTRICT**

**Expenditure Authorization**

Project Name: SJM CAMPUS PAVING  
 EPMS Project No: 11788 EA No: 1  
 Oracle Project No: 5226  
 Project Manager: CORTEZ, MALCOLM  
 Project Engineer: MURPHY, ALEXANDER  
 Request Date: March 6, 2014

ID Split: Regional Water Split with LAWD (11/08)  
 Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
112	3.6	BONDS YET TO BE SOLD**
113	4.4	BONDS YET TO BE SOLD**
115	6.2	CAPITAL FUND
121	12.8	BONDS YET TO BE SOLD**
130	10.0	BONDS YET TO BE SOLD**
135	16.2	PREVIOUSLY SOLD BONDS
140	3.5	BONDS YET TO BE SOLD**
150	26.1	BONDS YET TO BE SOLD**
153	2.9	BONDS YET TO BE SOLD**
154	1.2	BONDS YET TO BE SOLD**
161	6.7	BONDS YET TO BE SOLD**
182	2.5	BONDS YET TO BE SOLD**
184	2.3	BONDS YET TO BE SOLD**
186	.8	BONDS YET TO BE SOLD**
188	.8	BONDS YET TO BE SOLD**
<b>Total</b>	<b>100.0%</b>	

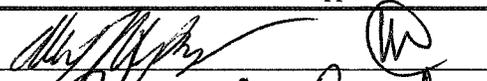
**Summary of Direct Cost Authorizations**

Previously Approved EA Requests:	\$0
<b>This Request:</b>	<b>\$80,300</b>
<b>Total EA Requests:</b>	<b>\$80,300</b>
Previously Approved Budget:	\$0
<b>Budget Adjustment Requested this EA:</b>	<b>\$231,000</b>
<b>Updated Budget:</b>	<b>\$231,000</b>
<b>Budget Remaining After This EA</b>	<b>\$150,700</b>

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	5,000	0	5,000	5,000	0	5,000	3/14	6/14
ENGINEERING DESIGN - OUTSIDE	65,000	0	65,000	65,000	0	65,000	4/14	6/14
DESIGN STAFF FIELD SUPPORT	2,000	0	2,000	2,000	0	2,000	4/14	6/14
ENGINEERING - CA&I IRWD	0	0	0	5,000	0	5,000	7/14	10/14
ENGINEERING - CA&I OUTSIDE	0	0	0	15,000	0	15,000	8/14	10/14
CONSTRUCTION FIELD SUPPORT	0	0	0	2,000	0	2,000	8/14	10/14
CONSTRUCTION	0	0	0	115,000	0	115,000	8/14	10/14
LEGAL	1,000	0	1,000	1,000	0	1,000	3/14	10/14
Contingency - 10.00% Subtotal	\$7,300	\$0	\$7,300	\$21,000	\$0	\$21,000		
<b>Subtotal (Direct Costs)</b>	<b>\$80,300</b>	<b>\$0</b>	<b>\$80,300</b>	<b>\$231,000</b>	<b>\$0</b>	<b>\$231,000</b>		
Estimated G/A - 170.00% of direct labor*	\$11,900	\$0	\$11,900	\$23,800	\$0	\$23,800		
<b>Total</b>	<b>\$92,200</b>	<b>\$0</b>	<b>\$92,200</b>	<b>\$254,800</b>	<b>\$0</b>	<b>\$254,800</b>		
Direct Labor	\$7,000	\$0	\$7,000	\$14,000	\$0	\$14,000		

\*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:  3/7/14  
 Department Director:  3/7/14  
 Finance:  3/13/14  
 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 \$260,000. 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.



March 24, 2014

Prepared by: Gretchen Ronin

Submitted by: Jenny Roney

Approved by: Paul Cook

## CONSENT CALENDAR

### PROPOSED CHANGES TO SALARY GRADE SCHEDULE FOR THE GENERAL EMPLOYEES UNIT

#### SUMMARY:

On February 10, 2014, the Irvine Ranch Water District Board of Directors approved the agreement reached between IRWD and the Irvine Ranch Water District Employees' Association (IRWDEA). In conjunction with that agreement, employees in the unit will receive a 0.63% (retroactive) Cost of Living Adjustment and the Salary Grade Schedule for the General Employees' Unit will be update to reflect ranges adjusted by the same amount.

Staff is recommending that the Board approve the adjustments to the Salary Grade Schedule for eligible represented positions.

#### BACKGROUND:

The salary grade ranges were adjusted December 1, 2013 for unrepresented positions. This change was based on the Board-approved Cost of Living Adjustment.

Changes to the Salary Grade Schedule for the classifications in the General Employees' Unit are based on the agreement reached between IRWD and IRWDEA. The impact to the Salary Grade Schedule for the General Employees' Unit is detailed in Exhibit "A".

#### FISCAL IMPACTS:

Fiscal impacts of the COLA have already been presented to the Board.

#### ENVIRONMENTAL COMPLIANCE:

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

#### COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on March 4, 2014.

#### RECOMMENDATION:

THAT THE BOARD APPROVE OF A 0.63% INCREASE TO THE SALARY GRADE RANGES FOR THE GENERAL EMPLOYEES' UNIT, EFFECTIVE RETROACTIVELY TO DECEMBER 1, 2013, AND TO ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION 2014-

RESOLUTION OF THE BOARD OF DIRECTORS  
OF IRVINE RANCH WATER DISTRICT, RESCINDING  
RESOLUTION NO. 2013-51 AND ESTABLISHING  
A REVISED SCHEDULE OF POSITIONS AND SALARY  
RATE RANGES

LIST OF EXHIBITS:

- Exhibit "A" – Revised Salary Grade Schedule for General Employees' Unit positions
- Exhibit "B" – Resolution

**IRVINE RANCH WATER DISTRICT**  
**SALARY GRADE SCHEDULE**  
**GENERAL EMPLOYEES' UNIT**

December 1, 2013

<b><u>NON-EXEMPT</u></b>	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>	<b><u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u></b>
SALARY GRADE 1.N	\$2604	\$3228	\$3389
SALARY GRADE 2.N	\$2661	\$3317	\$3483
SALARY GRADE 3.N	\$2717	\$3408	\$3579
SALARY GRADE 4.N	\$2766	\$3507	\$3682
SALARY GRADE 5.N	\$2828	\$3604	\$3785
SALARY GRADE 6.N Office Assistant Mail Coordinator	\$2885	\$3709	\$3894
SALARY GRADE 7.N	\$2942	\$3812	\$4003
SALARY GRADE 8.N	\$3007	\$3922	\$4118
SALARY GRADE 9.N	\$3065	\$4029	\$4231
SALARY GRADE 10.N	\$3127	\$4139	\$4345
SALARY GRADE 11.N Material Control Clerk I Maintenance Apprentice Utility Worker	\$3188	\$4246	\$4456
SALARY GRADE 12.N	\$3251	\$4370	\$4589
SALARY GRADE 13.N Customer Service Specialist I Support Specialist	\$3312	\$4495	\$4721

<u>NON-EXEMPT</u> SALARY GRADE 14.N	<u>MINIMUM</u> \$3386	<u>MAXIMUM</u> \$4622	<u>EXCEPTIONAL</u> <u>PERFORMANCE</u> <u>TOP OF RANGE</u> \$4853
SALARY GRADE 15.N Office Specialist Collection Systems Technician I	\$3459	\$4745	\$4982
SALARY GRADE 16.N Accounting Clerk Customer Service Field Technician Metering Systems Technician I Water Maintenance Technician I Laboratory Analyst	\$3540	\$4877	\$5121
SALARY GRADE 17.N Customer Service Specialist II	\$3616	\$4999	\$5249
SALARY GRADE 18.N Material Control Clerk II Senior Support Specialist	\$3695	\$5134	\$5391
SALARY GRADE 19.N Senior Office Specialist Purchasing Coordinator	\$3779	\$5264	\$5528
SALARY GRADE 20.N Senior Accounting Clerk Engineering Technician I Operator I Maintenance Mechanic Collection Systems Technician II	\$3880	\$5433	\$5706
SALARY GRADE 21.N Customer Service Specialist III Senior Customer Service Field Technician Collection Systems CCTV Technician II	\$3990	\$5598	\$5879
SALARY GRADE 22.N Sr. Purchasing Coordinator Metering Systems Tech. II Water Maintenance Technician II Facilities Services Technician Vehicle/Equipment Mechanic Recycled Water Specialist	\$4100	\$5774	\$6064
SALARY GRADE 23.N	\$4208	\$5949	\$6246

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
Construction Inspector I			
SALARY GRADE 24.N Buyer Cross Connection Specialist Wetlands Specialist Water Use Efficiency Specialist	\$4327	\$6135	\$6442
SALARY GRADE 25.N Engineering Technician II Senior Facilities Services Technician Senior Collection Systems Technician Senior Collection Systems CCTV Technician	\$4441	\$6324	\$6641
SALARY GRADE 26.N Executive Assistant Metering Systems Tech. III Water Maintenance Technician III Scientist	\$4578	\$6512	\$6837
SALARY GRADE 27.N Accountant Risk Analyst Senior Vehicle/Equipment Maintenance Mechanic Operator II Senior Maintenance Mechanic Senior Recycled Water Specialist	\$4711	\$6703	\$7038
SALARY GRADE 28.N Construction Inspector II Automation Technician Landscape Contracts Administrator Electrical Technician Instrumentation Technician	\$4849	\$6902	\$7248
SALARY GRADE 29.N Public Affairs Specialist Senior Buyer Engineering Technician III Senior Wetlands Specialist Operator III Lead Maintenance Mechanic Recycled Water Project Specialist Senior Water Use Efficiency Specialist	\$4993	\$7103	\$7458
SALARY GRADE 30.N	\$5144	\$7313	\$7679

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
Senior Electrical Technician Senior Instrumentation Technician			
SALARY GRADE 31.N Treasury Analyst Information Services Coordinator Construction Inspector III Senior Scientist Water Use Efficiency Analyst	\$5296	\$7533	\$7909
SALARY GRADE 32.N Automation Specialist	\$5449	\$7756	\$8144
SALARY GRADE 33.N Operations Coordinator	\$5608	\$7981	\$8380
SALARY GRADE 34.N	\$5774	\$8202	\$8613
SALARY GRADE 35.N	\$5948	\$8448	\$8871

*Effective Date* 12/1/13

**IRVINE RANCH WATER DISTRICT**  
**SALARY GRADE SCHEDULE**  
**GENERAL EMPLOYEES' UNIT**

December 1, 2013

<b><u>EXEMPT</u></b>	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>	<b><u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u></b>
SALARY GRADE 1.E	\$4187	\$5380	\$5648
SALARY GRADE 2.E	\$4326	\$5588	\$5868
SALARY GRADE 3.E	\$4466	\$5797	\$6087
SALARY GRADE 4.E	\$4605	\$6019	\$6320
SALARY GRADE 5.E	\$4745	\$6242	\$6555
SALARY GRADE 6.E	\$4908	\$6484	\$6809
SALARY GRADE 7.E	\$5066	\$6724	\$7059
SALARY GRADE 8.E	\$5230	\$6986	\$7336
SALARY GRADE 9.E	\$5389	\$7242	\$7604
SALARY GRADE 10.E Analyst Assistant Engineer	\$5570	\$7517	\$7893
SALARY GRADE 11.E Laboratory QA/QC	\$5748	\$7795	\$8185
SALARY GRADE 12.E Programmer/Analyst Energy Analyst	\$5935	\$8094	\$8497
SALARY GRADE 13.E Right of Way & Real Property Manager Automation Programmer	\$6126	\$8388	\$8806

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 14.E Associate Engineer	\$6326	\$8712	\$9146
SALARY GRADE 15.E	\$6526	\$9037	\$9487
SALARY GRADE 16.E	\$6744	\$9379	\$9848
SALARY GRADE 17.E Engineer	\$6960	\$9724	\$10209
SALARY GRADE 18.E Water Resources Manager	\$7184	\$10094	\$10598
SALARY GRADE 19.E	\$7413	\$10467	\$10991
SALARY GRADE 20.E	\$7643	\$10854	\$11397
SALARY GRADE 21.E	\$7876	\$11246	\$11809
SALARY GRADE 22.E	\$8129	\$11664	\$12249
SALARY GRADE 23.E	\$8387	\$12087	\$12692
SALARY GRADE 24.E	\$8614	\$12574	\$13202
SALARY GRADE 25.E	\$8880	\$13050	\$13701
SALARY GRADE 26.E	\$9285	\$13739	\$14426
SALARY GRADE 27.E	\$9711	\$14467	\$15190
SALARY GRADE 28.E	\$10157	\$15229	\$15991
SALARY GRADE 29.E	\$10620	\$16035	\$16837
SALARY GRADE 30.E	\$11111	\$16886	\$17730
SALARY GRADE 31.E	<del>\$11663</del>	\$17844	\$18736

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 32.E	\$12248	\$18861	\$19804
SALARY GRADE 33.E	\$12857	\$19931	\$20928
SALARY GRADE 34.E	\$13502	\$21063	\$22115

*Effective Date 12/1/13*

**IRVINE RANCH WATER DISTRICT**  
**SALARY GRADE SCHEDULE**  
**UNREPRESENTED POSITIONS**  
December 1, 2013

<b><u>NON-EXEMPT</u></b>	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>	<b><u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u></b>
SALARY GRADE U1.N	\$2604	\$3228	\$3389
SALARY GRADE U2.N	\$2661	\$3317	\$3483
SALARY GRADE U3.N	\$2717	\$3408	\$3579
SALARY GRADE U4.N	\$2766	\$3507	\$3682
SALARY GRADE U5.N	\$2828	\$3604	\$3785
SALARY GRADE U6.N	\$2885	\$3709	\$3894
SALARY GRADE U7.N	\$2942	\$3812	\$4003
SALARY GRADE U8.N	\$3007	\$3922	\$4118
SALARY GRADE U9.N	\$3065	\$4029	\$4231
SALARY GRADE U10.N	\$3127	\$4139	\$4345
SALARY GRADE U11.N	\$3188	\$4246	\$4456
SALARY GRADE U12.N	\$3251	\$4370	\$4589
SALARY GRADE U13.N	\$3312	\$4495	\$4721
SALARY GRADE U14.N	\$3386	\$4622	\$4853
SALARY GRADE U15.N	\$3459	\$4745	\$4982
SALARY GRADE U16.N	\$3540	\$4877	\$5121

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE U17.N	\$3616	\$4999	\$5249
SALARY GRADE U18.N	\$3695	\$5134	\$5391
SALARY GRADE U19.N	\$3779	\$5264	\$5528
SALARY GRADE U20.N	\$3880	\$5433	\$5706
SALARY GRADE U21.N	\$3990	\$5598	\$5879
SALARY GRADE U22.N Executive Secretary Human Resources Assistant	\$4100	\$5774	\$6064
SALARY GRADE U23.N	\$4208	\$5949	\$6246
SALARY GRADE U24.N	\$4327	\$6135	\$6442
SALARY GRADE U25.N	\$4441	\$6324	\$6641
SALARY GRADE U26.N Executive Assistant Safety and Security Specialist	\$4578	\$6512	\$6837
SALARY GRADE U27.N	\$4711	\$6703	\$7038
SALARY GRADE U28.N	\$4849	\$6902	\$7248
SALARY GRADE U29.N Payroll Administrator	\$4993	\$7103	\$7458
SALARY GRADE U30.N Facilities Services Supervisor Fleet Supervisor Collection Systems Supervisor	\$5144	\$7313	\$7679
SALARY GRADE U31.N	\$5296 A-9	\$7533	\$7909

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
Human Resources Analyst Cross Connection Supervisor Water Maintenance Supervisor			
SALARY GRADE U32.N Network Administrator Mechanical Maintenance Supervisor	\$5449	\$7756	\$8144
SALARY GRADE U33.N Supervising Wetlands//Wildlife Biologist	\$5608	\$7981	\$8380
SALARY GRADE U34.N Automation Supervisor Electrical Supervisor Instrumentation Supervisor	\$5774	\$8202	\$8613
SALARY GRADE U35.N Operations Supervisor	\$5948	\$8448	\$8871

*Effective Date* 12/1/13

**IRVINE RANCH WATER DISTRICT**  
**SALARY GRADE SCHEDULE**  
**UNREPRESENTED POSITIONS**

December 1, 2013

<b><u>EXEMPT</u></b>	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>	<b><u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u></b>
SALARY GRADE U1.E	\$4187	\$5380	\$5648
SALARY GRADE U2.E	\$4326	\$5588	\$5868
SALARY GRADE U3.E	\$4466	\$5797	\$6087
SALARY GRADE U4.E	\$4605	\$6019	\$6320
SALARY GRADE U5.E	\$4745	\$6242	\$6555
SALARY GRADE U6.E	\$4908	\$6484	\$6809
SALARY GRADE U7.E	\$5066	\$6724	\$7059
SALARY GRADE U8.E	\$5230	\$6986	\$7336
SALARY GRADE U9.E	\$5389	\$7242	\$7604
SALARY GRADE U10.E Customer Service Supervisor Administrative Assistant	\$5570	\$7517	\$7893
SALARY GRADE U11.E Senior Accountant Recycled Water Supervisor	\$5748	\$7795	\$8185
SALARY GRADE U12.E	\$5935	\$8094	\$8497
SALARY GRADE U13.E Senior Human Resources Analyst Senior Analyst Laboratory Supervisor Water Use Efficiency Supervisor	\$6126	\$8388	\$8806

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE U14.E District Secretary Assistant Facilities/Fleet Manager	\$6326	\$8712	\$9146
SALARY GRADE U15.E Senior Programmer/Analyst Senior Network Administrator Applications Analyst Assistant Preventive Maintenance Manager Assistant Construction & Repair Manager	\$6526	\$9037	\$9487
SALARY GRADE U16.E Customer Service Manager Assistant Operations Manager Principal Analyst Collection Systems Manager Laboratory Manager Regulatory Compliance Manager	\$6744	\$9379	\$9848
SALARY GRADE U17.E District Safety and Security Manager Purchasing Manager Construction Inspection Manager Construction & Repair Manager Water Maintenance Manager Facilities/Fleet Manager Electrical Services Manager Government Relations Manager	\$6960	\$9724	\$10209
SALARY GRADE U18.E Public Affairs Manager Human Resources Manager Treasury Manager Manager of Contracts Admin & Risk Senior Applications Analyst Chief Plant Operator Water Quality Manager	\$7184	\$10094	\$10598
SALARY GRADE U19.E Operations Manager Superintendent of Maintenance & Reliability Recycled Water Development Manager	\$7413	\$10467	\$10991
SALARY GRADE U20.E A-12	\$7643	\$10854	\$11397

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
Assistant Controller Manager of Strategic Planning and Analysis Applications Manager Networking & Support Manager Senior Engineer Assistant Director of Water Operations Assistant Director of Maintenance			
SALARY GRADE U21.E	\$7876	\$11246	\$11809
SALARY GRADE U22.E	\$8129	\$11664	\$12249
SALARY GRADE U23.E Principal Engineer Assistant Director of Recycling Operations Assistant Director of Water Policy	\$8387	\$12087	\$12692
SALARY GRADE U24.E	\$8614	\$12574	\$13202
SALARY GRADE U25.E	\$8880	\$13050	\$13701
SALARY GRADE U26.E	\$9285	\$13739	\$14426
SALARY GRADE U27.E Director of Public Affairs Director of Human Resources Treasurer/Director of Risk Management Director of Administrative Services Director of Wastewater Operations Director of Water Resources	\$9711	\$14467	\$15190
SALARY GRADE U28.E	\$10157	\$15229	\$15991
SALARY GRADE U29.E	\$10620	\$16035	\$16837
SALARY GRADE U30.E Executive Director of Finance Executive Director of Engineering & Water Quality Executive Director of Operations Executive Director of Water Policy	\$11111	\$16886	\$17730
SALARY GRADE U31.E	\$11663	\$17844	\$18736

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE U32.E	\$12248	\$18861	\$19804
SALARY GRADE U33.E	\$12857	\$19931	\$20928
SALARY GRADE U34.E General Manager	\$13502	\$21063	\$22115

*Effective Date 12/1/13*

**IRVINE RANCH WATER DISTRICT**  
**SALARY GRADE SCHEDULE**  
**GENERAL EMPLOYEES' UNIT**  
December 1, 2013

<b><u>NON-EXEMPT</u></b>	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>	<b><u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u></b>
SALARY GRADE 1.N	\$2588	\$3208	\$3368
SALARY GRADE 2.N	\$2644	\$3296	\$3461
SALARY GRADE 3.N	\$2700	\$3387	\$3557
SALARY GRADE 4.N	\$2749	\$3485	\$3659
SALARY GRADE 5.N	\$2810	\$3581	\$3761
SALARY GRADE 6.N Office Assistant Mail Coordinator	\$2867	\$3686	\$3870
SALARY GRADE 7.N	\$2924	\$3788	\$3978
SALARY GRADE 8.N	\$2988	\$3897	\$4092
SALARY GRADE 9.N	\$3046	\$4004	\$4205
SALARY GRADE 10.N	\$3107	\$4113	\$4318
SALARY GRADE 11.N Material Control Clerk I Maintenance Apprentice Utility Worker	\$3168	\$4219	\$4428
SALARY GRADE 12.N	\$3231	\$4343	\$4560
SALARY GRADE 13.N Customer Service Specialist I Support Specialist	\$3291	\$4467	\$4691

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 14.N	\$3365	\$4593	\$4823
SALARY GRADE 15.N Office Specialist Collection Systems Technician I	\$3437	\$4715	\$4951
SALARY GRADE 16.N Accounting Clerk Customer Service Field Technician Metering Systems Technician I Water Maintenance Technician I Laboratory Analyst	\$3518	\$4846	\$5089
SALARY GRADE 17.N Customer Service Specialist II	\$3593	\$4968	\$5216
SALARY GRADE 18.N Material Control Clerk II Senior Support Specialist	\$3672	\$5102	\$5357
SALARY GRADE 19.N Senior Office Specialist Purchasing Coordinator	\$3755	\$5231	\$5493
SALARY GRADE 20.N Senior Accounting Clerk Engineering Technician I Operator I Maintenance Mechanic Collection Systems Technician II	\$3856	\$5399	\$5670
SALARY GRADE 21.N Customer Service Specialist III Senior Customer Service Field Technician Collection Systems CCTV Technician II	\$3965	\$5563	\$5842
SALARY GRADE 22.N Sr. Purchasing Coordinator Metering Systems Tech. II Water Maintenance Technician II Facilities Services Technician Vehicle/Equipment Mechanic Recycled Water Specialist	\$4074	\$5738	\$6026
SALARY GRADE 23.N	\$4182	\$5912	\$6207

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
Construction Inspector I			
SALARY GRADE 24.N Buyer Cross Connection Specialist Wetlands Specialist Water Use Efficiency Specialist	\$4300	\$6097	\$6402
SALARY GRADE 25.N Engineering Technician II Senior Facilities Services Technician Senior Collection Systems Technician Senior Collection Systems CCTV Technician	\$4413	\$6284	\$6599
SALARY GRADE 26.N Executive Assistant Metering Systems Tech. III Water Maintenance Technician III Scientist	\$4549	\$6471	\$6794
SALARY GRADE 27.N Accountant Risk Analyst Senior Vehicle/Equipment Maintenance Mechanic Operator II Senior Maintenance Mechanic Senior Recycled Water Specialist	\$4682	\$6661	\$6994
SALARY GRADE 28.N Construction Inspector II Automation Technician Landscape Contracts Administrator Electrical Technician Instrumentation Technician	\$4819	\$6859	\$7203
SALARY GRADE 29.N Public Affairs Specialist Senior Buyer Engineering Technician III Senior Wetlands Specialist Operator III Lead Maintenance Mechanic Recycled Water Project Specialist Senior Water Use Efficiency Specialist	\$4962	\$7059	\$7411
SALARY GRADE 30.N Senior Electrical Technician	\$5112	\$7267	\$7631

<u>NON-EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
Senior Instrumentation Technician			
SALARY GRADE 31.N Treasury Analyst Information Services Coordinator Construction Inspector III Senior Scientist Water Use Efficiency Analyst	\$5263	\$7486	\$7859
SALARY GRADE 32.N Automation Specialist	\$5415	\$7707	\$8093
SALARY GRADE 33.N Operations Coordinator	\$5573	\$7931	\$8328
SALARY GRADE 34.N	\$5738	\$8151	\$8559
SALARY GRADE 35.N	\$5911	\$8395	\$8815

*Effective Date* 12/1/13

**IRVINE RANCH WATER DISTRICT**  
**SALARY GRADE SCHEDULE**  
**GENERAL EMPLOYEES' UNIT**

December 1, 2013

<b><u>EXEMPT</u></b>	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>	<b><u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u></b>
SALARY GRADE 1.E	\$4161	\$5346	\$5613
SALARY GRADE 2.E	\$4299	\$5553	\$5831
SALARY GRADE 3.E	\$4438	\$5761	\$6049
SALARY GRADE 4.E	\$4576	\$5981	\$6280
SALARY GRADE 5.E	\$4715	\$6203	\$6514
SALARY GRADE 6.E	\$4877	\$6443	\$6766
SALARY GRADE 7.E	\$5034	\$6682	\$7015
SALARY GRADE 8.E	\$5197	\$6942	\$7290
SALARY GRADE 9.E	\$5355	\$7197	\$7556
SALARY GRADE 10.E Analyst Assistant Engineer	\$5535	\$7470	\$7844
SALARY GRADE 11.E Laboratory QA/QC	\$5712	\$7746	\$8134
SALARY GRADE 12.E Programmer/Analyst Energy Analyst	\$5898	\$8043	\$8444
SALARY GRADE 13.E Right of Way & Real Property Manager Automation Programmer	\$6088	\$8335	\$8751

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 14.E Associate Engineer	\$6286	\$8657	\$9089
SALARY GRADE 15.E	\$6485	\$8980	\$9428
SALARY GRADE 16.E	\$6702	\$9320	\$9786
SALARY GRADE 17.E Engineer	\$6916	\$9663	\$10145
SALARY GRADE 18.E Water Resources Manager	\$7139	\$10031	\$10532
SALARY GRADE 19.E	\$7367	\$10401	\$10922
SALARY GRADE 20.E	\$7595	\$10786	\$11326
SALARY GRADE 21.E	\$7827	\$11176	\$11735
SALARY GRADE 22.E	\$8078	\$11591	\$12172
SALARY GRADE 23.E	\$8334	\$12011	\$12613
SALARY GRADE 24.E	\$8560	\$12495	\$13119
SALARY GRADE 25.E	\$8824	\$12968	\$13615
SALARY GRADE 26.E	\$9227	\$13653	\$14336
SALARY GRADE 27.E	\$9650	\$14376	\$15095
SALARY GRADE 28.E	\$10093	\$15134	\$15891
SALARY GRADE 29.E	\$10554	\$15935	\$16732
SALARY GRADE 30.E	\$11041	\$16780	\$17619
SALARY GRADE 31.E	\$11590	\$17732	\$18619

<u>EXEMPT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>EXCEPTIONAL PERFORMANCE TOP OF RANGE</u>
SALARY GRADE 32.E	\$12171	\$18743	\$19680
SALARY GRADE 33.E	\$12777	\$19806	\$20797
SALARY GRADE 34.E	\$13417	\$20931	\$21977

*Effective Date 12/1/13*



March 24, 2014

Prepared by: S. Malloy

Submitted by: K. Burton

Approved by: Paul Cook



## ACTION CALENDAR

### MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION AND FLOOD PROTECTION IMPROVEMENTS REDUCTION OF RETENTION AND SPARE PARTS

#### 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:

- Authorize the reduction of retention from 5% to 2.5% of the contract amount;
- Release funds in excess of 2.5% of the contract amount from retention currently held for MWRP Phase 2 Expansion and Flood Protection Improvements; and
- Approve procurement of the spare parts for the membrane bioreactor facility for the amount of \$199,496.47 with Zenon Environmental Corporation, GE Water, and Process Technologies.

#### BACKGROUND:

Construction of the MWRP Phase 2 Expansion and Flood Protection Improvements project was awarded to J. R. Filanc Construction, Co. 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 protect MWRP from flooding of San Diego Creek.

#### Reduction of Retention:

Construction of MWRP Phase 2 Expansion and Flood Protection Improvements is 98.5% completed. The Board approved the reduction of retention from 10% to 5% in February 2012. As the Phase 2 Expansion nears completion, Filanc requested a further reduction of retention from 5% to 2.5%.

As part of Contract Change Order No. 103, which extended the Phase 2 completion date to June 13, 2014, staff and Filanc agreed that the reduction from 5% to 2.5% would be recommended to the Board upon the successful completion of the 7-day 10 MGD test of the membrane bioreactor (MBR) facility and substantial completion of items on the project correction list.

Staff has reviewed Filanc's request and verified that they are currently working at a pace to complete these stated milestones. Staff recommends that the Board authorize the reduction of retention from 5% to 2.5% and release funds in excess of 2.5% of the contract amount from retention currently held upon the successful completion of the 7-day 10 MGD test of the MBR facility.

MBR Spare Parts

The MBR equipment installed at MWRP is manufactured by GE-Zenon and the original contract had a limited quantity of spare parts provided. Delaying the procurement of the spare parts until after installment of the MBR equipment allowed staff to better determine the type, manufacturer, and quantity of the spare parts needed. The MBR system has a significant number of mechanical parts and to improve process reliability, key pieces of equipment and the required spare parts were identified. Prices, as provided in "Exhibit A," were obtained from Zenon Environmental Corporation, GE Water and Process Technologies. The process of narrowing the spare parts list was a concerted effort among staff from multiple departments within the District.

The total cost for the spare parts including equipment, taxes, and shipping is \$199,496.47. This compares with the total MBR procurement contract cost of \$10 million. Equipment and their respective costs are itemized into the following five categories:

Pumps (MBR permeate Pump & 2 chemical feed pumps)	\$64,218.23
Valves (27 valves: check, butterfly, solenoid, angle, plug)	\$44,087.10
Instruments (temperature, level, pressure, flow)	\$13,362.48
Controls (processor, power supply module, ethernet switch)	\$19,452.40
Miscellaneous (blower components, ejector, other)	<u>\$37,001.53</u>
<i>Sub-total</i>	<i>\$178,121.85</i>
Sales Tax (0.08%)	\$14,249.75
Shipping (estimated)	<u>\$7,124.87</u>
<i>Total</i>	<i>\$199,496.47</i>

Staff recommends that the Board approve procurement of the spare parts for \$199,496.47 with Zenon Environmental Corporation, GE Water, and Process Technologies.

FISCAL IMPACTS:

The MWRP Phase 2 Expansion, Project 20214 (1599) is included in the FY 2013-14 Capital Budget. The existing budget and Expenditure Authorization are sufficient to the procurement of the spare parts.

Approval of the request to reduce the retention from 5% to 2.5% of the contract amount will not impact the project budget.

ENVIRONMENTAL COMPLIANCE:

The Michelson Water Recycling Plant Phase 2 Expansion, Project 20214 (1599) 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 # 2005051174, was certified by the lead agency on February 27, 2006.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on March 18, 2014.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE REDUCTION OF RETENTION FROM 5% TO 2.5% OF THE CONTRACT AMOUNT AND UPON THE SUCCESSFUL COMPLETION OF THE SEVEN-DAY 10 MGD TEST OF THE MEMBRANE BIOREACTOR FACILITY, RELEASE FUNDS IN EXCESS OF 2.5% OF THE CONTRACT AMOUNT FROM RETENTION CURRENTLY HELD FOR MWRP PHASE 2 EXPANSION PROJECT 20214 (1599); AND APPROVE PROCUREMENT OF THE SPARE PARTS FOR THE MEMBRANE BIOREACTOR FACILITY IN THE AMOUNT OF \$199,496.47 WITH ZENON ENVIRONMENTAL CORPORATION, GE WATER, AND PROCESS TECHNOLOGIES.

LIST OF EXHIBITS:

Exhibit "A" – List of Spare Parts for Membrane Bioreactor Facility



# EXHIBIT "A"

 <b>GE Power and Water</b> Water & Process Technologies		Recommended Spare Parts List for 500451 Irvine Ranch		Criticality Rating	C = CRITICAL R = RECOMMENDED M = MAINTENANCE CS = CONSUMABLES			\$1.00	\$0.40		
Item	SAP Part Number	Tag Number	Description		Check List	R	M	CS	Qty.	Price Each	Total Price
<b>PUMPS</b>											
1	BACKPULSE PUMPS	TBD	P-8800	BACKPULSE PUMP FOR P-8800	R			X	1	\$18,208.33	\$18,208.33
22	PERMEATE PUMP	TBD	P-3500	PUMP, COMPLETE FOR P-3500	M			X	1	\$44,283.33	\$44,283.33
29	CHEMICAL PUMP	3086062	P-6500	AIR DIAPHRAGM PUMP DUODOS 15PP. CAPACITY 3120L/h. PP LIQUID CONTACT MATERIAL	R			X	1	\$1,012.53	\$1,012.53
32	CHEMICAL PUMP	3086063	P-6600	AIR DIAPHRAGM PUMP DUODOS 15PVDF. CAPACITY 3120L/h. PVDF LIQUID CONTACT MATERIAL	R			X	1	\$714.13	\$714.13
<b>PUMPS - SUBTOTAL</b>										<b>\$64,218.33</b>	
<b>VALVES</b>											
35	BALL CHECK VALVE	TBD	CV-3537-1/2/3/4/5/6/7/8	BALL CHECK VALVE	R			X	1	\$42.28	\$42.28
36	BALL CHECK VALVE	3067313	CV-3585-1/2/3/4/5/6/7/8 CV-8885A/B	BALL CHECK VALVE	R			X	1	\$1,458.33	\$1,458.33
46	BALL VALVE	TBD	FV-6677	BALL VALVE	R			X	1	\$585.85	\$585.85
48	BALL VALVE	TBD	HV-8826	BALL VALVE	R			X	1	\$307.53	\$307.53
51	BALL VALVE	TBD	HV-8890	BALL VALVE	R			X	1	\$398.32	\$398.32
54	BUTTERFLY VALVE	TBD	HV-8580D/E	BUTTERFLY VALVE	R			X	1	\$8,104.57	\$8,104.57
55	BUTTERFLY VALVE	3088063	FV-3475-1/2/3/4/5/6/7/8 FV-3476-1/2/3/4/5/6/7/8	BUTTERFLY VALVE	R			X	4	\$5,156.67	\$20,626.67
56	BUTTERFLY VALVE	3083983	FV-3561-1/2/3/4/5/6/7/8 FV-8860-1/2/3/4/5/6/7/8	BUTTERFLY VALVE	R			X	3	\$1,141.22	\$3,423.65
57	BUTTERFLY VALVE	3083982	FV-8870	BUTTERFLY VALVE	R			X	1	\$829.60	\$829.60
58	SOLENOID VALVE	3072898	FV-6600A/B FV-6500A/B	SOLENOID VALVE	R			X	1	\$571.13	\$571.13
59	SOLENOID VALVE	3072895	FV-3537-1/2/3/4/5/6/7/8	SOLENOID VALVE	R			X	2	\$206.27	\$412.53



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Recommended Spare Parts List for 500451 Irvine Ranch

Item	SAP Part Number	Tag Number	Description	Criticality Rating	Check List	C = CRITICAL R = RECOMMENDED M = MAINTENANCE CS = CONSUMABLES			Qty.	Price Each	Total Price
						C	M	CS			
61	3083970	HV-3580-1/2/3/4/5/6/7/8 HV-8880A/B HV-3475-1/2/3/4/5/6/7/8 HV-3476-1/2/3/4/5/6/7/8	BUTTERFLY VALVE	R		X			1	\$312.13	\$312.13
63	3083968	HV-3482A-1/2/3/4/5/6/7/8 HV-3482B-1/2/3/4/5/6/7/8 HV-3482C-1/2/3/4/5/6/7/8 HV-3482D-1/2/3/4/5/6/7/8 HV-3482E-1/2/3/4/5/6/7/8 HV-3482F-1/2/3/4/5/6/7/8 HV-3482G-1/2/3/4/5/6/7/8 HV-8895	BUTTERFLY VALVE	R		X			2	\$138.78	\$277.57
64	3083966	HV-3483A-1/2/3/4/5/6/7/8 HV-3484A-1/2/3/4/5/6/7/8 HV-3483B-1/2/3/4/5/6/7/8 HV-3484B-1/2/3/4/5/6/7/8 HV-3483C-1/2/3/4/5/6/7/8 HV-3484C-1/2/3/4/5/6/7/8 HV-3483D-1/2/3/4/5/6/7/8 HV-3484D-1/2/3/4/5/6/7/8 HV-3483E-1/2/3/4/5/6/7/8 HV-3484E-1/2/3/4/5/6/7/8 HV-3483F-1/2/3/4/5/6/7/8 HV-3484F-1/2/3/4/5/6/7/8 HV-3483G-1/2/3/4/5/6/7/8 HV-3484G-1/2/3/4/5/6/7/8	BUTTERFLY VALVE	R		X			2	\$58.97	\$117.93
65	TBD	HV-3464-1/2/3/4/5/6/7/8	PLUG VALVE	R		X			1	\$4,720.00	\$4,720.00
66	3086434	FV-9267-1/2/3/4/5/6/7/8 FV-9268-1/2/3/4/5/6/7/8	ANGLE-SEAT VALVE	R		X			2	\$949.50	\$1,899.00
<b>VALVES - SUBTOTAL</b>											<b>\$44,087.10</b>
<b>INSTRUMENTS</b>											



Recommended Spare Parts List for 500451 Irvine Ranch

Item	SAP Part Number	Tag Number	Description	Criticality Rating	Check List	C = CRITICAL R = RECOMMENDED M = MAINTENANCE CS = CONSUMABLES				Qty.	Price Each	Total Price
67	3087034	LSL-3403-1/2/3/4/5/6/7/8 S.P.= 93" DECREASING LSLL-3404-1/2/3/4/5/6/7/8 S.P.= 91" DECREASING	LEVEL SWITCH	C	X					1	\$113.75	\$113.75
68	3088946	LE/LIT-8826 RANGE" 0-26 FT	LEVEL TRANSMITTER	C	X					1	\$1,393.88	\$1,393.88
69	3073219	PRV-9182A/B S.P.= 80 PSIG PRV-6683A/B PRV-6583A/B	PRESSURE REGULATOR	R		X				2	\$221.67	\$443.33
70	3085970	LE/LIT-3426-1/2/3/4/5/6/7/8 RANGE: 0-160 Inches ROD LENGTH: 160 inches LE/LIT-3426-1/2/3/4/5/6/7/8 RANGE: 0-160 Inches ROD LENGTH: 160 inches	LEVEL TRANSMITTER	C	X					1	\$2,112.33	\$2,112.33
71	3083250	LE/LIT-6600 LE/LIT-6500	LEVEL TRANSMITTER	C	X					1	\$1,158.83	\$1,158.83
73	3079987	PSH-8840A/B S.P.= 15 PSI Increasing	PRESSURE SWITCH	C	X					1	\$192.50	\$192.50
74	3072969	PSL-9108A S.P. = 90 PSIG DECREASING PSL-9108B S.P. = 70 PSIG DECREASING	PRESSURE SWITCH	C	X					1	\$195.00	\$195.00
75	3072967	PSH-8807 S.P. = 8 PSIG INCREASING	PRESSURE SWITCH	C	X					1	\$195.00	\$195.00
76	3088048	PSL-6500, PSL-6600 S.P.= 15 PSI DECREASING PSH-6500, PSH-6600 S.P. = 80 PSI INCREASING	PRESSURE SWITCH	C	X					1	\$293.33	\$293.33
77	3083238	PE/PIT-3523-1/2/3/4/5/6/7/8 RANGE: -15 TO 15 PSIG PE/PIT-3523-1/2/3/4/5/6/7/8 RANGE: -15 TO 15 PSIG	PRESSURE TRANSMITTER	C	X					1	\$1,058.13	\$1,058.13



Recommended Spare Parts List for 500451 Irvine Ranch

Item	SAP Part Number	Tag Number	Description	Criticality Rating	Check List	C = CRITICAL R = RECOMMENDED N = MAINTENANCE CS = CONSUMABLES				Qty.	Price Each	Total Price	
						C	R	N	CS				
											\$1.00	\$0.40	
78	FLOW TRANSMITTER	TBD	FE/FT-8520A/B RANGE: 0 TO 10,000 SCFM	FLOW TRANSMITTER	C	X					1	\$4,948.02	\$4,948.02
80	PRESSURE GAUGE	3083678	PI-3541-1/2/3/4/5/6/7/8 PI-8841A/B	PRESSURE GAUGE	R		X				1	\$146.67	\$146.67
81	PRESSURE GAUGE	3083671	PI-3540-1/2/3/4/5/6/7/8	PRESSURE GAUGE	R		X				4	\$141.67	\$566.67
82	PRESSURE GAUGE	3083670	PI-8840A/B	PRESSURE GAUGE	R		X				1	\$146.67	\$146.67
84	TEMPERATURE TRANSMITTER	TBD	TE/TIT-7530 TW-7530 RANGE: 0 - 40 DEGREE C PIPE SIZE: 30 INCH	TEMPERATURE TRANSMITTER	C	X					1	\$398.37	\$398.37
<b>INSTRUMENT - SUBTOTAL</b>												<b>\$13,362.48</b>	
<b>CONTROLS</b>													
90	PANEL	TBD	***ITEM MUST BE PROGRAMMED PRIOR TO SHIPPING****	QUANTUM UNITY PROCESSOR	C						1	\$17,952.50	\$17,952.50
99	PANEL	3089173		POWERSUPPLY REDUNDANCY MODULE, 24VDC, 20AMP ABB PART NUMBER	C			X			1	\$309.58	\$309.58
101	PANEL	3086127		ETHERNET SWITCH, 6 RJ PORTS, 2 FO/SC PORTS, 24 VDC POWER NTRON PART NUMBER - 508FX2-A-SC-5	C	X					1	\$1,190.32	\$1,190.32
<b>CONTROLS - SUBTOTAL</b>												<b>\$19,452.40</b>	
<b>MISCELLANEOUS</b>													
111	AIR COMPRESSOR	3087011	AC-9100A/B	SAMPLE KITS FOR COMPRESSOR	M			X			3	\$34.82	\$104.45
115	AIR FILTER	TBD	F-9100A/B	INTERNAL FLOAT DRAIN FOR COALESCING PREFILTER	CS				X		1	\$70.00	\$70.00
117	COUPLING	3054783		COUPLING	R		X				21	\$288.33	\$6,055.00
118	CALIBRATION COLUMN	3084933		CALIBRATION COLUMN,10000 ML, CLEAR PVC, 2" FNPT THREADED BOTH ENDS, H=23.16", D=6.906"	R		X				1	\$897.28	\$897.28
119	BLOWER	TBD	B-8500A/B/C	BALL BEARING, SLOW SHAFT, ITEM T103	M			X			0	\$681.97	\$0.00
120	BLOWER	TBD	B-8500A/B/C	BALL BEARING, SLOW SHAFT, ITEM T106	M			X			1	\$681.97	\$681.97
121	BLOWER	TBD	B-8500A/B/C	BEARING, BALL, ITEM T208	M			X			0	\$6,634.28	\$0.00



GE Power and Water  
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Recommended Spare Parts List for 500451 Irvine Ranch

				Criticality Rating	Check List	C = CRITICAL R = RECOMMENDED M = MAINTENANCE CS = CONSUMABLES				Qty.	Price Each	Total Price	
Item	SAP Part Number	Tag Number	Description										
151	FLOW SWITCH	3080824	FSL-8506A/B FSL-8506C S.P. = FLOW/NO FLOW DECREASING	FLOW SWITCH	C	X				1	\$683.33	\$683.33	
152	GASKET	3082318		GASKET	C	X				1	\$29.58	\$29.58	
153	GASKET	3082315		GASKET	C	X				1	\$9.05	\$9.05	
<b>MISCELLANEOUS - SUBTOTAL</b>												<b>\$37,001.53</b>	
<p><b>Delivery Time Averages</b></p> <p>PLC, instruments - 4- 6 weeks; Membrane hardware, - stock - 2 weeks. Filters Belts - stock - 2 - weeks</p> <p>Once a spare is used, it should be replaced in inventory FCA Oakville Freight, taxes and duties extra where applicable.</p>													
											<b>TOTAL</b>	<b>\$178,121.85</b>	
											<b>Taxes (0.08%)</b>	<b>\$14,249.75</b>	
											<b>Shipping Estimated (0.04%)</b>	<b>\$7,124.87</b>	
											<b>Estimated Total</b>	<b>\$199,496.47</b>	

COMPASS# 893192  
List completed by Julie Hatch - October 2013  
Phone # 905-465-3030 ext 3457  
Email: julie.hatch@ge.com or parts@ge.com



DS  
March 24, 2014

Prepared by: A. Murphy/H. Cho/M. Cortez

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

Approved by: Paul Cook

## ACTION CALENDAR

### CHLORAMINE BOOSTER STATIONS AT THREE DOMESTIC WATER RESERVOIRS – CONSULTANT SELECTION

#### SUMMARY:

Chloramines are injected at several reservoirs throughout the District to minimize nitrification events. The Chloramine Booster Stations at Three Domestic Water Reservoirs project will construct chloramine booster stations at the Portola Zone 8, Turtle Rock Zone 3, and Foothill Zone 6 reservoirs. Staff recommends that the Board:

- Approve an Expenditure Authorization in the amount of \$311,900; and
- Authorize the General Manager to execute a Professional Services Agreement with URS Corporation in the amount of \$219,500 for the Chloramine Booster Stations at Three Domestic Water Reservoirs, Project 11687.

#### BACKGROUND:

In 2007, the District constructed Reservoir Management Systems (RMSs) at 12 domestic water reservoirs to monitor chlorine residuals and inject chloramines as needed to minimize nitrification. In addition to the RMSs, the District operates two chloramine booster stations that inject chloramines at the discharge piping of the Turtle Rock Zone 1 to 3 Pump Station and the Foothill Zone 4 Pump Station to increase the chlorine residual in these areas of the domestic water system. Chloramine addition at the pump stations results in additional maintenance due to the precipitation and accumulation of calcium deposits on the inside of discharge pipes. Chloramine addition at the reservoirs does not create this problem.

This project will construct chloramine booster stations similar to the RMSs at three domestic water reservoirs: Turtle Rock Zone 3, Foothill Zone 6, and Portola Zone 8. The new systems will replace the existing chloramine booster stations at the pump stations. A new chloramine booster station will also be added at the Portola Zone 8 Reservoir to increase chlorine residuals in the Portola Hills domestic system, which is at the end of the domestic water system and experiences nitrification events. The locations of the three sites are shown in Exhibit "A".

#### Consultant Selection:

Staff issued a Request for Proposal for the design of the chloramines booster stations to four consultants: Arcadis, Tetra Tech, Psomas, and URS Corporation (URS), with each consultant submitting a proposal. Staff evaluated and ranked the proposals (as shown in Exhibit "B") and determined that URS proposed the most qualified team based on its extensive experience in the design of disinfection facilities. URS's proposal also included detailed preliminary site plans for each location and identified the relevant design parameters for the various elements of the project including the chemical storage building and reservoir mixer. Additionally, URS recently completed the design of IRWD's Syphon Reservoir Interim Facility and Orange Park Acres Well

Action Calendar: Chloramine Booster Stations at Three Domestic Water Reservoirs Consultant Selection

March 24, 2014

Page 2

No. 1 projects, and performed well in the design of both projects. URS's proposal in the amount of \$219,500 is provided in Exhibit "C".

FISCAL IMPACTS:

Project 11687 (4409) is included in the FY 2013-14 Capital Budget. Staff requests an Expenditure Authorization 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
11687 (4409)	\$2,501,200	\$-0-	\$2,501,200	\$-0-	\$311,900	\$311,900

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA). In conformance with the California Code of Regulations Title 14, Chapter 3, Section 15004, the appropriate environmental document will be prepared when "meaningful information" becomes available.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on March 18, 2014.

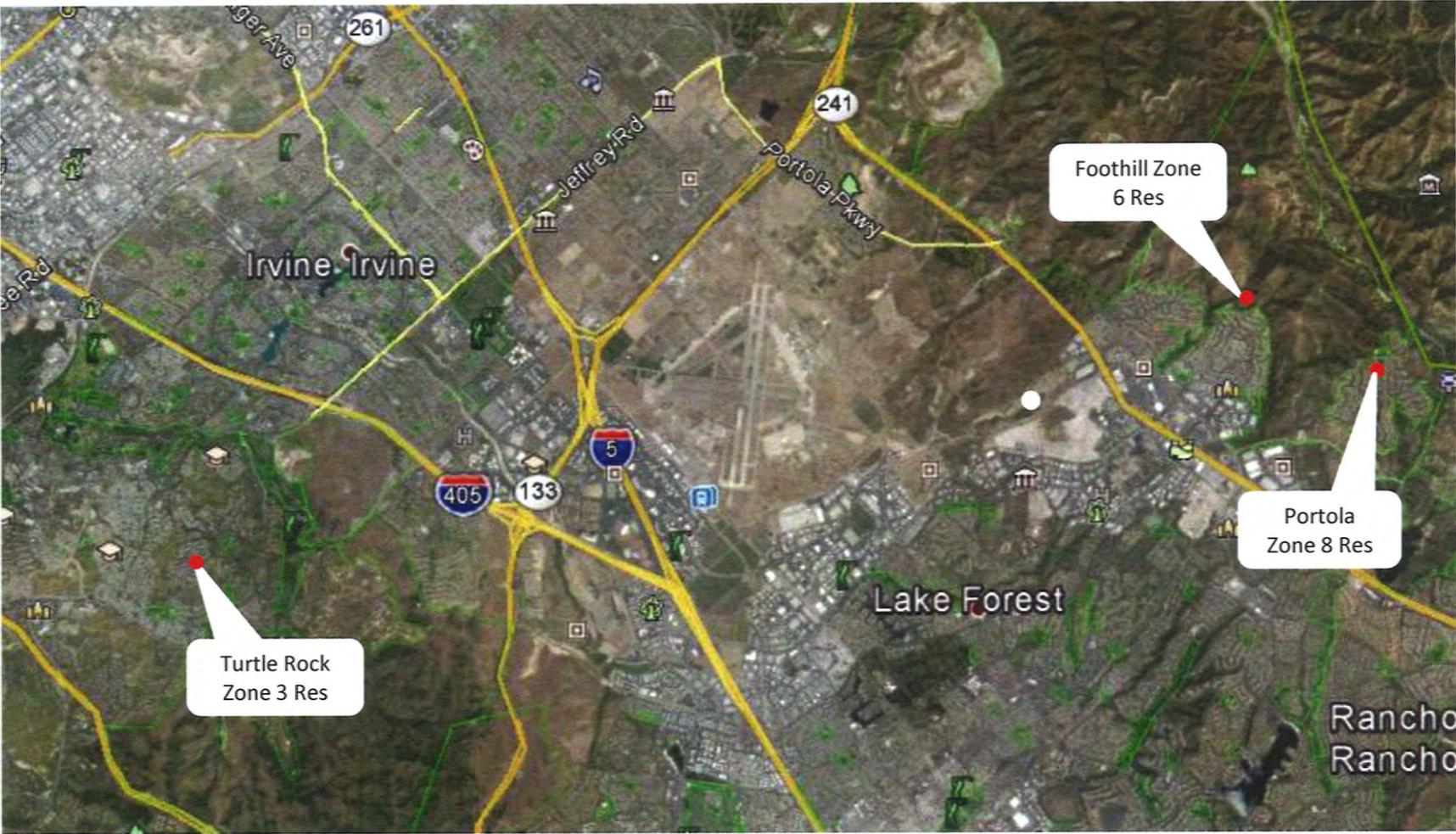
RECOMMENDATION:

THAT THE BOARD APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$311,900 AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION IN THE AMOUNT OF \$219,500 FOR THE CHLORAMINE BOOSTER STATIONS AT THREE DOMESTIC WATER RESERVOIRS, PROJECT 11687 (4409).

LIST OF EXHIBITS:

- Exhibit "A" – Site Location Map
- Exhibit "B" – Consultant Selection Matrix
- Exhibit "C" – URS Corporation Proposal
- Exhibit "D" – Expenditure Authorization

Exhibit A: Site Location Map





**Exhibit B: Consultant Selection Matrix**

	Weights	Arcadis	Psomas	Tetra Tech	URS
<b>TECHNICAL APPROACH</b>	60%				
*Project Approach	60%	4	2	3	1
*Scope of Work	40%	4	2	3	1
Weighted Score (Technical Approach)		4.00	2.00	3.00	1.00
<b>EXPERIENCE</b>	40%				
*Firm/Team	20%	4	3	2	1
*Project Manager	40%	4	3	2	1
*Project Engineer	20%	4	3	2	1
*Electrical Engineer	20%	4	2	3	1
Weighted Score (Experience)		4.00	2.80	2.20	1.00
Project Manager		Yrs	Yrs	Yrs	Yrs
Project Engineer		Brian Leto	Joseph Boyle	Tom Epperson	Joseph Long
QC/QA		Nick Pailma	Neha Gajjar	Mike Tsoi	Bryan Paine
Surveying/ Mapping		David May	Mike Swan	Steve Ellis	Bernard Pyska
Geotechnical		<i>Borchard</i>		<i>Coast Surveying</i>	<i>Bush &amp; Associates</i>
Mechanical		<i>NMG Geotechnical</i>	<i>NMG Geotechnical</i>	<i>Leighton</i>	
Electrical/Instrumentation		Jeff Sokol	Dennis Phinney	Mazen Kassar	Bernard Pyska
Structural		Larry Tabat	<i>Moraes Pham</i>	David Kuang	<i>Moraes Pham</i>
Potholing		<i>SAF-r-DIG</i>	Dennis Phinney		Robert Trivison
			<i>C-Below</i>		<i>SAF-r-DIG</i>
<b>COMBINED WEIGHTED SCORE</b>		4.00	2.32	2.68	1.00
		Man-hours	Man-hours	Man-hours	Man-hours
Task 1 Preliminary Design Report		222	415	342	290
Task 2 Final Design		1,612	897	1,492	796
Task 3 Construction Service		220	212	270	168
<b>TOTAL HOURS</b>		2,054	1,524	2,104	1,254
<b>Sheet Count</b>					
General		4-5	4	3	3
Civil		3	6	10	6
Details			2	8	4
Fire Master Plan		1	4	1	1
Architectural		5-6	5	3	3
Structural		9-10	9	14	7
Electrical		8-9	8	13	8
Instrumentation		5-6	0	3	0
Other		9-11	4	9	2
<b>Subtotal</b>		44-55	42	64	34
<b>TOTAL SHEETS</b>		44-55	42	64	34
<b>FD HRS/SHT</b>			21	23	23
<b>FEE</b>					
PDR		\$89,583	\$78,868	\$116,000	\$67,500
Final Design		\$242,557	\$161,987	\$237,000	\$122,500
Services During Construction		\$31,193	\$40,222	\$44,000	\$29,500
<b>Total Fee</b>		<b>\$363,333</b>	<b>\$281,077</b>	<b>\$397,000</b>	<b>\$219,500</b>
Number of Drawings		44-55 dwgs	42 dwgs	64 dwgs	34 dwgs
Final Design Unit Prices (\$/dwg)			\$3,857	\$3,703	\$3,603
Professional Liability Insurance		YES	YES	YES	YES
General Liability Insurance		YES	YES	YES	YES
<b>FORCED RANKINGS:</b>		4 - Fourth	2 - Second	3 - Third	1 - First



February 11, 2014

Malcolm A. Cortez, P.E., Principal Engineer  
Irvine Ranch Water District  
Michelson Water Reclamation Plant  
3512 Michelson Drive  
Irvine, CA 92612

**Subject: Engineering Design Services for Chloramine Booster Stations at 3 Domestic Water Reservoirs Project - Request for Proposal**

Dear Mr. Cortez:

URS is pleased to submit this fee estimate to provide engineering design services for the above referenced project. Our proposal, including our qualifications and scope of work, was submitted under separate cover. To provide IRWD with the best service at the least cost, we have included subconsultants on our team who have previously done work for IRWD and are familiar with the District and its expectations, goals and preferences. URS has provided a base fee that incorporates the services directly requested by the District.

Our fees for each phase of the contract include:

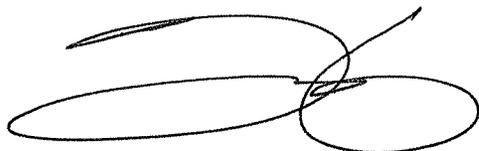
Task 1: Preliminary Design Report	\$67,500
Task 2: Final Design	\$122,500
Task 3: Construction Phase Services:	\$29,500
<b>Total Budget for Tasks 1 through 3:</b>	<b>\$219,500</b>

Please see Table 1 for the detailed budget proposal, which includes fee schedule, labor hours, subconsultant costs, direct costs, reproduction costs, and a breakdown of the fee by task and subtask. We have adhered to the requirements and budgeting stipulations in the RFP and have included \$4,000 for CEQA Support, a budget to include ten (10) utility potholes throughout the three project sites, and direct costs for permit fees without surcharge. Although we do not anticipate that it will be necessary, we have also provided, at the request of IRWD, a cost for optional geotechnical investigations with three (3) borings, to be authorized separately, should it be necessary. For budget purposes and later contract negotiations, we propose a labor multiplier of 2.4 for all phases of work.

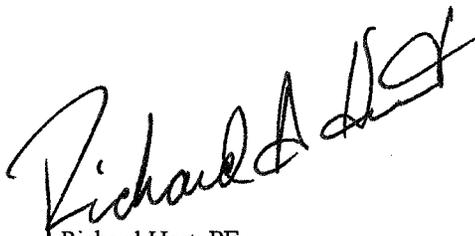
We look forward to the opportunity to work with the District on this project. Please do not hesitate to contact me at (714) 648-2857 or via e-mail at joseph.long@urs.com.

Sincerely,

URS Corporation Americas



Joseph Long, PE  
Project Manager



Richard Hart, PE  
Vice President/Office Manager

URS Corporation  
2020 East First Street, Suite 400  
Santa Ana, CA 92705  
Tel: 714.835.6886  
Fax: 714.973.4062  
www.urscorp.com

**Table 1 - Budget Proposal**  
Irvine Ranch Water District  
Chloramine Booster Stations at 3 DW Reservoirs  
February 11, 2014

Task No.	Task Description	URS Labor Hours						TOTAL HOURS	TOTAL LABOR	Electrical Subconsultant Moraez, Pham, & Associates <sup>1</sup>	Pothole Subconsultant SAF-R-DIG <sup>2</sup>	Survey Subconsultant Rush & Associates	Direct Costs / Materials <sup>3</sup>	TOTAL	
		Principal-In-Charge	Project Manager	Principal Engineer - QA/QC	Project Engineer	Staff Engineer	Senior CAD Technician								Admin / Permit Coord. / Repro
		Richard Hart, PE	Joseph Long, PE / Paul Neeschen, RA, AIA	Bernie Byrka, PE / Robert Trivison, PE, SE / Michael Luebbers, PG, GE	Bryan Paine, PE / Tama Snow, PE	Yacoubi Raleem, ET	Luke Perry / Eva Kohler								Mini Kumala
	\$200	\$190	\$175	\$190	\$70	\$85	\$65								
<b>TASK 1: Preliminary Design Report (PDR)</b>															
1.	Site Surveys		4			2		2	8	\$1,030			\$18,500	\$50	\$19,580
2.	Utility Review (10 Utility Potholes)		2		4	4	12	2	24	\$2,330		\$7,500			\$9,830
3.	Geotechnical Review		2	2	8				12	\$1,770					\$1,770
4.	Optional Geotechnical Investigation (3 Soil Borings)			2	24	30	4		60	\$5,910				\$3,090	\$9,000
5.	Conceptual Layout		2	4	8	8	36		58	\$5,740					\$5,740
6.	Electrical/Instrumentation		2		4			4	10	\$1,160	\$4,050				\$5,210
7.	Right-of-Way		2		4	4	4		14	\$1,520					\$1,520
8.	Permits		2	4	4	6	12	8	36	\$3,560					\$3,560
9.	CEQA Documentation		12	4	4	4	4	2	26	\$3,970				\$30	\$4,000
10.	Project Schedule		2		2				4	\$640					\$640
11.	Estimates of Probable Construction Costs			2	6				8	\$1,130	\$540				\$1,670
12.	Meetings (2 Meetings)		4		6				10	\$1,540	\$810				\$2,350
13.	Deliverables		2	2	2	4	4	2	20	\$2,400				\$730	\$2,630
	<b>SUBTOTAL TASK 1</b>	<b>2</b>	<b>36</b>	<b>20</b>	<b>78</b>	<b>58</b>	<b>76</b>	<b>20</b>	<b>290</b>	<b>\$2,700</b>	<b>\$5,400</b>	<b>\$7,500</b>	<b>\$18,500</b>	<b>\$3,400</b>	<b>\$67,800</b>
<b>TASK 2: Final Design</b>															
1.	Construction Drawings (33 Sheets)	2	24	16	108	120	264	2	536	\$52,770	\$22,165				\$74,935
2.	Project Manual		8	12	60			16	96	\$12,460	\$1,410			\$1,200	\$15,070
3.a.	Final Design Deliverables: First (75%) Submittal	1	4	4	4		8	4	25	\$3,120				\$350	\$3,470
3.b.	Final Design Deliverables: Second (99%, Pre-Final Plans) Submittal	1	2	2	2		6	2	15	\$1,830				\$350	\$2,180
3.c.	Final Design Deliverables: Final (100%) Submittal	1	1	1	1		4	2	10	\$1,165				\$350	\$1,515
3.d.	Final Design Deliverables: Reproducible Plans (Mylars)	1	1	1	1		2		6	\$865				\$500	\$1,365
4.	Project Meetings (5 Meetings)		10		20				30	\$4,500	\$2,160			\$125	\$6,785
5.	Project Schedule		2		2				4	\$640					\$640
6.	Right-of-Way Legal Descriptions		2				4		6	\$720					\$720
7.	Permits (Permit Fees are included in Direct Costs)		2	2	4	6	12	4	30	\$2,950				\$6,900	\$9,850
8.	Liquidated Damages Calculations				2				2	\$260					\$260
9.	Estimate of Probable Construction Cost		2	2	8	4	4		20	\$2,390	\$1,080				\$3,470
10.	Bid Period Assistance (2 Addenda)		2		4	2	8		16	\$1,720	\$520				\$2,240
	<b>SUBTOTAL TASK 2</b>	<b>6</b>	<b>60</b>	<b>40</b>	<b>216</b>	<b>132</b>	<b>312</b>	<b>30</b>	<b>796</b>	<b>\$85,390</b>	<b>\$27,335</b>			<b>\$9,775</b>	<b>\$122,500</b>
<b>TASK 3: Construction Phase Services</b>															
1.	Project Meetings (10 Meetings)		10		20				30	\$4,500	\$1,080			\$100	\$5,680
2.	Contractor's Request for Information (10 RFIs)		4	2	10	4			20	\$2,690	\$2,160				\$4,850
3.	Minor Plan Revisions (24 Hours)		2	2	4		16		24	\$2,610				\$50	\$2,660
4.	Site Visits (3 Site Visits)		4		6				10	\$1,540	\$540			\$50	\$2,130
5.	Shop Drawing Reviews (30 Submittals, 15 Resubmittals)		12	8	30	2		8	60	\$8,240	\$1,620				\$9,860
6.	Prepare Record Drawings			2	4		16	2	24	\$2,360	\$1,840			\$120	\$4,320
	<b>SUBTOTAL TASK 3</b>		<b>32</b>	<b>14</b>	<b>74</b>	<b>6</b>	<b>32</b>	<b>10</b>	<b>166</b>	<b>\$21,940</b>	<b>\$7,240</b>			<b>\$320</b>	<b>\$29,500</b>
	<b>TOTAL (TASKS 1 THRU 3)</b>	<b>8</b>	<b>128</b>	<b>74</b>	<b>368</b>	<b>198</b>	<b>420</b>	<b>60</b>	<b>1,254</b>	<b>\$146,030</b>	<b>\$39,975</b>	<b>\$7,500</b>	<b>\$18,500</b>	<b>\$13,495</b>	<b>\$219,500</b>

**Notes & Assumptions:**

- Moraez/Pham assume the following: Radio path study is not required; PLC and Central SCADA programming is by IRWD.
- We assume that ten (10) utility potholes by SAF-R-DIG will be required.
- Direct Costs / Materials include costs such as mileage to meetings/site, courier fees, soil borings, soil lab testing, permit fee reimbursement, and document reproduction costs.



February 11, 2014

Malcolm A. Cortez, P.E., Principal Engineer  
Irvine Ranch Water District  
Michelson Water Reclamation Plant  
3512 Michelson Drive  
Irvine, CA 92612

**Subject: Engineering Design Services for Chloramine Booster Stations at 3 Domestic Water Reservoirs Project - Request for Proposal**

Dear Mr. Cortez:

In response to IRWD's request, the URS Corporation (URS) Team has reviewed available project information and prepared several concepts for further evaluation during the Preliminary Engineering Phase of the project. For your consideration, our team of experts have prepared a comprehensive approach to implementing the project that addresses continued operation of the existing water reservoirs during construction. Within this process we have gained a full understanding of the project requirements and constraints allowing us to start work immediately with a minimal learning curve. Specifically, we believe the URS Team is the best qualified for your project for the following reasons:

**Team Members with Direct Relevant Experience** – The project team selected for this project is essentially the same team that provided the design services for both the Orange Park Acres Well No. 1 and the Syphon Reservoir Interim Facilities projects. Both projects incorporated chemical disinfection systems that included the design of sodium hypochlorite injection / storage systems; we bring practical experience with the water disinfection requirements of IRWD and the overall system. In addition, our lead engineers have completed similar projects that have incorporated a reservoir management system into the design—bringing an outside perspective to the project will provide the District with added value. The projects currently being contemplated by the District have site constraint issues, operational challenges during construction and technical operational issues that will need to be addressed during both the design and construction phases of the project. The URS Team's previous experience in developing similar projects will guide us through the details of the project ensuring successful completion.

**Knowledge of Your Project** – The URS team has worked diligently to understand the needs and goals of this project. During the development of the attached proposal, our team members have reviewed the development of the proposed project including discussions with Superior Water Technologies and the Orange County Fire Authority. Our discussions with Superior Water Technologies included the development of alternatives that will eliminate the pump prime loss issues, housing the mixing pump either at ground level or inside the proposed chemical storage building for ease of maintenance and access to the mechanical portions of the facilities. Orange County Fire Authority confirmed minimum chemical separation and overall fire requirements of the proposed facilities.

**Highest and Best Value to District** – URS respects the District as a partner with common goals for a successful project. We are confident that our design team and project approach will provide the District with the highest and best value in the design of this project.

URS Corporation  
2020 East First Street, Suite 400  
Santa Ana, CA 92705  
Tel: 714.835.6886  
Fax: 714.867.7147  
www.urscorp.com

Please contact me with any questions at (714) 648-2857 or via email at [Joseph.Long@urs.com](mailto:Joseph.Long@urs.com). We appreciate the opportunity to continue our partnership with Irvine Ranch Water District in delivering an outstanding project.

Sincerely,

**URS Corporation Americas**



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Joseph Long, PE  
Project Manager



---

Richard Hart, PE  
Vice President/Office Manager



# TABLE OF CONTENTS

## COVER LETTER

- 1 PROJECT UNDERSTANDING / SCOPE OF SERVICES ..... 1**
  - 1.1 PROJECT OVERVIEW ..... 1
  - 1.2 PROJECT DEVELOPMENT METHODOLOGY ..... 2
  - 1.3 SCOPE OF WORK ..... 13
- 2 PROJECT TEAM ..... 23**
  - 2.1 KEY TEAM MEMBERS AND QUALIFICATIONS ..... 23
  - 2.2 SUBCONSULTANTS ..... 25
  - 2.3 SCHEDULE ..... 26
  - 2.4 ORGANIZATION CHART ..... 27
- 3 PROJECT EXPERIENCE AND REFERENCES ..... 28**
- 4 SCHEDULE ..... 32**
- 5 BUDGET ..... 34**
- 6 JOINT VENTURE ..... 35**
- 7 CONFLICT OF INTEREST ..... 36**
- 8 INSURANCE ..... 37**
- 9 CONTRACT ..... 40**

## APPENDIX - RESUMES

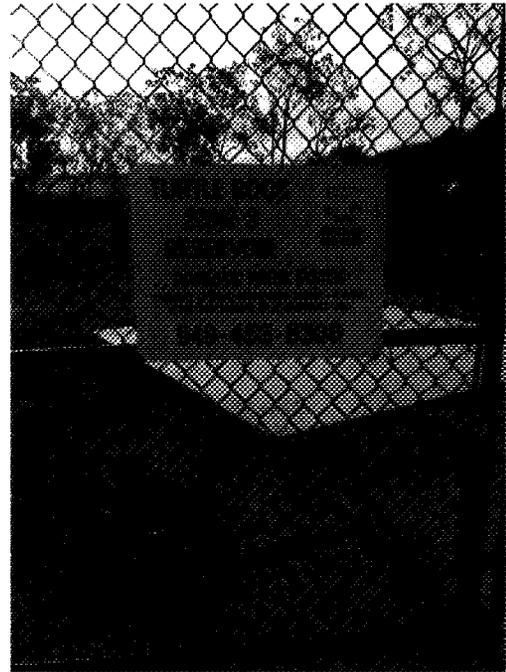


## 1 PROJECT UNDERSTANDING / SCOPE OF SERVICES

### 1.1 PROJECT OVERVIEW

Irvine Ranch Water District (IRWD) has experienced degraded water quality in several existing tank reservoirs due to nitrification caused by sagging chlorine residuals and low water supply turn-over. The potential of nitrification increases throughout the summer months as outside temperatures rise and thus raise the temperatures of the water being stored in the tank. The recommended methods of controlling nitrification occurrences in storage and distribution systems include the control of free ammonia by increasing the chlorine to ammonia-nitrogen ratio to near 5:1, improving storage turn-over rates and increasing residual chloramine or the use of breakpoint chlorination in specific problem areas.

In order to address nitrification issues, IRWD has been retrofitting several existing reservoirs with Reservoir Management Systems (RMS) that include in-tank mixing, chemical storage/injection/dispersion equipment and residual disinfection analyzers which provide direct and consistent monitoring capabilities at each facility. The current project consists of retrofitting three existing reservoirs / pumping facilities that include the Turtle Rock Zone 3 Reservoir, Foothill Zone 6 Reservoir and the Portola Zone 9 Reservoir. Each project will include the construction of a new chemical storage building, storage tanks that will provide approximately a 2-week supply of aqueous ammonia and sodium hypochlorite, metering pumps, and chlorine residual analyzers. IRWD has specified that the RMS will be provided by Superior Water Technologies, specifically the Vortex Reservoir Management System. Throughout the project, the URS Team will be collaborating with Superior Water Technologies in the development of the chemical storage requirements, metering equipment, and the deployment of the Reservoir Management System. In addition, our team will work on developing solutions that address minor operational issues associated with the current Reservoir Management System. At the project sites where back-up power is available, it is assumed that the new Reservoir Management System and chemical injection will be incorporated into the overall operations of the reservoir and pump stations during a power outage.



Our team will develop this project in a phased approach as indicated in the original Request for Proposal, dated January 10, 2014. The project phases consist of the following:

- Phase I – Preliminary Engineering / Preliminary Design Report
- Phase II – Final Engineering / Final Design
- Phase III – Construction Phase Services

Each phase of the project will be authorized under separate written Notice to Proceed provided by IRWD.



## 1.2 PROJECT DEVELOPMENT METHODOLOGY

The URS Team has reviewed all available existing documentation and have had discussions with Superior Water Technologies representatives along with the Orange County Fire Authority. As such, our team has a full understanding of the needs and goals of this project. During the preparation of this proposal, URS prepared several concepts that provide insight as to site layout, equipment arrangement and the existing conditions and challenges at each site. Our goal is to provide a standardized typical design for this project that may be used for future RMS conversion projects located throughout the District's service area.

### **Preliminary Engineering / Preliminary Design Report**

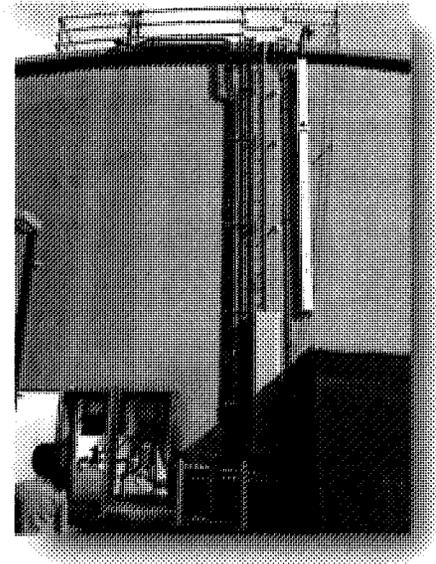
During the Preliminary Design Phase of the project, the URS Team will review alternative equipment configurations for chemical storage, chemical pumping/metering and the RMS system. It is also our understanding that the existing roof-mounted Vortex System suffers from pump priming loss when the tank reservoir water surface elevation is below 20 feet from the roof of the reservoir.

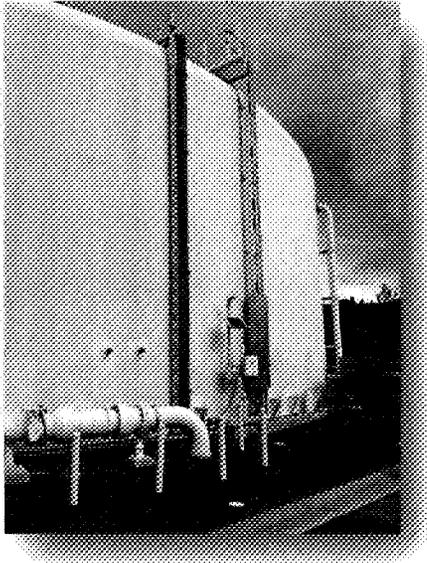
We will fully develop design scenarios for the proposed Vortex Reservoir Management System that are intended to alleviate pump priming issues currently being experienced during operation of other existing systems. The operational considerations that will be addressed during the Preliminary Design Phase are as follows:

- Vortex Reservoir Management System – Our team will evaluate alternative placement and operational scenarios regarding the overall Vortex Reservoir Management System. As part of our due diligence in the preparation of this proposal, our team members initiated several conversations with Superior Water Technologies discussing potential solutions regarding the priming loss of the Vortex pump during start-up associated with drain-down on the suction side of the pump inside the reservoir. The following is a generalized description of each proposed operational scenarios being considered during the Preliminary Engineering Phase.

Scenario 1 - The first operational scenario to be evaluated is to traditionally mount the Vortex Unit on the top of the reservoir and incorporate a pre-run priming system. The pre-run priming system would flood the suction side of the Vortex pump at start up purging any air accumulated in the line ensuring a smooth pump start. Discussions regarding the pre-run priming system will follow.

Scenario 2 - The second operational scenario to be evaluated is a ground mounted Vortex Unit. In this scenario, the pumping portion and chemical feed connections will be ground mounting the Vortex unit at the base of the above-ground storage tanks. It is anticipated that only the mixing pump and distribution manifold will be located at ground level with conduits connecting the Vortex Mixing Unit and Chemical Injection being mounted to the side of the existing storage reservoir. The ground mounted equipment configuration is anticipated to provide direct maintenance access to mechanical portions of the unit without additional safety measures, provide a positive prime to the pump by





syphoning inlet flows to the pump over the side of the reservoir, and minimize additional roof stresses on the existing tank.

Scenario 3 - The third operational scenario to be evaluated is to incorporate the Vortex Unit in the Chemical Storage Building. The intent is the same as the second operational scenario, with the exception that all mechanical equipment for the Vortex Unit is to be housed in the same building as the chemical storage. The distinct advantages to housing the unit in the chemical building would be increased security, ease of maintenance operations, and ensuring positive priming on the suction side of the mixing pump.

During the Preliminary design phase, the URS Team will evaluate all of the above operational scenarios to develop the final preferred option. This effort will include considerable coordination with both Superior Water

Technologies and IRWD Staff.

- Pre-Run Priming System – To alleviate the Vortex Unit prime loss, our team will consider development of a pre-run priming system. This proposed system would utilize a local water source to flood the suction side of the Vortex centrifuge pump. The priming operation would be accomplished by plumbing a supply line into the suction line being fed by either local supply or a small displacement pump, a series of solenoid valves would bleed off any air trapped in the suction line and another solenoid valve would be placed in the fill line to ensure no water would be sucked through the displacement pump during normal operations. The priming operation would operate for a period of time prior to starting the RMS facility for normal operations. The Pre-Run Priming System would be configured such that the proposed Vortex System would be placed on the top of the reservoir.
- Chemical Storage and Fire Suppression Requirements – The chemical storage building is anticipated to house both aqueous ammonia and sodium hypochlorite. Since both of these chemicals are considered as incompatible in the event of an accidental release, there are specific storage requirements that need to be incorporated into the design and layout of the chemical building. Based on fire requirements, specifically hazardous materials handling and storage, all storage vessels are required to have a minimum 20 foot clear separation (2013 California Fire Code, Section 500.3.9.8) and the maximum material storage for corrosive materials is 500 gallons (2013 California Fire Code, Table 5003.1.1(2)) unless an automatic fire suppression system is installed. As part of the development of this proposal, the URS Team has prepared a general Chemical Storage Building layout that meets the minimum hazardous material handling requirements and appears to be conducive with the site constraints at each project location. Our local team will work directly with IRWD staff to develop specific chemical storage buildings for each project site based on the unique constraints, access and operational requirements deemed most appropriate to meet IRWD's needs. In addition, the general building layout includes housing portions of the Vortex RMS pumping and chemical injection system (see attached Figures A and B).



For both the Foothill and Portola project sites, the Chemical Storage Buildings will be constructed in a fire resistant manner that includes a sloped concrete tile roof, closed soffits and fire-resistant doors. Although it is not specifically required for hazardous materials handling, it is recommended that fire suppression be incorporated into the structure and the ventilation systems include intake and exhaust vents fire proofed with automatic dampers. Based on our experience in the design of the Orange Park Acres-Well No. 1, leaf debris collecting on flat roofs with parapet structures is a fire hazard and needs to be avoided. URS recommends that all of the new chemical buildings be constructed in fire resistant manner consistent with current design directives provided by the IRWD Design Division. Standardizing the chemical building for all three sites and therefore, reducing the overall construction costs of the project. As part of the preliminary design phase of the project, our team will review several building configurations and prepare a design review presentation to collaboratively develop the preferred chemical building configuration.

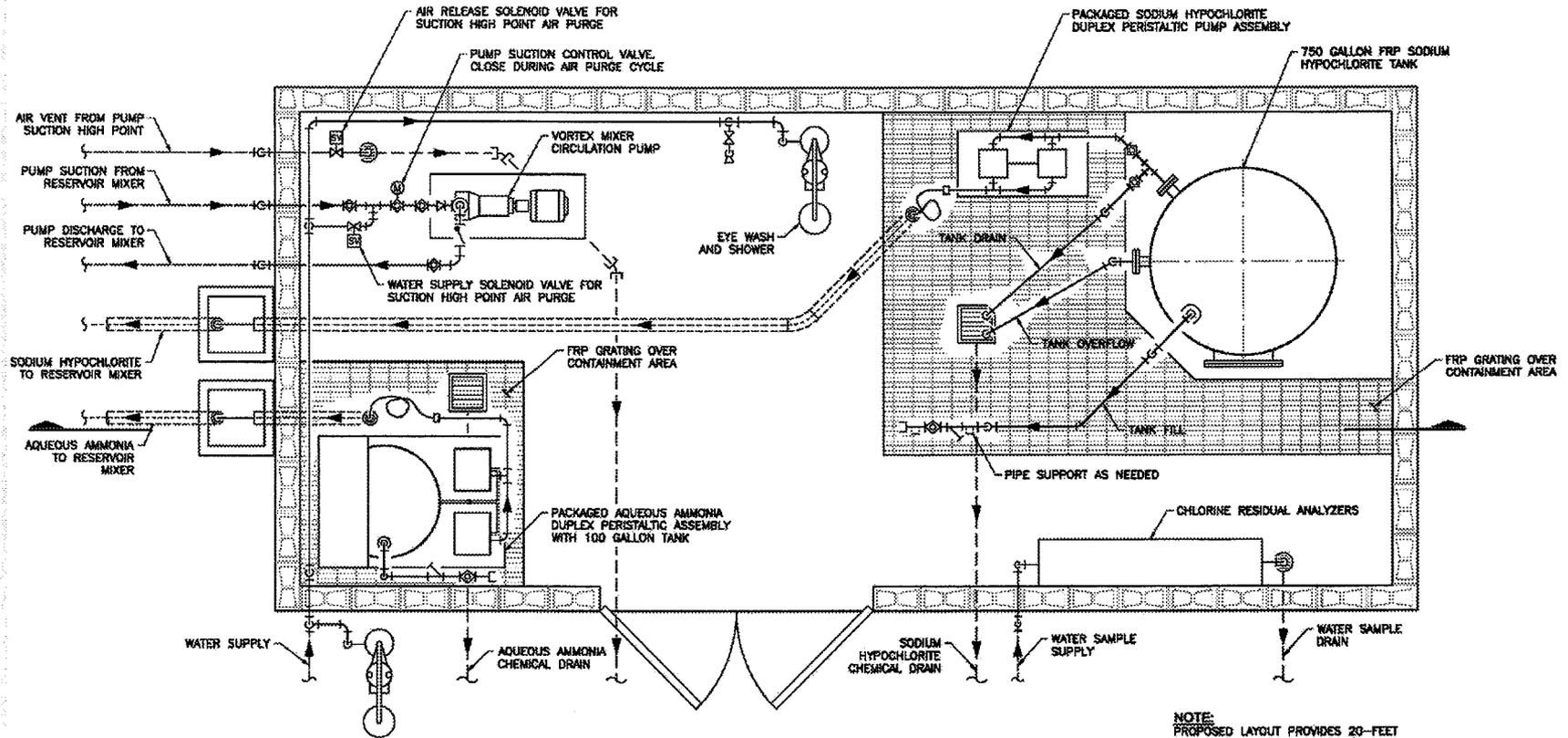
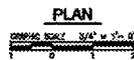


Figure A - Chemical Building Floor Plan



NOTE:  
PROPOSED LAYOUT PROVIDES 20-FOOT  
CLEAR SPACING BETWEEN TANKS AS  
REQUIRED PER CODE.

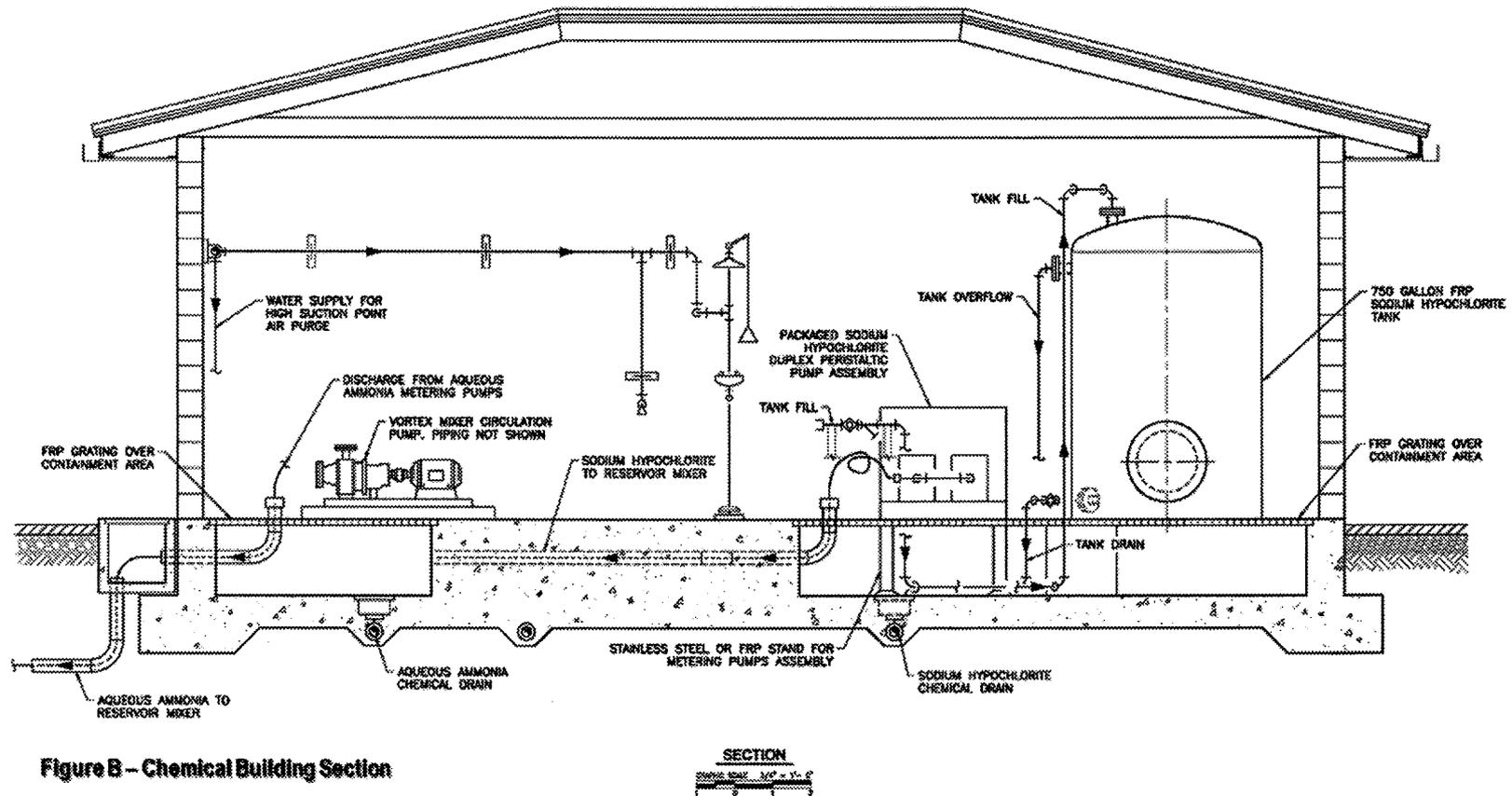
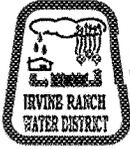


Figure B - Chemical Building Section



- Site Develop and General Civil Engineering – Each project site has its unique considerations and constraints including access, available space for the new facilities, surrounding land use and fire safety issues. The URS Team has developed preliminary site configurations for each project area. Each site configuration addresses access, adjacent land use, and minimizes disruption to the existing water distribution operations.

#### **Turtle Rock – Zone 3 Reservoir Site –**

The Turtle Rock – Zone 3 Reservoir Site is located in a residential neighborhood with homes in close proximity to the existing access walkway to the top of the reservoir. As shown in Figure C, the URS Team is proposing to locate the new Chemical Storage Building adjacent to the existing Zone 3 Pump Station along Minaret. The proposed building placement is driven by access constraints to the upper portions of the site adjacent to the underground storage reservoir including ingress/egress to and from the site, chemical deliveries at or above eye-level of the neighboring house and the issues of providing adequate turn-a-round access for delivery trucks and fire trucks without driving on top of the existing reservoir. The proposed building placement along Minaret provides for an opportunity to utilize landscaping measures to minimize the intrusive view similar to the existing pump station. In addition, placing the building along Minaret will facilitate chemical deliveries and provides ready access to the fire department, minimizing overall long-term project costs. The proposed location along Minaret will require the acquisition of an easement from the existing landscape and lighting district responsible for street maintenance.



The current reservoir has a unique design of an inner tank and an outer ring tank and as such, this site will require at a minimum one in-tank mixer for each tank. Discussions with Superior Water imply that it may be more preferable to mix the outer ring tank with multiple mixers to ensure proper chemical distribution. The URS Team will develop the most appropriate mixing equipment arrangement in collaboration with the IRWD staff.





**CHLORAMINE BOOSTER STATIONS AT DOMESTIC WATER RESERVOIRS**  
**TURTLE ROCK RESERVOIR**  
**FIGURE C**



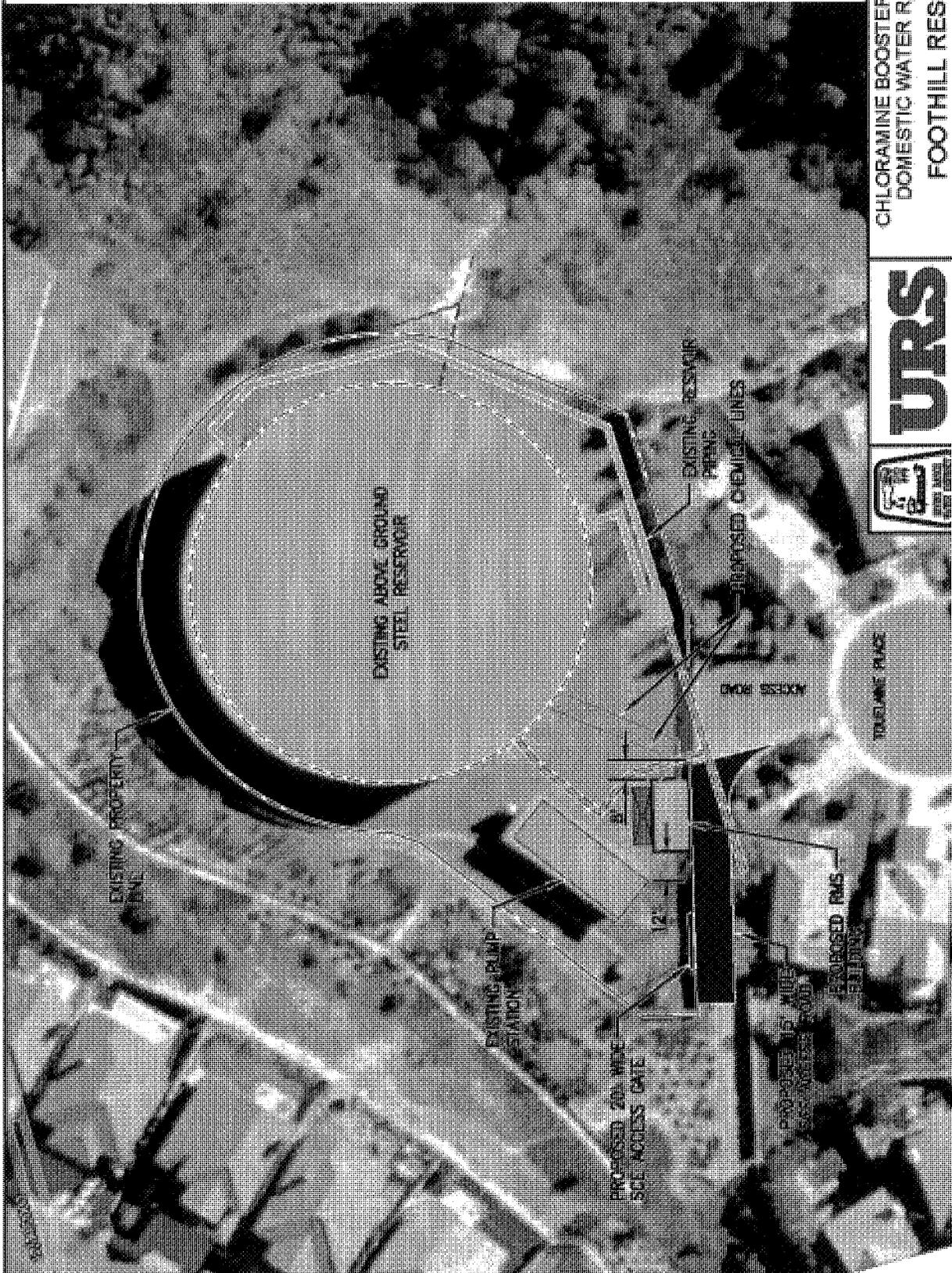
### Foothill Zone 6 Reservoir –

Foothill Zone 6 is located towards the eastern limits of Foothill Ranch in the City of Lake Forest. The specific site is surrounded by existing homes and is bounded by a natural open space to the east. This site location is situated in a high fire hazard area and in response, our team has developed a preliminary site configuration that minimizes the potential for fire hazards, does not require significant relocation of existing utilities and provides for the most optimal ingress/egress to the site.

Preliminarily, the URS Team has studied and placed the new chemical building along the southerly perimeter wall of the site just inside the existing site access gate as shown on Figure D. The proposed location appears to be the most viable based on existing yard piping, the shape of the site and the available surface area. This placement also provides adequate access for chemical deliveries and maintenance operations. In order to maintain access to the existing electrical transformer and switch gear, minor offsite improvements are required that include the construction of a driveway along the existing trail, and a new secondary access gate.

Due to the fact that the Foothill Reservoir site has an above ground tank with an approximate vertical differential from the ground to the top of the tank, this site may be a prime location to integrate portions of the Vortex RMS unit into the proposed chemical building addressing the pump priming issues at start-up and providing ease of maintenance for the mechanical portions of the system. The remaining non-mechanical portions of the Vortex System (mixing nozzle and distribution header) would be mounted on the top of the tank located towards the center to ensure proper in-tank mixing and eliminate potential dead zones within the tank. The existing chlorine analyzers as an option could be relocated to the new chemical storage building or left in place at the preference of IRWD.





**URS**

CHLORAMINE BOOSTER STATIONS AT DOMESTIC WATER RESERVOIRS  
FOOTHILL RESERVOIR

FIGURE D

C-15

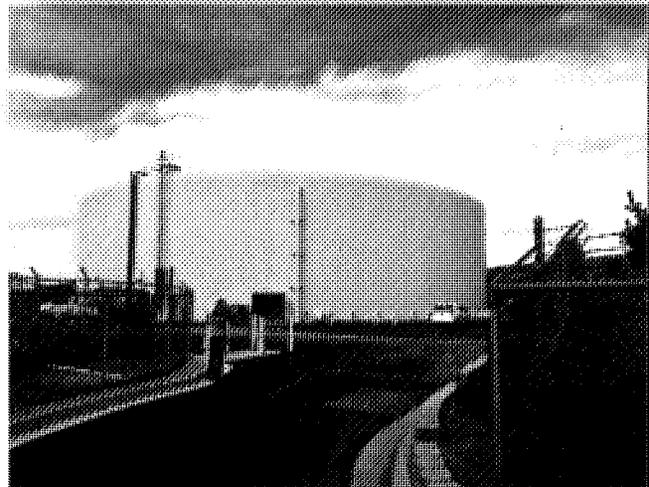


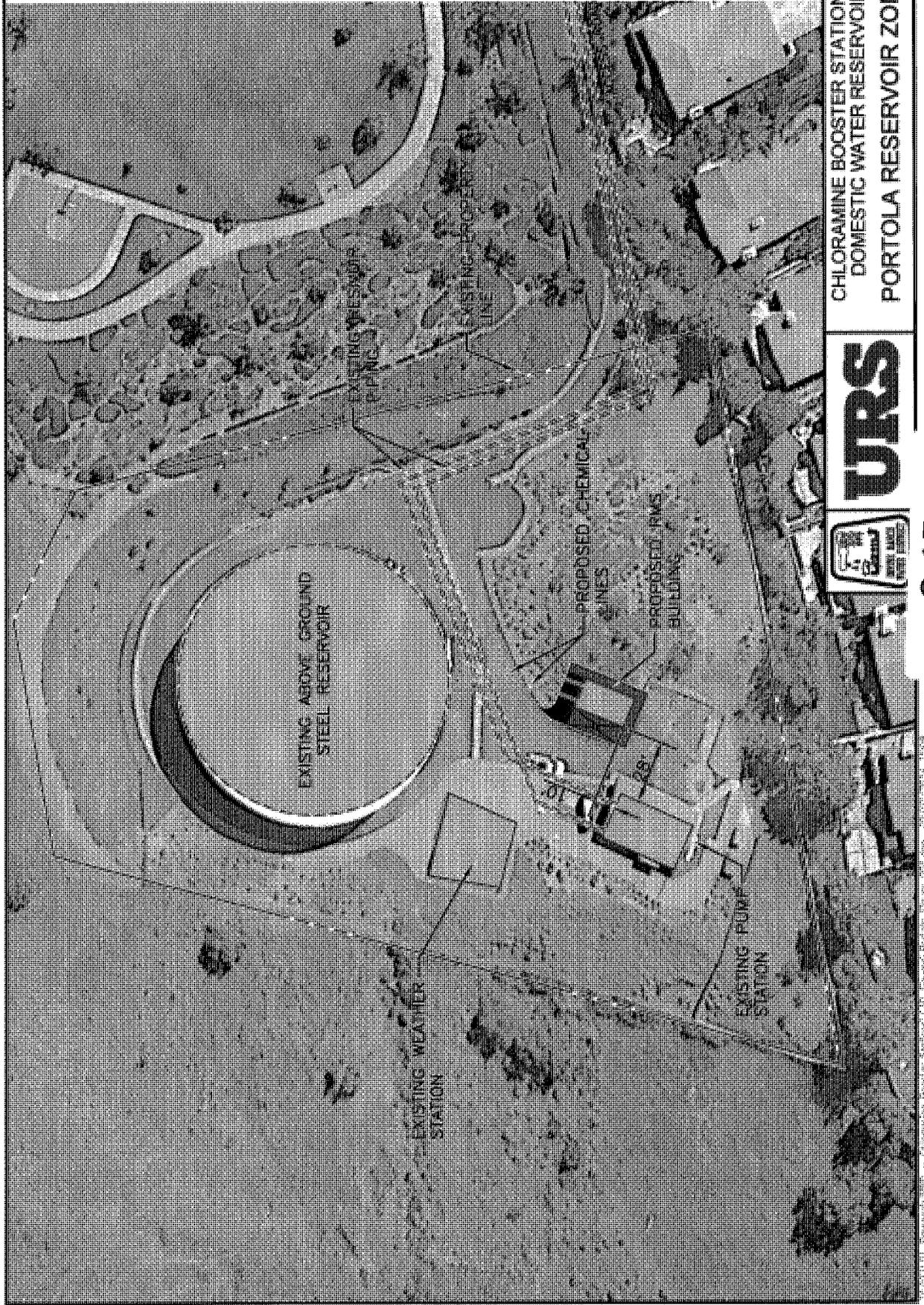
### Portola Reservoir – Zone 9

Portola Reservoir - Zone 9 is located at the far easterly limits of Foothill Ranch that is highly susceptible to wild fires. The site is similar to the Foothill site in that it is highly constrained with limited available space for a new chemical building. URS also understands that a permanent stand-by generator is going to be constructed on site along the far end of the site adjacent to the existing pump station building. The URS Team is proposing to utilize a portion of the existing landscaped area to locate the new chemical building. The proposed building site will provide adequate ingress and egress for chemical deliveries and maintenance purposes.

Although the potential of wild fires is not necessarily a main driver for this project site, it is a major consideration regarding building materials, ventilation and fire suppression. The proposed improvements will be constructed from fire resistant materials along with appropriate fire suppression. A preliminary site layout is shown on Figure E. The proposed chemical building location appears to be within existing IRWD property and therefore, no additional property acquisition will be required.

The implementation of the proposed Vortex Reservoir Management System is very similar to the Foothill site and therefore, several equipment arrangement alternatives will be developed by our team during the Preliminary Design Report phase of the project.





**URS**

CHLORAMINE BOOSTER STATIONS AT  
DOMESTIC WATER RESERVOIRS  
PORTOLA RESERVOIR ZONE 9

FIGURE

E



### 1.3 SCOPE OF WORK

The scope of work for the engineering design and construction phase services to construct chloramine booster stations at Turtle Rock Zone 3, Foothill Zone 6 and Portola Zone 8 Reservoirs includes Project Management, preparation of a Preliminary Design Report, Final Design, and Construction Phase Services. The Project Manual will be prepared using the latest IRWD Construction Manual, front-end documents, and appendices from IRWD. Design work will be completed in accordance with requirements identified in IRWD's Design Project Manual and IRWD's Electrical and Instrumentation and Control Design Standards.

The Scope of Work and Budget will be stand-alone documents that will become the Exhibits to the Agreement between URS and IRWD. Efforts shall consist of, but not be limited to, the following tasks:

#### Task 1: Preliminary Design Report

URS will review available background information for the project sites including as-built construction drawings, geotechnical reports, conduct site surveys and prepare conceptual site layouts at each reservoir site. URS will also identify the permits that need to be obtained or modified as part of this project and the necessary steps that need to be taken to obtain those permits on a timely basis. The information will be summarized in a Preliminary Design Report. The following items shall be specifically addressed as part of the preliminary design phase for the installation of chloramine booster stations at Turtle Rock Zone 3, Foothill Zone 6 and Portola Zone 8 Domestic Water Reservoirs.

1. Site Surveys –URS will prepare an overall topographic map for each project site that will include one foot contours, specific dimensions and locations of existing facilities and elevations and locations of potholes so that utility information may be incorporated into the topographic mapping and serve as the basis of design for the project.
2. Utility Review – URS will research existing utility information including all IRWD utilities and utilities owned by other agencies including power and communications. URS will utilize its subconsultant, SAF-r-DIG, to conduct the subsurface utility investigations (utility potholing) at each of the reservoir sites. Our team will locate the existing reservoir yard piping, outlet pipes, the existing reservoir drain pipes and other utilities as necessary for the proposed improvement at each project site. For budgeting purposes and as requested in the RFP, URS has budgeted for a total of ten (10) utility potholes throughout the reservoir sites. After initial utility investigation, URS will determine if all ten utility potholes will be necessary. If additional potholes are required, URS will obtain IRWD approval prior to proceeding. The project surveyor will locate all pothole locations and elevations and incorporate the utility information into the topographic mapping.
3. Geotechnical Review – URS will review the existing geotechnical reports for each of the project sites and determine if additional geotechnical investigations will be required. This task will include obtaining surrounding geotechnical reports utilized for the original subdivision development.
4. Optional Geotechnical Investigation- If it is determined that additional geotechnical investigations are necessary in order to design and construct the new chemical building at each of the project sites, URS will obtain prior approval from IRWD and a boring will be drilled at each of the



proposed building sites. Any additional geotechnical investigations will be authorized in writing from IRWD prior to commencement of the work.

5. Conceptual Layout – Utilizing the site survey information discussed above, the Team will prepare alternative conceptual site layouts for each reservoir site. The site plan for each location shall, at a minimum, identify property lines, all existing easements, the existing reservoir, existing utilities and existing electrical transformers/panels and electrical conduits. The alternative conceptual site layouts at each site will identify the proposed location of the new chemical building, conduit runs from the chemical building to the reservoir, location of the conduit penetration, location of the mixer installation and additional electrical transformers/panels if needed. Where deemed necessary, multiple alternatives for a site may be developed.
6. Electrical/Instrumentation - URS and our subconsultant, Moraes, Pham & Associates (MPA) will evaluate the existing power that is available and controls system at each reservoir site and determine if it is suitable for continued use with the proposed chloramine facilities. As part of this effort, necessary modifications to the existing power and control systems will be identified. MPA will prepare a preliminary operational scheme including Process and Instrumentation Diagram (P&ID), single line diagram, control equipment list, and method of integration into the existing IRWD SCADA system for the new facilities. If it is determined that additional power is required at the reservoir sites, the URS Team will work with Southern California Edison to coordinate and process the necessary service plan documents.
7. Right-of-Way – URS will identify all existing property lines and permanent easements at each of the reservoir sites. In addition, we will identify if additional easements are necessary and need to be obtained for the building, conduits or electrical transformers/panel. If additional right of way is required, we will prepare property requirement exhibits for use by IRWD to secure appropriate property rights.
8. Permits - URS will identify and prepare all permit applications and secure all permits with the controlling agencies. URS has identified and contacted the Fire Department with jurisdiction for each of the sites and will prepare the permit applications to include the chemical storage at each of the sites. Based on recent similar designs that URS has completed for IRWD, fire suppression systems were necessary. We have been in communications with the Orange County Fire Authority that has jurisdiction over these sites, and the maximum sodium hypochlorite that may be stored on-site without a fire suppression system is 500 gallons. URS will process the permit applications required by the issuing agency, and will furnish the required copies of all plans and exhibits. IRWD staff will sign all applications as required by the owner and pay the permitting fees. For this project, we have preliminarily identified the following permitting agencies that will need to be contacted:
  - Fire Department
  - Southern California Edison
  - City of Irvine



- 9. CEQA Documentation - URS will provide technical support to IRWD staff for the development of the California Environmental Quality Act (CEQA) documentation. It is understood that IRWD staff will be preparing the CEQA documentation for the project. URS activities will be limited to identifying potential construction impacts, areas of permanent impacts, and areas of temporary impacts due to construction activities. As requested in the RFP, URS has allocated \$4,000 in the PDR phase of the project to provide support services to IRWD.
- 10. Project Schedule – For the preliminary design phase, URS will update the project schedule monthly. The project schedule will reflect coordination items, submittal milestones, critical path items, IRWD review times and overall project schedule.
- 11. Estimates of Probable Construction Costs - URS will provide IRWD with a preliminary itemized engineer’s estimate of probable construction costs for the site layouts that are selected above for each of the reservoir sites. The preliminary cost estimates will include the new chemical buildings, equipment, modifications to the reservoirs, conduits, piping and modifications to the electrical/controls as well as conversion of the chlorine gas system to sodium hypochlorite. URS will incorporate and address comments from IRWD related to the cost estimates for the preliminary design alternatives.
- 12. Meetings URS will schedule and lead meetings with IRWD’s team to ensure that all design, operational and maintenance issues are being addressed. URS will provide agendas of upcoming project coordination meetings five working days in advance of the meeting and prepare meeting minutes and action items within one week following the meetings. These efforts are intended to ensure that all technical issues are being addressed and that the project remains on schedule. For the purposes of budgeting, URS has budgeted two hours for an information gathering meeting with IRWD Staff and operations personnel that will include a site visit to the three project sites and two hours for a second meeting to review the draft PDR.

Meeting/Workshop	Description
Project Kickoff Meeting and Initial Data Gathering	One two (2) hour meeting
PDR Design Development Meeting	One two (2) hour meeting

- 13. Deliverables - URS shall summarize the findings, concerns and recommendations for each reservoir site in a Preliminary Design Report (PDR). The PDR shall include, but not be limited to, findings, concerns, recommendations and development of any design criteria that is identified during the preliminary design phase.



**Chloramine Booster / RMS Facilities**  
**Preliminary Design Report**  
(Proposed Table of Contents)

Section

- 0.0 EXECUTIVE SUMMARY
- 1.0 INTRODUCTION
  - 1.1 Project Background
  - 1.2 Project Purposes
- 2.0 SITE DEVELOPMENT
  - 2.1 Introduction
  - 2.2 Proposed Improvements
  - 2.3 Project Site Layout and Equipment Arrangement
  - 2.4 Project Grading and Project Limits
- 3.0 CHEMICAL STORAGE REQUIREMENTS
  - 3.1 Chemical Demands
  - 3.2 Tank Storage Requirements
  - 3.3 Hydraulic Recommendations
  - 3.4 Chemical Feed Recommendation
  - 3.5 Fire Code Compliance
- 4.0 VORTEX RESERVOIR MANAGEMENT SYSTEM
  - 4.1 Introduction
  - 4.2 Pump Sizing and Headloss Calculations
  - 4.3 Equipment Arrangement Alternatives
  - 4.4 Pre-Run Priming System
- 5.0 ELECTRICAL, INSTRUMENTATION AND CONTROLS
  - 5.1 Introduction
  - 5.2 Electrical Requirements and Load Demands
  - 5.3 Motor Control Center
  - 5.4 Programmable Logic Controller
  - 5.5 Instrumentation
  - 5.6 Operational Controls
  - 5.7 Description of Operational Sequences
- 6.0 CONSTRUCTION ISSUES, PERMITS, SCHEDULES AND CONSTRUCTION DOCUMENTATION
  - 6.1 Introduction
  - 6.2 List of Permits and Requirements
  - 6.3 CEQA Support Documentation
  - 6.4 Equipment and Material Deliveries and Associated Lead Times
  - 6.5 Recommendations for Construction Phasing and Schedule
  - 6.6 Drawing List



- 6.7 Specifications List Project Manual Outline
- 6.8 Opinion of Probable Construction Costs

URS will submit ten (10) copies of the draft Preliminary Design Report (PDR) for IRWD's review and comment. Upon incorporation of IRWD's review comments, ten (10) copies of the final PDR shall be submitted. Submittal will include electronic copies in both an MS Word and PDF format.



**Task 2: Final Design**

During the final design phase, URS shall prepare a complete reproducible set of construction drawings and Project Manual. The following are the details of items to be completed during the final design phase.

1. Construction Drawings - URS will prepare detailed construction drawings in the latest version of AutoCAD using NCS V4.0 layering standards. Construction plans will be prepared on IRWD standard 24-inch x 36-inch sheets with IRWD title block (provided by IRWD prior to design). URS and our subconsultant, Moraes, Pham, and Associates (MPA), will prepare all required drawings. This will include general plans, civil plans, demolition and mechanical plans, structural plans, architectural plans, electrical plans, instrumentation/control plans, fire suppression plans (if needed), landscaping plans and associated details. URS will comply with the requirements of the preparation of the construction drawings outlined in the RFP in its entirety.

The final construction plans will be submitted to IRWD as AutoCAD files on a CD and as a single full-size PDF on a second CD. URS has prepared construction plans for IRWD on other projects and will utilize these as examples for reference. The following table presents our preliminary list of the construction drawings that may be anticipated.

**CHLORAMINE BOOSTER STATIONS**

**TURTLE ROCK ZONE 3, FOOTHILL ZONE 6, AND PORTOLA ZONE 8 RESERVOIRS**

**ANTICIPATED CONSTRUCTION DRAWING LIST**

Sheet No.	Drawing No.	Sheet Title
1	G-1	Title Sheet
2	G-2	Vicinity Map, Reservoir Location Maps, Standard Symbols, Abbreviations, Basis of Bearings, and Bench Marks
3	G-3	Public Agencies and Utilities, Private Engineer's Notices to Contractor, Job Site Safety, IRWD General Notes, and Sheet Index
4	C-1	Turtle Rock Zone 3 Reservoir Site, Construction Grading, and Demolition Plans
5	C-2	Turtle Rock Zone 3 Reservoir Site Improvement, Final Grading, Utility and Horizontal Control Plans
6	C-3	Foothill Zone 6 Reservoir Site, Construction Grading, and Demolition Plans
7	C-4	Foothill Zone 6 Reservoir Site Improvement, Final Grading, Utility and Horizontal Control Plans
8	C-5	Portola Zone 8 Reservoir Site, Construction Grading, and Demolition Plans
9	C-6	Portola Zone 8 Reservoir Site Improvement, Final Grading, Utility and Horizontal Control Plans
10	D-1	Retaining Wall Details
11	D-2	Roof Scuttle, Piping, and Roof Davit Crane Details
12	D-3	Tank Steel Handrail and Access Details
13	D-4	Tank Steel Conduit Support Details
14	S-1	Chloramination Building General Structural Notes



Sheet No.	Drawing No.	Sheet Title
15	S-2	Chloramination Building Steel Reinforcement Details
16	S-3	Chloramination Building Concrete Details
17	S-4	Chloramination Building Reinforced Masonry Details
18	S-5	Chloramination Building Roof
19	S-6	Chloramination Building Foundation Plan and Sections
20	S-7	Chloramination Building Miscellaneous Sections and Details
21	A-1	Chloramination Building Floor Plan
22	A-2	Chloramination Building Elevations
23	A-3	Chloramination Building Architectural Details
24	F-1	Fire Department Notes and Sign Details
25	P-1	Chloramination Building Plumbing Plan and Details
26	E-1	Standard Symbols & Abbreviations
27	E-2	Site Plan for Turtle Rock Zone 3 Reservoir
28	E-3	Site Plan for Foothill Zone 6 Reservoir
29	E-4	Site Plan for Portola Zone 8 Reservoir
30	E-5	Chloramination Building Power Plan
31	E-6	Chloramination Building Signal Plan
32	E-7	Chloramination Building Lighting Plan
33	E-8	Reservoir Hatch Penetrations and Modifications

2. **Project Manual** - URS will prepare the Project Manual in standard IRWD format and complete the front end documents, bidding and contract sections of the project manual, utilizing IRWD templates. We will utilize IRWD's standard technical specifications and identify and prepare supplemental sections as needed for the construction of a complete project. URS will include the allowable shutdown durations and sequencing associated with all connections and tie-ins to the existing IRWD facilities.

URS will provide an original set of bidding documents in 8-1/2 - inch by 11-inch format. Computer files of the Project Manual will be submitted to IRWD in the latest version of Microsoft Word on one CD and as a single PDF file on a second CD reproduction ready. URS has prepared Project Manuals for IRWD on several projects that will be utilized for reference.

3. **Final Design Deliverables** - URS will provide final design deliverables pursuant to IRWD's Design Project Manual. The final design deliverables will be as follows:
  - a. URS will submit eight (8) copies of the 75% submittal and one (1) CD containing the PDF files. Plans for the first submittal will include a draft set of drawings for the entire project. Site layouts, demolition, sections, and details will be provided for each component of the design such as civil, mechanical, architectural, structural, electrical, and controls improvements. Basic conduit alignments, existing utilities and P&ID's will be shown. The first submittal will also include all sections of the Project Manual with a draft of all necessary



technical specifications and an engineer’s estimate of probable construction costs. The General Provisions will not be included in the Project Manual for this submittal.

- b. URS will submit ten (10) copies of the 99% submittal and one (1) CD containing the PDF files. Plans for the second submittal will be a complete set and will clearly show layouts of each of the components of the design such as civil, mechanical, architectural, structural, electrical, instrumentation, and detail sheets. URS will incorporate IRWD staff comments received on the construction plans and project manual on the 75% submittal and during the 75% plan review meeting. URS will update the engineer’s estimate of probable construction costs for this submittal. As requested in the RFP, the General Provisions will not be included in the Project Manual for this submittal.
  - c. URS will submit ten (10) copies of the 100% submittal and one (1) CD containing the AutoCAD files for the entire plan set, and one (1) CD containing a single PDF file of the entire Project Manual. This submittal will include a final set of construction drawings and a complete Project Manual. URS will incorporate comments received from IRWD staff on the 99% submittal and update the engineer’s estimate of probable construction costs.
  - d. URS will submit one (1) final stamped and signed reproducible set of construction plans on mylar and an original signed Project Manual for IRWD signatures. URS will attend IRWD’s meeting for signatures to explain the project and answer questions. A final engineer’s estimate of probable construction costs will be submitted with the final plans and Project Manual.
4. Project Meetings – URS will schedule and lead meetings with IRWD’s team to ensure that all design, operational and maintenance issues are being addressed. URS will provide agendas of upcoming project coordination meetings five working days in advance of the meeting and prepare meeting minutes and action items within one week following the meetings. These efforts are intended to ensure that all technical issues are being addressed and that the project remains on schedule. In addition to the four (4) project meetings outlined in the RFP, URS has budgeted one (1) additional meeting to present and sign the final plans and project manual for a total of five (5) meetings. The meetings shall include the following:

Meeting/Workshop	Description
Final Design kick-off meeting	One two-hour meeting
Present the 75% design, discuss IRWD's comments, and discuss how the outstanding items were addressed	One two-hour meeting
Present the 99% design, discuss IRWD's comments and address how the outstanding items were addressed	One two-hour meeting
Present the 100% design, discuss IRWD's comments, and discuss how the outstanding items were addressed	One two-hour meeting
Present and sign the final plans and project manual	One one-hour meeting



5. Project Schedule – URS will submit project schedule updates with the draft and final design submittals at the 75%, 99% and 100% submittals. At the final design submittal, the schedule shall include: coordination items, submittal milestones, critical path items, IRWD review times, shop drawing approvals, manufacturing and delivery.
6. Right-of-Way Legal Descriptions – If right-of-way legal descriptions are required, URS will provide the necessary AutoCAD files to IRWD and IRWD shall prepare the legal descriptions.
7. Permits – URS will prepare and coordinate the permit applications with the necessary permitting agencies including the Orange County Fire Authority and Southern California Edison and the City of Irvine if an easement is needed at any of the sites. As discussed in Task 1, in the preliminary design section, URS will prepare and process the permit applications required by the issuing agencies, and will furnish the required copies of plans and exhibits. IRWD staff will sign all applications as required by the owner and pay the permitting fees. Copies of the completed permits shall be included in the Appendix in the Project Manual.
8. Liquidated Damages Calculations – URS will assist IRWD in calculating liquidated damages for the construction project. This would take effect if the Contractor exceeds the contract time. URS will utilize IRWD's standard liquidated damage calculation form.
9. Estimate of Probable Construction Costs - URS will update the engineer's estimate of probable construction costs prepared during the design phase for the 75%, 99% 100% and final submittals. URS will incorporate and address comments from IRWD related to the cost estimate.
10. Bid Period Assistance – During the bidding period, URS will provide information and prepare requests for clarification of the bid documents to prospective bidders and prepare addenda at the request of IRWD. URS has budgeted for preparation of up to two (2) bid addenda.

### **Task 3: Construction Phase Services**

URS will provide construction phase services including Project Management, submittal/shop drawing review, response to requests for information, and record drawings preparation. These services are detailed below.

1. Project Meetings – URS will conduct and attend ten (10) construction progress meetings of two hours each during the course of the project construction period and prepare agendas and meeting minutes.
2. Contractor's Request for Information (RFI) – URS will respond to contractor's requests for information and as requested in the RFP, URS has budgeted for approximately ten (10) Requests for Information.
3. Minor Plan Revisions – URS has budgeted twenty-four (24) hours of staff time for minor plan revisions to the construction drawings.
4. Site Visits – URS has budgeted three (3) site visits of two (2) hours each during the construction period.



5. Shop Drawing Reviews – URS has budgeted for the review of thirty (30) shop drawing submittals, and fifteen (15) resubmittals. Submittals will be reviewed for completeness and conformity with the contract documents. URS will deliver copies of the reviewed submittals to the IRWD Inspector, IRWD Project Manager, IRWD File and Contractor as required.
6. Record Drawings – At construction completion, URS will prepare record drawings on 24-inch by 36-inch mylars using the Contractor's and District Inspector's red lines. URS will deliver a final record drawing mylar set, including reissued signed mylars (as needed), AutoCAD files for the entire plan set, and a single color PDF electronic file on CD of the entire construction plan set.







March 24, 2014

Prepared by: Tanja Fournier

Submitted by: Cheryl Clary/Rob Jacobsen

Approved by: Paul Cook

## ACTION CALENDAR

### SERIES 1993 BOND LETTER OF CREDIT EXTENSION

#### SUMMARY:

The District currently has \$37.5 million of Series 1993 Bonds (1993 Bonds) with a Bank of New York Mellon (BNYM) letter of credit (LOC) scheduled to expire on June 2, 2014. Staff requested Bank of New York to provide pricing options to extend the letter of credit for three and five years; however, BNYM provided a proposal to extend the LOC for only one-year at the current pricing of 0.35%. Staff is recommending the Board approve extending the letter of credit with BNYM for one year.

Additionally, in connection with the recent Improvement District (ID) consolidation that occurred in November 2013, it is necessary to amend the Indenture for the 1993 Bonds to substitute the reference to IDs 105, 140 and 250 with the new consolidated IDs 125 and 225.

#### BACKGROUND:

The District currently has an LOC on the Series 1993 Bonds with Bank of New York Mellon, which expires on June 2, 2014. Staff requested a proposal from BNYM to provide pricing to extend the current letter of credit with three and five year pricing options, and requested proposals from Bank of America, US Bank, and Wells Fargo to provide pricing for an LOC with the same expiration terms. Bank of New York provided only a one-year extension option at the current rate of 0.35%. The other three banks listed above provided three-year LOC proposals, with Wells Fargo offering the lowest rate at 0.32%.

While Wells Fargo provided a lower fee and a three-year term on the rate, which would result in annual savings of approximately \$11,000, the legal and rating agency expenses to replace an LOC provider (estimated at more than \$60,000), makes the replacement at this time cost prohibitive. Staff has requested that BNYM reconsider a longer term for the LOC, and will provide any updated information to the Board at the meeting. Staff is recommending the Board approve extending the letter of credit with BNYM for one year or longer, if the bank provides a two or three-year expiration option at the same rate. A summary of the letter of credit pricing analysis is attached as Exhibit "A".

Additionally, in connection with the recent Improvement District (ID) consolidation that occurred in November 2013, it is necessary to amend the Indenture for the 1993 Bonds to substitute the reference to IDs 105, 140 and 250 with the new consolidated IDs 125 and 225. Legal counsel has prepared the First Supplemental Indenture and a Resolution approving the LOC extension and Supplemental Indenture attached as Exhibits "B" and "C", respectively.

**FISCAL IMPACTS:**

The Bank of New York Mellon LOC fee for the 1993 Bonds will be approximately \$128,050 for fiscal year 2014-2015, and will cost approximately \$10,000 in administrative and legal expenses for the LOC extension and drafting of the First Supplemental Indenture.

**COMMITTEE STATUS:**

This item was reviewed by the Finance and Personnel Committee on March 4, 2014.

**RECOMMENDATION:**

That the Board adopt the following Resolution by title:

RESOLUTION NO. 2014 - \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE IRVINE RANCH WATER DISTRICT  
AUTHORIZING CERTAIN ACTIONS IN CONNECTION  
WITH EXTENSION OF LETTER OF CREDIT  
(CONSOLIDATED SERIES 1993)

**LIST OF EXHIBITS:**

Exhibit "A" – Summary of Letter of Credit Pricing Analysis

Exhibit "B" – First Supplemental Indenture

Exhibit "C" – Resolution Authorizing Certain Actions in Connection with the LC  
Extension

Exhibit "A"

**IRVINE RANCH WATER DISTRICT  
LETTER OF CREDIT PRICING ANALYSIS**

March 4, 2014

Proposed Annual Fees - Letter of Credit - Series 1993 Bonds									
Series 1993 Bonds		Bank of New York (2) Aa2/AA-/AA-		Wells Fargo Aa3/AA-/AA-		US Bank Aa3/AA-/AA-		Bank of America A2/A/A	
Term	Stated Amount(1)	Fee	Annual Cost	Fee	Annual Cost	Fee	Annual Cost	Fee	Annual Cost
1-Year	36,586,608	0.35%	\$128,053	0.32%	\$117,077	0.34%	\$124,394	0.38%	\$139,029
2-Year	35,066,389			0.32%	\$112,212	0.34%	\$119,226	0.38%	\$133,252
3-Year	33,546,170	--		0.32%	\$107,348	0.34%	\$112,380	0.38%	\$127,475

(1) Stated amount represents the average par amount of bonds outstanding for the period, plus an average of 41 days of interest at the maximum rate of 12%.

(2) Bank of New York is the current L/C provider and only offered a 1-year extension at the current rate



Exhibit "B"

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

by and between the

IRVINE RANCH WATER DISTRICT

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee

Dated as of \_\_\_\_\_ 1, 2014

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Relating to

BONDS OF IRVINE RANCH WATER DISTRICT,  
CONSOLIDATED SERIES 1993

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## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE XIII AUTHORITY; DEFINITIONS .....	2
SECTION 13.01. Supplemental Indenture of Trust .....	2
SECTION 13.02. Authority for this First Supplemental Indenture .....	2
SECTION 13.03. Definitions.....	2
ARTICLE XIV AMENDMENT OF ORIGINAL INDENTURE .....	2
SECTION 14.01. Amendment of Section 1.01 .....	2
SECTION 14.02. Addition of Section 1.03 .....	3
ARTICLE XV MISCELLANEOUS .....	3
SECTION 15.01. Indenture to Remain in Effect.....	3
SECTION 15.02. Notice to Rating Agencies .....	3
SECTION 15.03. Counterparts .....	3
SECTION 15.04. Effective Date .....	3

## FIRST SUPPLEMENTAL INDENTURE OF TRUST

**THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST**, dated as of \_\_\_\_\_ 1, 2014, by and between the IRVINE RANCH WATER DISTRICT, a California water district and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as successor trustee;

### WITNESSETH:

**WHEREAS**, pursuant to the Original Indenture (capitalized terms used herein shall have the meanings given such terms pursuant to Section 12.03 hereof) IRWD has issued the Bonds constituting the consolidated general obligations of Improvement Districts Nos. 140, 240, 105 and 250 as provided in the Original Indenture; and

**WHEREAS**, pursuant to Section 36454 *et seq.* of the California Water Code, the Board of Directors (the “Board”) of IRWD ordered the consolidation of Improvement District Nos. 102, 105, 106, 121, 130, 135, 140, 161, 182, 184 and 186, as modified by certain annexations and detachments ordered by the Board, into a single improvement district designated “Improvement District No. 125”; and

**WHEREAS**, pursuant to Section 36454.1 of the California Water Code, the Included Amount of the Bonds constituting the general obligation of Improvement District Nos. 105 and 140 were assumed by and became the liability of Improvement District No. 125; and

**WHEREAS**, pursuant to Section 36454 *et seq.* of the California Water Code, the Board ordered the consolidation of Improvement District Nos. 2(202), 206, 221, 230, 235, 250, 261, 282, 284 and 286, as modified by certain annexations and detachments ordered by the Board, into a single improvement district designated “Improvement District No. 225”; and

**WHEREAS**, pursuant to Section 36454.1 of the California Water Code, the Included Amount of the Bonds constituting the general obligation of Improvement District No. 250 were assumed by and became the liability of Improvement District No. 225; and

**WHEREAS**, the Board of IRWD desires to amend the definition of “Improvement Districts” in the Original Indenture and supplement the Original Indenture to reflect the aforementioned consolidations; and

**WHEREAS**, [Section 9.01(b) of the Indenture provides that the provisions of the Indenture may be amended or supplemented without the written consent of the Owners, but with the written consent of the Bank when a Letter of Credit is in effect so long as the Bank is not in default on the Letter of Credit; and

**WHEREAS**, New York Mellon is currently the Bank under the Indenture and is not in default on the Letter of Credit; and

**WHEREAS**, IRWD has received written consent from the Bank to the amendments and supplements contained in this First Supplemental Indenture; and]

**WHEREAS**, IRWD has determined that all acts and things which are necessary in connection with the authorization, execution and delivery of this First Supplemental Indenture have been done and performed in due time, form and manner;

**NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:**

That IRWD, in consideration of the premises, the acceptance by the Trustee of the trusts created by the Indenture, as amended and supplemented from time to time, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, it is agreed by and between IRWD and the Trustee as follows:

**ARTICLE XII**

**AUTHORITY; DEFINITIONS**

**SECTION 12.01. Supplemental Indenture of Trust.** This First Supplemental Indenture is amendatory and supplementary of the Original Indenture.

**SECTION 12.02. Authority for this First Supplemental Indenture.** This First Supplemental Indenture is entered into in accordance with Article IX of the Original Indenture.

**SECTION 12.03. Definitions.** (a) Except as otherwise defined by this First Supplemental Indenture, all terms which are defined in Section 1.01 of the Original Indenture, shall have the same meanings, respectively, in this First Supplemental Indenture as such terms are given in said Section 1.01 of the Original Indenture.

(b) **Additional Definition.** The following term shall, for all purposes of the Indenture, have the meaning set forth below:

**“First Supplemental Indenture”** means this First Supplemental Indenture of Trust, dated as of \_\_\_\_\_ 1, 2014, by and between the Irvine Ranch Water District and The Bank of New York Mellon Trust Company, N.A., as successor trustee, relating to the Bonds of Irvine Ranch Water District, Consolidated Series 1993.

**“Original Indenture”** means the Indenture of Trust, dated as of May 1, 1993, by and between the Irvine Ranch Water District and The Bank of New York, as trustee, relating to the Bonds of Irvine Ranch Water District, Consolidated Series 1993.

**ARTICLE XIII**

**AMENDMENT OF ORIGINAL INDENTURE**

**SECTION 13.01. Amendment of Section 1.01.** The definition of the term “Improvement Districts” in Section 1.01 of the Original Indenture is hereby amended in its entirety to read as follows:

**“Improvement Districts”** means Improvement District No. 125, Improvement District No. 225, and Improvement District No. 225 of IRWD, or any successor improvement district to any thereof.

**SECTION 13.02. Addition of Section 1.03.** The following Section 1.03 is added to Article I of the Original Indenture:

**SECTION 1.03. Interpretation; Construction.** The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Indenture as a whole and not to any particular articles, section, subdivision or clause thereof. References to definitions of terms used herein shall be to the definition of such terms in Section 1.01. References in the Indenture to Improvement District No. 140 shall be deemed to be references to Improvement District No. 125. References in the Indenture to Improvement District No. 105 shall be deemed to be references to Improvement District No. 125. References in the Indenture to Improvement District No. 250 shall be deemed to be references to Improvement District No. 225.

**ARTICLE XIV**

**MISCELLANEOUS**

**SECTION 14.01. Indenture to Remain in Effect.** Save and except as amended by this First Supplemental Indenture, the Original Indenture shall remain in full force and effect.

**SECTION 14.02. Notice to Rating Agencies.** Pursuant to Section 11.15 of the Indenture, the Trustee shall give notice of this First Supplemental Indenture to the Rating Agencies.

**SECTION 14.03. Counterparts.** This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 14.04. Effective Date.** The effective date of this First Supplemental Indenture shall be \_\_\_\_\_.

**IN WITNESS WHEREOF**, IRWD has caused the First Supplemental Indenture of Trust to be signed in its name and on its behalf by the President of its Board of Directors, and its seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused the First Supplemental Indenture to be signed in its name and on its behalf by its duly authorized signatories.

**IRVINE RANCH WATER DISTRICT**

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

Steven E. LaMar, President of the  
Board of Directors of the  
Irvine Ranch Water District

[SEAL]

ATTEST:

\_\_\_\_\_  
Leslie Bonkowski, Secretary of  
the Board of Directors of  
the Irvine Ranch Water District

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee**

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

Authorized Signatory

Exhibit "C"

RESOLUTION NO. 2014-\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE IRVINE RANCH WATER DISTRICT  
AUTHORIZING CERTAIN ACTIONS IN CONNECTION  
WITH EXTENSION OF LETTER OF CREDIT  
(CONSOLIDATED SERIES 1993)

WHEREAS, the irrevocable letter of credit of the Bank of New York Mellon (the "Letter of Credit") has been issued relating to the Bonds of Irvine Ranch Water District, Consolidated Series 1993 (the "Bonds"), and the Letter of Credit is scheduled to expire on June 2, 2014; and

WHEREAS, after evaluating proposed terms and conditions for extending the Letter of Credit, the Board of Directors believes it is in the interest of Irvine Ranch Water District to authorize the extension of the Letter of Credit as provided herein; and

WHEREAS, the Letter of Credit was issued pursuant to the Reimbursement Agreement, dated as of June 1, 2012, between the District and the Bank, relating to the Letter of Credit (the "Reimbursement Agreement"); and

WHEREAS, pursuant to the Reimbursement Agreement, the Bank has executed and delivered a notice in the form of Annex J thereto that it has extended the stated expiration date of the Letter of Credit to June 2, 2015; and

WHEREAS, the Bonds were issued constituting the several general obligations of Improvement District Nos. 105, 140, 240 and 250, pursuant to an Indenture of Trust relating to the Bonds, dated as of May 1, 1993 (the "Indenture"), by and between the District and The Bank of New York Mellon Trust Company, N.A.; and

WHEREAS, pursuant to Section 36454 *et seq.* of the California Water Code, the Board of Directors (the "Board") of the District ordered the consolidation of Improvement District Nos. 102, 105, 106, 121, 130, 135, 140, 161, 182, 184 and 186, as modified by certain annexations and detachments ordered by the Board, into a single improvement district designated "Improvement District No. 125"; and

WHEREAS, pursuant to Section 36454.1 of the California Water Code, the Included Amounts (as such term is defined by the Indenture) of the Bonds constituting the general obligation of Improvement District Nos. 105 and 140 were assumed by and became the liability of Improvement District No. 125; and

WHEREAS, pursuant to Section 36454 *et seq.* of the California Water Code, the Board ordered the consolidation of Improvement District Nos. 2(202), 206, 221, 230, 235, 250, 261, 282, 284 and 286, as modified by certain annexations and detachments ordered by the Board, into a single improvement district designated "Improvement District No. 225"; and

WHEREAS, pursuant to Section 36454.1 of the California Water Code, the Included Amount of the Bonds constituting the general obligation of Improvement District No. 250 was assumed by and became the liability of Improvement District No. 225; and

WHEREAS, the Board of the District desires to amend the definition of "Improvement Districts" in the Indenture to reflect the aforementioned consolidations and to make certain other amendments; and

WHEREAS, Section 9.01(b) of the Indenture provides that the provisions of the Indenture may be amended or supplemented without the written consent of the owners of the Bonds, but with the written consent of the Bank when a Letter of Credit is in effect so long as the Bank is not in default on the Letter of Credit; and

WHEREAS, there has been placed on file with the Secretary of the District the form of a first supplemental indenture of trust relating to the Indenture, and this Board desires to approve the form and authorize the execution of the first supplemental indenture of trust; and

WHEREAS, the Bank is not in default on the Letter of Credit, and IRWD has received written consent from the Bank to the amendments and supplements contained in the form of the first supplemental indenture.

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

Section 1. The Treasurer is hereby authorized and directed to cause the extension of the Letter of Credit. An amendment to the Reimbursement Agreement, if required, to provide for the extension of the Letter of Credit, without substantive changes to the existing terms and provisions of the Reimbursement Agreement, is hereby approved, and the President and Secretary of IRWD are authorized and directed to execute any amendment so approved.

Section 2. The foregoing authorization to cause the extension of the Letter of Credit shall include the approval of the terms of any amendments to agreements and instruments to be delivered by and to the remarketing agent. The President and Secretary of IRWD are authorized and directed to execute any amendment so approved.

Section 3. The first supplemental indenture of trust, by and between the District and the The Bank of New York Mellon Trust Company, N.A., to be dated as of February 1, 2014, relating to the Indenture, is hereby approved in the form on file with the Secretary upon adoption of this resolution, and the President and Secretary of the District are authorized and directed to execute it in such form, with such changes, insertions and deletions as are approved by the Treasurer of the District with the concurrence of the President, which approval will be conclusively evidenced by execution and delivery thereof.

Section 4. The foregoing authorization to cause the extension of the Letter of Credit shall further include any and all of the following: preparation and/or approval, execution and delivery of any notices, instruments, disclosure or other documents to be delivered or distributed in conjunction with the authorized actions; and any other actions to implement such extension of the Letter of Credit.

Section 5. The President, Secretary and each other officer of IRWD hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution.

ADOPTED, SIGNED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
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

By  \_\_\_\_\_

00174515/031914



March 24, 2014

Prepared by: K. Welch

Submitted By: F. Sanchez P. Weghorst

Approved By: Paul Cook

## ACTION CALENDAR

### WHEELING AGREEMENT WITH METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

#### SUMMARY:

Staff has finalized the Wheeling Agreement with the Metropolitan Water District of Southern California (Metropolitan) and the Municipal Water District of Orange County (MWDOC) titled "Agreement for Conveyance of Water Between the Metropolitan Water District of Southern California, Municipal Water District of Orange County and Irvine Ranch Water District" (Agreement). This Agreement will facilitate the delivery of 1,000 acre-feet (AF) of non-State Water Project (SWP) water from the Strand Ranch Integrated Banking Project (Strand Ranch) to IRWD's service area before the end of 2014. Staff recommends the Board authorize the General Manager to execute the Wheeling Agreement with Metropolitan and MWDOC, subject to non-substantive changes approved by the General Manager and legal counsel.

#### BACKGROUND:

In April 2011, IRWD, MWDOC and Metropolitan executed the Coordinated Operating, Water Storage, Exchange and Delivery Agreement (Coordinated Agreement) that allows IRWD (with Metropolitan's consent) to secure SWP water through unbalanced exchanges. At Metropolitan's discretion, the SWP can be stored either in the Strand Ranch or in Metropolitan's Southern California reservoirs and can be recovered by IRWD from either location and delivered to IRWD through exchanges with Metropolitan. The Coordinated Agreement does not, however, facilitate the delivery of non-SWP water from the Strand Ranch to IRWD's service area. Such deliveries must occur through the "Wheeling Service" provisions of Metropolitan's Administrative code.

#### Draft Wheeling Agreement:

In November 2012, staff and legal counsel began drafting a Wheeling Agreement that would facilitate IRWD's delivery of 1,000 AF of non-SWP stored water from the Strand Ranch to IRWD's service area. As requested by Metropolitan, the Draft Wheeling Agreement was modeled after two separate wheeling agreements that Metropolitan executed with the San Diego County Water Authority. Staff and legal counsel also incorporated language in the Agreement, approved by Metropolitan and MWDOC, which provides for the option of delivering the water through an operational exchange. Metropolitan has return obligations to a Kern County based water district in 2014, which creates an opportunity to exchange IRWD's stored non-SWP supply for water Metropolitan would be delivering into Kern County. The operational exchange would result in IRWD receiving 1,000 AF of water in the California Aqueduct from Metropolitan in exchange for IRWD recovering 1,000 AF of non-SWP water from the Strand Ranch and delivering for use in Kern County. The Agreement also includes a provision for this wheeling transaction to serve as a pilot project without disqualifying the Strand Ranch from consideration as Extraordinary Supply under a future Metropolitan Water Supply Allocation

Plan. f and legal worked closely with Metropolitan and MWDOC staff and legal counsel on revisions to the Agreement and the final Draft Wheeling Agreement is included as Exhibit "A". Staff reviewed the revisions to the revised Draft Wheeling Agreement with the Water Banking Committee on January 23, 2014. All future wheeling transactions will require a similar agreement for the delivery of non-SWP water to IRWD's service area, and this final Wheeling Agreement is intended to serve as a template for use in future IRWD wheeling requests.

Approvals:

On March 19, 2014, MWDOC's Board authorized the MWDOC General Manager to execute the Agreement subject to final review and approval by legal counsel. Under Metropolitan's "Wheeling Service", transactions can be implemented for a period of up to one year subject to the Metropolitan General Manager's determination of available system capacity. The Wheeling Agreement does not require Metropolitan's Board approval.

FISCAL IMPACTS:

The rates for "Wheeling Service" include Metropolitan's System Access Rate, Water Stewardship Rate and the Treatment Surcharge, if applicable for treated water. In addition, the wheeling party must pay Metropolitan for the actual cost (not system average) of SWP power service utilized for delivery of the wheeled water. Metropolitan shall also assess an administration fee of not less than \$5,000 per transaction. Consistent with MWDOC's Rate Resolution, MWDOC shall assess a one-time administrative charge based on actual staff and legal time spent on the Agreement (not to exceed \$20,000), and MWDOC shall assess an annual charge for actual staff time spent on accounting and administering at the time the water is wheeled (not to exceed \$5,000). Excluding the administrative costs, IRWD's estimated cost of "Wheeling" non-SWP water from the Strand Ranch using current groundwater recovery costs is \$639 per AF (untreated) compared with Metropolitan's Full Service Untreated Tier 1 rate of \$593 per AF.

ENVIRONMENTAL COMPLIANCE:

A Final Environmental Impact Report (FEIR) for the Strand Ranch Integrated Water Banking Project was prepared, approved and certified 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. The FEIR evaluates the delivery of both SWP and non-SWP water to the Strand Ranch and to IRWD's service area through Metropolitan's facilities.

COMMITTEE STATUS:

This item was reviewed by the Water Banking Committee on January 23, 2014.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE WHEELING AGREEMENT WITH METROPOLITAN AND MWDOC SUBJECT TO NON-SUBSTANTIVE CHANGES APPROVED BY THE GENERAL MANAGER AND LEGAL COUNSEL.

LIST OF EXHIBITS:

Exhibit "A" – Draft Agreement for Conveyance of Water Between the Metropolitan Water District of Southern California, Municipal Water District of Orange County and Irvine Ranch Water District



**EXHIBIT "A"**

**IRWD 02/19/14 DRAFT  
AGREEMENT NO. \_\_\_\_**

**AGREEMENT FOR CONVEYANCE OF WATER**

**BETWEEN**

**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA,**

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**

**AND**

**IRVINE RANCH WATER DISTRICT**

**DATED AS OF \_\_\_\_\_, 2014**

**AGREEMENT FOR CONVEYANCE OF WATER BETWEEN  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
AND IRVINE RANCH WATER DISTRICT**

**THIS AGREEMENT FOR CONVEYANCE OF WATER** (“Agreement”) is made and entered into as of \_\_\_\_\_, by and between The Metropolitan Water District of Southern California, the Municipal Water District of Orange County and the Irvine Ranch Water District. Metropolitan, MWDOC, and IRWD are sometimes referred to collectively as the “Parties” and each, individually, as a “Party.” Capitalized terms used herein and not otherwise defined shall have the meanings given such terms pursuant to Paragraph 1.1.

**RECITALS**

A. IRWD is a California water district formed and existing under the California Water District Law, Sections 34000 *et seq.* of the California Water Code, for the purpose of providing water services and certain other services. IRWD’s powers and purposes include the acquisition within or outside the district in the State of California of all necessary property or rights in property necessary or proper for the production, storage, transmission and distribution of water for irrigation, domestic, industrial and municipal purposes and the power to contract with one or more public agencies in carrying out any of its powers.

B. Metropolitan is a public agency of the State of California incorporated under the Metropolitan Water District Act, Stats. 1969, ch. 209, as amended, codified at Section 109.1 *et seq.* of Appendix to the California Water Code, engaged in transporting, storing and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura, within the State of California.

C. MWDOC is a municipal water district formed and existing under the California Water District Law, Sections 71000 *et seq.* of the California Water Code, for purposes that include providing its member agencies in Orange County with a safe, reliable and sufficient supply of imported water.

D. MWDOC is a member agency of Metropolitan.

E. IRWD is within the service areas of Metropolitan and MWDOC and is a member

agency of MWDOC.

F. IRWD has entered into an agreement with the Rosedale-Rio Bravo Water Storage District for the development and operation of the Integrated Banking Project, a water banking project consisting of recharge, storage and recovery facilities that are located on IRWD property in Kern County known as "Strand Ranch" and on other property and integrated into RRBWSD's water banking program, thereby allowing for the use of such recharge, storage and recovery facilities, together with available RRBWSD facilities, to provide IRWD with a means for acquiring, including through exchange, and regulating, through basin storage, water supplies to help meet its dry year and other water requirements. IRWD has in storage in its account in the Integrated Banking Project high-flow Kern River water that was previously acquired under an agreement with Buena Vista Water Storage District dated as of January 1, 2011, and that is exportable pursuant to pre-1914 water rights. IRWD desires to recover the quantity of approximately 1,000 acre-feet of such water and have Metropolitan convey (wheel) these recovered supplies to Metropolitan's service area, pursuant to the provisions of Section 4405 of Metropolitan's Administrative Code governing Wheeling Service. The administrative fee required by Code Section 4405(b) has been paid.

G. To recover water from its Integrated Banking Project for use in IRWD, IRWD must obtain the use of Metropolitan's water transportation system to wheel the water pursuant to the California Water Code provisions dealing with wheeling, Metropolitan's Administrative Code and Metropolitan's wheeling policies in effect at the time the water is wheeled.

H. RRBWSD, as lead agency, prepared the "Strand Ranch Integrated Banking Project - Final Environment Impact Report," dated May 2008 (SCH #2007041080). IRWD, as a responsible agency, adopted said environmental impact report on May 27, 2008. RRBWSD also prepared Addendum No. 1 to the environmental impact report, which evaluated the impacts of proposed modifications to the project description and found the modifications would not change the conclusions of the previously-certified EIR. Such environmental documentation for the Integrated Banking Project evaluated the sources of water for banking in the Integrated Banking Project, such as high-flow Kern River water and other exportable supplies, and the recovery and delivery of the banked water for use in IRWD's service area. BVWSD, as lead agency with respect to its Water Management Program, including the BVWSD Water Exchange Project pursuant to which IRWD acquired the Recovered Water, certified a Final Environmental Impact

Report on January 12, 2010.

I. MWDOC is willing and able to provide administrative services to assist with payment, crediting and other tracking as provided herein for water delivered by means of this Agreement. This includes the transfer and pass through of water deliveries and financial considerations between IRWD and Metropolitan relative to the rights and obligations set forth in this Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree to the following terms and conditions of this Agreement.

### **I.**

#### **DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, these terms, including any grammatical variations thereof, have the following meanings:

“Administrative Code” means the Metropolitan Water District Administrative Code.

“Banking Agreement” means the Agreement between RRBWSD and IRWD dated as of January 13, 2009, together with such amendments, supplements and exhibits thereto.

“BVWSD” means the Buena Vista Water Storage District.

“Delivery” means delivery of Recovered Water by Metropolitan to IRWD at IRWD Delivery Point(s) taking place at the rate determined by Metropolitan pursuant to Paragraph 2.2(b).

“Delivery Procedures” means the procedures described in this Agreement, the terms and conditions of the Administrative Code and customary practices relating to the delivery of Metropolitan Water at the IRWD Delivery Points.

“DWR” means the Department of Water Resources of the State of California, or its successor agency.

“DWR Delivery Agreement” means the agreement(s) referred to in Paragraph 2.2(a).

“Effective Date” means the date identified in the preamble clause of this Agreement.

“Extraordinary Supply” means a supply qualifying as an extraordinary supply under the Water Supply Allocation Plan.

“Integrated Banking Project” means the project described in the Banking Agreement and such other banking assets or components or interests as IRWD may determine to operate in conjunction with the Strand Ranch recharge, storage and recovery facilities.

“IRWD” means the Irvine Ranch Water District, the public agency referred to in Recital A.

“IRWD Delivery Point” means any of the Metropolitan and MWDOC service connections known as CM-01A and OC-7 (from the Orange County Feeder); CM-10, CM-12, OC-38, OC-39, OC-58 and OC-63 (from East Orange County Feeder No. 2); OC-68, OC-70 (through East Orange County Water District), OC-71, OC-72, OC73/73A, OC-74, OC-75, OC-83, OC-84 and OC-87 (from the Allen-McColloch Pipeline), OC-13/13A and OC-33/33A (from the Baker Pipeline) and any other Metropolitan service connection selected and operated in accordance with applicable operating rules and protocols in effect from time to time with respect to such pipelines, and any Metropolitan service connection used for delivery to any IRWD local storage reservoir or any other storage facility or capacity in which IRWD has a contractual or other legal right to store water.

“Metropolitan” means The Metropolitan Water District of Southern California; the public agency referred to in Recital B.

“Metropolitan Water” means water owned by Metropolitan and delivered to Metropolitan’s member public agencies in accordance with the terms and conditions of the Administrative Code and customary practices; provided, “Metropolitan Water” shall not mean Recovered Water under this Agreement.

“MWDOC” means the Municipal Water District of Orange County, the public agency referred to in Recital C.

“Recovered Water” means the water to be wheeled, referred to in Recital F, up to a total of 1,000 acre-feet.

“RRBWSO” means the Rosedale-Rio Bravo Water Storage District, or if applicable, other Bank Operator.

“SWP” means the State Water Project.

“SWP Contract” means the “Contract for a Water Supply” between Metropolitan and DWR dated November 4, 1960 as subsequently amended.

“Termination Date” means the one year anniversary of the Effective Date.

“Water Supply Allocation Plan” means Metropolitan’s Water Supply Allocation Plan and exhibits thereto, as originally adopted by Metropolitan on February 12, 2008 and as amended from time to time or any equivalent plan that may be adopted by Metropolitan as a replacement thereof.

“Wheeling Service” means the services subject to Section 4405 of the Administrative Code.

## 1.2 Rules of Construction.

(a) Unless the context clearly requires otherwise:

- (i) Each of the plural and singular forms includes the other;
- (ii) “Shall,” “will,” “must,” and “agrees” are each mandatory;
- (iii) “May” is permissive;
- (iv) “Or” is not exclusive;
- (v) “Includes” and “including” are not limiting;
- (vi) “Between” includes the ends of the identified range.

(b) Headings in the beginning of Articles, Paragraphs and subparagraphs are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used in construing it.

(c) The masculine gender shall include the feminine and neuter genders and vice versa.

(d) The word “person” shall include individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, water district and other entity of

whatever nature, except either Metropolitan, MWDOC or IRWD or an officer or employee of any of them.

(e) Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms thereof.

(f) Except as specifically provided herein, reference to any law, statute, regulation or the like means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including any rules and regulations promulgated thereunder.

## II

### DELIVERY OF THE RECOVERED WATER

2.1 Metropolitan Consent. Metropolitan consents to this AGREEMENT under Article XI, §9(a) of the California Constitution.

2.2 Delivery. Metropolitan will coordinate the conveyance and Delivery of Recovered Water, including entering into any necessary agreements with DWR (“DWR Delivery Agreement”) and this Agreement.

(a) Metropolitan Acceptance and Delivery. Metropolitan will cooperate with MWDOC and IRWD in arranging for conveyance of the Recovered Water, using IRWD’s or RRBWSD’s or other available capacity in the Cross Valley Canal conveyance facilities and through the California Aqueduct, including coordination of operational exchanges and the preparation of the DWR Delivery Agreement with DWR and other agencies as necessary. Metropolitan will convey the Recovered Water from Tupman Turnout Reach 13B and Deliver it to the IRWD Delivery Point designated by MWDOC and IRWD or in the absence of such a designation, any IRWD Delivery Point(s). Metropolitan will not be required to accept any Recovered Water that does not meet DWR’s requirements, including any water quality requirements for pump-in to the California Aqueduct.

(b) Delivery Rate. The Delivery of Recovered Water will take place at the lesser of (i) the same rate as such water is delivered from the Integrated Banking Project

or (ii) the same rate it moves through Metropolitan's system, subject to availability of capacity in Metropolitan's system above that required to convey Metropolitan Water, subject to IRWD's actual capability to accept the Recovered Water based on its then existing demands and available storage. If Metropolitan shall determine, in its sole discretion, that the quantity of the Recovered Water is an amount that will not have a material impact on the delivery capacity of Metropolitan's system, the limitation of clause (ii) of the preceding sentence shall not apply. If Metropolitan has not made such a determination, Metropolitan will promptly advise IRWD in advance if Metropolitan reasonably anticipates that there will be insufficient capacity in its system for delivery of the Recovered Water. If Metropolitan shall determine, in its sole discretion, that the quantity of the Recovered Water is an amount that will not have a material impact on the delivery capacity of Metropolitan's system, the recovery and delivery may be scheduled for times and amounts mutually agreed upon by Metropolitan and IRWD so as to be completed by the Termination Date.

(c) Delivery Practices. Metropolitan will use best efforts consistent with its historic Delivery Procedures to beneficially use and avoid loss through spill of the full amount of the Recovered Water.

(d) Acceptance of Delivery. IRWD shall accept the Recovered Water when delivered by Metropolitan as provided in clause (b) of this Paragraph. Metropolitan shall have no obligation to Deliver any Recovered Water to IRWD that IRWD does not or cannot accept as required by this Paragraph.

(e) Use Within Service Area. The Recovered Water must be used within IRWD's service area and IRWD may not sell, lease, or transfer Recovered Water for use outside of IRWD's service area without MWDOC's prior written consent.

2.3 Independent Local Supply. Irrespective of any Metropolitan pricing tier which may be in effect, Delivery of Recovered Water shall not be counted as water delivered by Metropolitan for purposes of aggregating the total of Metropolitan water delivered to MWDOC under a pricing tier.

2.4 Extraordinary Supply; Water Supply Allocation Plan. If the Recovered Water is delivered to a qualified extraordinary supply program, a consumptive use of that water shall not be deemed to occur until such water is withdrawn from the extraordinary supply program.

2.5 MWDOC To Pass Through Extraordinary Supply Benefits. MWDOC shall pass through to IRWD the applications of Extraordinary Supply under Paragraph 2.4, without alteration or limitation, except for any retail impact adjustments and adjustments for conservation hardening credits relating to Extraordinary Supply that are generally applicable and computed in a manner consistent with such adjustments applied to Extraordinary Supply of other MWDOC member agencies, pursuant to the Water Supply Allocation Plan and any MWDOC water supply allocation plan as amended from time to time. Delivery of Recovered Water under this Agreement is considered a pilot project and will not be deemed to result in a consumptive use of any Recovered Water for Extraordinary Supply program purposes.

2.6 MWDOC Participation. Whenever this Agreement refers to a transaction that requires the execution of a document, to the extent such document is legally required to be executed by a Metropolitan member agency in addition to or on behalf of IRWD, each such reference shall be deemed to refer to MWDOC acting jointly with IRWD or MWDOC acting on behalf of IRWD or for IRWD's account, and MWDOC agrees to be a named participant in such a transaction on behalf of or in addition to IRWD and to cooperate with Metropolitan and IRWD in processing any documentation in good faith and in a timely fashion so as to accomplish the purposes of this Agreement.

### III

#### **PAYMENTS FOR WATER DELIVERED TO IRWD**

3.1 MWDOC Payment. Metropolitan shall pay to DWR all DWR-related costs to move the Recovered Water to Metropolitan's service area, subject to the reimbursement specified in this Paragraph 3.1 and Paragraphs 3.2 and 3.3. MWDOC shall pay Metropolitan wheeling charges determined according to Section 4405 of the Code for each acre foot of Recovered Water wheeled by Metropolitan. These charges include: the System Access Rate, the Water Stewardship Rate, and the Treatment Surcharge, if applicable. All water delivered through treated-water IRWD Delivery Points will bear the Treatment Surcharge. In addition, MWDOC will pay the actual costs of power incurred by Metropolitan to convey the Recovered Water in the California Aqueduct from Tupman Turnout Reach 13B to IRWD Delivery Points. MWDOC also will reimburse Metropolitan for any additional administrative or other charges imposed by DWR on Metropolitan to convey the Recovered Water. The wheeling charges and

power costs will be those in effect at the time the water is Delivered and will be billed and paid in the same manner as the volumetric rate charged by Metropolitan for provision of Metropolitan Water.

3.2 IRWD Payment. IRWD shall pay MWDOC the costs paid by MWDOC to Metropolitan for each acre-foot of Delivery of Recovered Water, plus MWDOC's current or future customary charges used to recover administrative costs incurred by MWDOC in connection with delivering water to its member agencies, consistent with current MWDOC Resolutions and Ordinances.

3.3 Recovery Costs. IRWD shall pay the applicable costs charged by RRBWSD pursuant to the Banking Agreement for recovery of the Recovered Water, including and administrative charges as specified therein. IRWD shall also pay any applicable costs charged by the Kern County Water Agency.

3.4 Metropolitan and MWDOC Invoicing and Payment. Metropolitan shall submit monthly invoices to MWDOC in accordance with the Administrative Code, and MWDOC shall make monthly payments of amounts due pursuant to Paragraph 3.1 in accordance with the Administrative Code. In its invoicing to MWDOC for deliveries of water, Metropolitan shall separately identify any quantities of delivered water constituting Delivery of Recovered Water, determined as provided in Paragraph 2.2(a). MWDOC shall submit monthly invoices to IRWD in accordance with its generally applicable invoicing procedures, and IRWD shall make monthly payments of amounts due pursuant to Paragraph 3.2 in accordance with MWDOC's generally-applicable procedures. In its invoicing to IRWD for water deliveries, MWDOC shall separately identify any quantities of delivered water constituting Delivery of Recovered Water, as indicated on Metropolitan's invoice. MWDOC shall pass through the charges paid to Metropolitan pursuant to Paragraph 3.1, as indicated on Metropolitan's invoice, and shall not increase such rates or assess any additional charges except for the applicable MWDOC administrative charges specified in Paragraph 3.2.

3.5 Applicable Procedures. Unless otherwise provided for in this Agreement, all Metropolitan invoicing, billing and crediting processes shall be in accordance with generally applicable rules and regulations established from time to time by Metropolitan as reflected in the Administrative Code, and all MWDOC invoicing, billing and crediting processes shall be in accordance with the generally applicable rules and regulations established from time to time by

MWDOC. IRWD and MWDOC agree to develop mutually acceptable invoicing and reconciliation procedures that will govern in the event IRWD is receiving both Recovered Water and Metropolitan Water and/or water from other sources during the same invoicing period, which procedures shall preserve the intended economic, extraordinary supply, allocation and other consequence to IRWD of the differing treatment and characterization of such multiple deliveries.

## IV

### TERM

4.1 Commencement and Expiration. This Agreement shall become effective on the Effective Date and shall expire on the Termination Date, subject to Paragraph 4.4.

4.2 Early Termination. This Agreement may be terminated with the mutual written agreement of the Parties.

4.3 Force Majeure. If the performance, in whole or in part, of the obligations of the respective Parties, or any of them, to make any Delivery of Recovered Water under this Agreement is prevented by acts or failures to act of DWR or any agency, court or other government authority (other than the Parties), or any other person; by natural disaster (such as earthquake, fire, drought or flood), contamination or outbreak of a water borne disease, war, strike, lockout, act of God, act of civil or military authority; by the operation of applicable law; or by any other cause beyond the control of the affected Party or Parties, whether similar to the causes specified herein or not, then, in any such circumstances, the obligation of the affected Party or Parties to make such Delivery of Recovered Water under this Agreement shall be suspended from the time and to the extent that the performance thereof is prevented, but reasonable diligence shall be observed by the affected Party or Parties, so far as it lies in their power, in performing such respective obligations in whole or in part under this Agreement. In the event such performance of any of the Parties under this Agreement is prevented as described above, then during the period of such prevention, performance by the non-affected Party under this Agreement shall be excused until such prevention ceases, at which time all the Parties shall become obligated to resume and continue performance of their respective obligations hereunder during the term of this Agreement. Notwithstanding the foregoing, no such prevention shall suspend or otherwise affect any payment obligations for Delivery of Recovered Water actually

completed or any obligation of any Party to indemnify the other Parties pursuant to Paragraph 5.4, or shall extend the term of this Agreement beyond the Termination Date.

4.4 Survival. Notwithstanding the foregoing or anything to the contrary in this Agreement, the treatment and characterization of any Recovered Water actually delivered to Metropolitan as specified in Paragraphs 2.2(a), 2.3, 2.4 and 2.5, any outstanding payment obligation under Article III, and the provisions in Paragraph 2.6. and Article V shall survive the expiration or termination of this Agreement until the Parties have fully performed their obligations under this Agreement.

## V

### ADDITIONAL COVENANTS AND CONDITIONS

5.1 Applicable Laws. This Agreement and the actions described herein are contingent upon and subject to compliance with all applicable laws. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws provisions.

5.2 Wheeling Service. Wheeling Service under this Agreement is subject to the applicable provisions of the Administrative Code. Notwithstanding anything in this Agreement to the contrary, express or implied, Metropolitan shall have the right to amend the Administrative Code at its sole discretion, except that, for purposes of this Agreement, no such amendment shall result in a materially adverse change or modification of IRWD's rights to obtain Delivery of Recovered Water from the Integrated Banking Project, or the obligations of Metropolitan hereunder, or be binding on IRWD unless such effect is first approved by the Board of Directors of IRWD.

5.3 No Effect On Service Connection Agreements. Nothing herein shall alter, amend, or supersede any term or provision of the IRWD service connection agreements.

5.4 Indemnification.

(a) Metropolitan shall indemnify IRWD and MWDOC pursuant to Section 4502 of the Administrative Code against liability in connection with Metropolitan's Delivery of Recovered Water to the same extent as is required with respect to water supplied by Metropolitan to a member public agency. Such indemnification shall be in addition to any indemnification rights available under applicable law and to any other

remedy provided under this Agreement. Notwithstanding anything to the contrary in Section 4502 of the Administrative Code, Metropolitan's obligations pursuant to Section 4502 of the Administrative Code and this Paragraph 5.4(a) shall not be deemed to apply prior to the point where Metropolitan's control of the delivery of Recovered Water commences under Paragraph 2.2(a) except to the extent of any claims caused by Metropolitan's negligence or willful misconduct.

(b) IRWD shall indemnify Metropolitan and MWDOC pursuant to Section 4502 of the Administrative Code against liability in connection with acts of IRWD prior to IRWD's delivery of Recovered Water to Metropolitan at Tupman Turnout Reach 13B and after Metropolitan's Delivery of Recovered Water to the same extent as is required with respect to water supplied by Metropolitan to a member public agency. Such indemnification shall be in addition to any indemnification rights available under applicable law and to any other remedy provided under this Agreement. In addition to the liability indemnification provisions of the preceding sentence, IRWD shall defend, indemnify and hold harmless Metropolitan and MWDOC against claims and liabilities that arise from implementation of this Agreement, including liabilities arising from obligations to DWR assumed by Metropolitan, prior to the point where Metropolitan's control of the delivery of Recovered Water commences under Paragraph 2.2(a) except to the extent of any claims caused by Metropolitan's negligence or willful misconduct.

(c) MWDOC shall indemnify Metropolitan pursuant to Section 4502 of the Administrative Code against liability in connection with acts of MWDOC after Metropolitan's Delivery of Recovered Water to the same extent as is required with respect to water supplied by Metropolitan to a member public agency. Such indemnification shall be in addition to any indemnification rights available under applicable law and to any other remedy provided under this Agreement.

(d) Notwithstanding anything in this Agreement to the contrary, each Party agrees to proceed with reasonable diligence and use reasonable good faith efforts to jointly defend any lawsuit or administrative proceeding by any person other than the Parties challenging the legality, validity or enforceability of this Agreement.

5.5 No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a

permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.

5.6 Ambiguities. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

5.7 Entire Agreement. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement among the Parties pertaining to the conveyance of the Recovered Water and supersedes all prior and contemporaneous understandings or agreements of the Parties related to the Recovered Water. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

5.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**[signatures on following page]**

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

\_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

APPROVED AS TO FORM:

Marcia L. Scully  
General Counsel

By \_\_\_\_\_  
TBD  
Senior Deputy General Counsel

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**

\_\_\_\_\_  
Robert J. Hunter  
General Manager

APPROVED AS TO FORM:

Best, Best & Krieger

By \_\_\_\_\_  
\_\_\_\_\_

**IRVINE RANCH WATER DISTRICT**

\_\_\_\_\_  
Paul Cook  
General Manager

APPROVED AS TO FORM:

Bowie, Arneson, Wiles & Giannone

By \_\_\_\_\_  
Joan C. Arneson

