

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

March 10, 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.

COMMUNICATIONS TO THE BOARD

1. A. Written:

B. Oral: Mrs. Joan Irvine Smith relative to the Dyer Road Wellfield.

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

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

CONSENT CALENDAR

Resolution No. 2014-16

Items 3-20

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.

CONSENT CALENDAR - Continued

Items 3-20

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.

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 a resolution approving execution of the quitclaim deed to Irvine Community Development Company LLC.

Reso. No. 2014-

CONSENT CALENDAR – Continued	Resolution No. 2014-16	Items 3-20
10. <u>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</u>		
Recommendation: That the Board adopt a resolution approving execution of the quitclaim deed to the County of Orange.		Reso. No. 2014-
11. <u>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</u>		
Recommendation: That the Board adopt a resolution approving execution of the quitclaim deed to Irvine Community Development Company LLC and The Irvine Land Company LLC.		Reso. No. 2014-
12. <u>2014 SEWER REHABILITATION PROJECT</u>		
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. <u>PLANNING AREA 18 SOUTH (HIDDEN CANYON) DOMESTIC WATER AND RECYCLED WATER CAPITAL FACILITIES</u>		
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. <u>ON-CALL PLAN CHECK PROFESSIONAL SERVICES AGREEMENTS</u>		
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

Resolution No. 2014-16

Items 3-20

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

Items 3-20

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

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

Recommendation: That the Board approve 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).

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

Recommendation: That the Board authorize 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; authorize 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; authorize 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 authorize 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).

ACTION CALENDAR - Continued

23. **JANITORIAL SERVICES CONTRACT AWARD – THREE-YEAR TERM**

Recommendation: That the Board authorize 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.

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

Recommendation: That the Board authorize a budget increase for the Syphon Reservoir Interim Facilities project in the amount of \$315,100, from \$2,417,200 to \$2,732,300; approve an Expenditure Authorization in the amount of \$315,100; authorize the General Manager to execute Variance No. 4 in the amount of \$39,950 with URS Corporation, Inc.; authorize 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 authorize 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).

25. **SAN JOAQUIN MARSH CAMPUS MOLD REMEDIATION**

Recommendation: That the Board approve an Expenditure Authorization in the amount of \$168,900 for the San Joaquin Marsh Campus Mold Remediation, project 11665 (4130).

26. **STRAND RANCH WELL OPTIMIZATION AND MONITORING PROJECT**

Recommendation: That the Board authorize 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 telemetry equipment for six strand ranch extraction wells; approve an Expenditure Authorization in the amount of \$501,600 for project 11794 (5272); authorize 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 authorize the General Manager to negotiate and execute a Professional Services Agreement with Dee Jasper and associates for construction management services in an amount up to \$45,000.

OTHER BUSINESS

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

27. A. General Manager's Report

B. Directors' Comments

C. CLOSED SESSION WITH LEGAL COUNSEL RELATIVE TO ANTICIPATED LITIGATION – Government Code Section 54956.9(d)(2) – significant exposure to litigation (one potential case).

D. Open Session

E. 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 10, 2014
Prepared and
Submitted by: L. Bonkowski
Approved by: P. Cook

CONSENT CALENDAR

MINUTES OF BOARD MEETINGS

SUMMARY:

Provided are the minutes of the February 10, 2014 Regular Board Meeting and February 11, 2014 Adjourned Regular Board meetings for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

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.

LIST OF EXHIBITS:

- Exhibit "A" – Minutes of February 10, 2014 Regular Board Meeting
- Exhibit "B" – Minutes of February 11, 2014 Adjourned Regular Board Meeting

EXHIBIT "A"

MINUTES OF REGULAR MEETING – FEBRUARY 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 February 10, 2014 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: Swan, Withers (arrived at 5:08 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 Shields, Acting Executive Director of Water Resources Weghorst, Director of Human Resources Roney, Assistant Director of Recycling Operations Lee, Assistant Director of Maintenance Drake, Assistant Director of Water Operations Roberts, Assistant Treasurer Fournier, Assistant Director of Conservation Sanchez, Mr. Ken Erwin, Mr. Ian Swift, Mr. Alex Aguilar, Legal Counsel Arneson (via conference call), Secretary Bonkowski, Mr. Jim Reed, Mr. Bruce Newell, Mr. Wayne Clark and other members of the public and staff.

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION

Mrs. Joan Irvine Smith's assistant addressed the Board of Directors with respect to the Dyer Road Wellfield. She said it was her understanding that currently wells 1, 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 October 14 2013, the IRWD Board approved the operating agreement with certain south Orange County water agencies to fund the interconnection facilities needed to affect the emergency transfer of water. MWDOC and OCWD have also approved the operating agreement. This was confirmed by Mr. Cook.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED: None.

CONSENT CALENDAR

Director Swan asked that item No. 3, Minutes of Regular Board Meeting, be pulled from the Consent Calendar for discussion. There being no objection, this item was moved to the Action Calendar. On MOTION by Swan, seconded and carried (Withers absent), CONSENT CALENDAR ITEMS 4 THROUGH 8 WERE APPROVED AS FOLLOWS:

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

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

5. RATIFICATION OF MEMORANDUM RELATIVE TO THE BOARD, COMMITTEE AND OTHER ASSIGNMENTS, AND APPROVAL OF AGENCY AND OUTSIDE ORGANIZATION BOARD REPRESENTATION AT MEETINGS/EVENTS FOR 2014

Recommendation: That the Board ratify the Memorandum dated February 10, 2014 entitled Officers of the Board, Committees and Other Assignments, approve attendance for the meetings and events for the Board's representation for calendar year 2014 as delineated in the write-up outlined, and adopt the following resolution by title rescinding Resolution No. 2013-3 and revising the assignment of Directors to Committees of the Board.

RESOLUTION NO. 2014-6

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, RESCINDING
RESOLUTION NO. 2013-3 AND REVISING THE
ASSIGNMENT OF DIRECTORS TO COMMITTEES
OF THE BOARD

6. BOARD AUTHORIZATION TO CAST BALLOTS IN FAVOR OF BOND PROPOSITIONS IN IMPROVEMENT DISTRICT NOS. 185/285

Recommendation: That the Board adopt the following resolution by title authorizing casting of District ballots in Improvement District Nos. 185 and 285 elections.

RESOLUTION NO. 2014-7

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE IRVINE RANCH WATER DISTRICT AUTHORIZING
CASTING OF DISTRICT BALLOTS IN IMPROVEMENT
DISTRICT NOS. 185 AND 285 ELECTIONS

CONSENT CALENDAR (CONTINUED)

7. 2014 INDEX TENDER NOTES REMARKETING

Recommendation: That the Board approve the 2014 ITN Remarketing Statements and the First Supplemental Indentures and adopt by title the following resolutions:

RESOLUTION NO. 2014-8

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE IRVINE RANCH WATER DISTRICT APPROVING
REMARKETING STATEMENTS RELATING TO
UNSCHEDULED MANDATORY TENDERS
(REFUNDING SERIES 2011 A-1 AND REFUNDING SERIES 2011 A-2)

RESOLUTION NO. 2014-9

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE IRVINE RANCH WATER DISTRICT APPROVING
FIRST SUPPLEMENTAL INDENTURES OF TRUST
(REFUNDING SERIES 2011 A-1 AND REFUNDING SERIES 2011 A-2)

8. ON-CALL INFORMATION SERVICES PROFESSIONAL PROGRAMMING AND
NETWORK CONSULTANTS

Recommendation: That the Board authorize the General Manager to execute three on-call Professional Services Agreements with Outsource Technical in the amount of \$350,000, Software Management Consultants in the amount of \$60,000, and Trevera in the amount of \$60,000 for on-call programming, analysis, and network services for miscellaneous projects.

ACTION CALENDAR

MINUTES OF REGULAR BOARD MEETING

In the January 27, 2014 minutes under Oral Communications, Director Swan asked staff to check on a date referenced with the Board approving an operation agreement with certain south Orange County water agencies to fund the interconnection facilities needed to affect the emergency transfer of water. There being no further discussion, on MOTION by Swan, seconded and carried (Withers absent), THE MINUTES OF THE JANUARY 27, 2014 REGULAR BOARD MEETING WERE APPROVED AS PRESENTED.

MEMORANDUM OF UNDERSTANDING WITH THE IRVINE RANCH WATER DISTRICT
EMPLOYEES ASSOCIATION

General Manager Cook reported that the terms of the Memorandum of Understanding (MOU) with the Irvine Ranch Water District Employees Association (IRWDEA) have been discussed

with the full Board during the negotiation process; that these negotiations are now complete between IRWD and the General Employees' Unit of the Irvine Ranch Water District Employees Association (IRWDEA); and the represented members voted to ratify the agreement. He recognized Ms. Jenny Roney, Ms. Gretchen Ronin, and special legal counsel Mr. Jim Moss of Payne and Fears for their efforts. Mrs. Julie Bendzick-Sin, representing the IRWD Employees Association, thanked the Board and staff for reaching agreement in this second Memorandum of Understanding.

Negotiations between the parties, which began on September 26, 2013, resulted in an agreement being reached at the table on January 16, 2014. On January 30, 2014, the IRWDEA held a meeting at which the agreement was ratified, virtually unanimously, by the voting members of the General Employees' Unit. Significant articles of the proposed MOU include: 1) An 18-month term, from September 25, 2013 to March 31, 2015; 2) Establishment of an Employee Relations Discussion Forum; 3) A reduction of the California Public Employees' Retirement System Employer Paid Member Contributions (EPMC) for first-tier members by 2% over the term of the agreement, resulting in members paying the full employee contribution by March 2015; 4) A Cost of Living Allowance (COLA) effective December 1, 2013 equal to the Consumer Price Index and an agreement on the minimum COLA for December 2014; 5) A change to the annual sick leave buy-back program; 6) Establishment of a pre-disciplinary notice procedure; 7) Establishment of a grievance procedure; and 8) Language about work schedules, rest periods, overtime pay, standby pay, call-out pay, uniforms, education and training assistance, and safety equipment, consistent with District policy.

Director Withers arrived at 5:08 p.m. On **MOTION** by Reinhart, seconded and unanimously carried, **THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN IRWD AND THE IRWDEA, SUBJECT TO NON-SUBSTANTIVE CHANGES.**

PROPOSED DECREASES TO CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS

General Manager Cook reported that as part of the multi-year plan to transition the District away from paying the 8% Employer Paid Member Contribution (EPMC) as an employee benefit, increases in the employee contribution to CalPERS are proposed as follows: 1) Effective March 1, 2014, all non-management Unrepresented Employees will pay an additional 0.63% into CalPERS, decreasing the EPMC from 2% to 1.37% and increasing the employee contributions from 6% to 6.63%; 2) Effective March 1, 2014, all employees represented by the Irvine Ranch Water District Employee Association (IRWDEA) will pay an additional 0.63% into CalPERS, decreasing the EPMC from 2% to 1.37% and increasing the employee contributions from 6% to 6.63%; 3) Effective March 14, 2015, all non-management Unrepresented Employees will pay an additional 1.37% into CalPERS, decreasing the EPMC from 1.37% to 0% and increasing the employee contributions from 6.63% to 8%; and 4) Effective March 14, 2015, all Employees represented by the IRWDEA will pay an additional 1.37% into CalPERS, decreasing the EPMC from 1.37% to 0% and increasing the employee contributions from 6.63% to 8%.

Director Swan reported that this item was reviewed and approved by the Finance and Personnel Committee on February 4, 2014. Prior to voting on this item, in response to his inquiry, Director Reinhart received clarification from legal counsel on the recent changes to the Brown Act

relative to voting where Mrs. Arneson noted that if a Board member is teleconferencing, then a roll call vote is required. There being no further comments, on MOTION by Swan, seconded and unanimously carried, THE BOARD, UPON ADOPTION OF THE IRVINE RANCH WATER DISTRICT EMPLOYEES ASSOCIATION SUCCESSOR MEMORANDUM OF UNDERSTANDING, ADOPTED THE FOLLOWING RESOLUTIONS BY TITLE AUTHORIZING THE DECREASE TO THE EMPLOYER PAID MEMBER CONTRIBUTIONS TO CALPERS:

RESOLUTION 2014-10

RESOLUTION OF THE BOARD OF
DIRECTORS OF THE IRVINE RANCH WATER DISTRICT,
ORANGE COUNTY, CALIFORNIA MODIFYING
EMPLOYER-PAID MEMBER CONTRIBUTIONS
(EFFECTIVE MARCH 1, 2014 FOR FULL-TIME
REGULAR EMPLOYEES)

RESOLUTION 2014-11

RESOLUTION OF THE BOARD OF
DIRECTORS OF THE IRVINE RANCH WATER DISTRICT,
ORANGE COUNTY, CALIFORNIA MODIFYING
EMPLOYER-PAID MEMBER CONTRIBUTIONS
(EFFECTIVE MARCH 14, 2015 FOR FULL-TIME
REGULAR EMPLOYEES)

REVISED PERSONNEL POLICIES AND PROCEDURES

General Manager Cook reported that two policies have been revised; Policy No. 16 – Sick Leave has been revised to include changes to the District’s annual sick leave buy-back program which will now have different tiers at which employees can sell back a limited amount of accrued sick leave based on years of service. The annual sick leave buy-back program has also been revised to require that employees keep at least 80 hours of sick time in their accrual bank before any sick leave can be sold back. He also said that Policy No. 33 – Illness and Injury Prevention Program (IIPP) has been revised to include Process Safety Management and Process Hazard Analysis language. Changes to the subject policy are in response to a recent Cal/OSHA citation (Non-monetary) requirement to reference pertinent portions of the Cal/OSHA, Title 8-CCR Section 5189 relating to Process Safety Management in the IIPP. The abatement date for inclusion into the IIPP as issued by the agency is March 3, 2014.

Director Swan said that the revisions to the IIPP were reviewed by the Finance and Personnel Committee on February 4, 2014. Following discussion, on MOTION by Reinhart, seconded and unanimously carried, THE BOARD ADOPTED THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2014-12

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, RESCINDING
RESOLUTION NO. 2012-39 AND ESTABLISHING
REVISED PERSONNEL POLICIES
(FOR POLICY NO. 16 AND POLICY NO. 33).

LETTER OF CREDIT EXPIRATION AND OPTIONAL REDEMPTION OF BONDS

General Manager Cook reported that the District has letters of credit expiring on the Series 1989 bonds (1989 bonds) and Series 1991 bonds (1991 bonds) in June and August of 2014. Mr. Cook said that when the letters of credit expire, there will be \$100,000 principal remaining for the 1989 bonds, and \$2.8 million remaining for the 1991 bonds. He said that staff is recommending that the Board approve redeeming the \$2.9 million of bonds early, rather than extending or replacing the letters of credit, providing a net savings to the District of approximately \$39,000.

Director Swan reported that this item was reviewed and approved by the Finance and Personnel Committee on February 4, 2014. On MOTION by Swan, seconded and unanimously carried, THE BOARD APPROVED THE REDEMPTION OF THE SERIES 1989 AND 1991 BONDS AND ADOPTED THE FOLLOWING RESOLUTIONS BY THE FOLLOWING TITLES:

RESOLUTION NO. 2014-13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IRVINE RANCH WATER DISTRICT CALLING BONDS OF
SAID DISTRICT FOR REDEMPTION AND AUTHORIZING
CERTAIN ACTIONS IN CONNECTION THEREWITH
(CONSOLIDATED SERIES 1989)

RESOLUTION NO. 2014-14

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IRVINE RANCH WATER DISTRICT CALLING BONDS OF
SAID DISTRICT FOR REDEMPTION AND AUTHORIZING
CERTAIN ACTIONS IN CONNECTION THEREWITH
(CONSOLIDATED SERIES 1991)

DYER ROAD WELLFIELD WELL NO. 5 REHABILITATION CONSTRUCTION AWARD

DRWF Well No. 5, located in the City of Santa Ana was drilled in 1998. A video survey conducted in 2012 revealed that over 75 percent of the casing perforations were partially plugged and about 10 feet of sediment at the bottom of the well was also observed. In addition, the pump bowls and pump assembly, column piping, and line shaft need to be replaced.

Executive Director of Engineering and Planning Burton reported that the project was advertised on December 20, 2013 to a select list of five contractors including Bakersfield Well & Pump

Co., Best Drilling and Pump, Inc., South West Pump & Drilling, Inc., Cascade Drilling, and General Pump Company. He said that a bid opening was held with bids received from Best Drilling and Pump, Inc., South West Pump & Drilling, Inc., and General Pump Company, and that Best Drilling and Pump, Inc. was the apparent low bidder with a bid amount of \$405,240. He said that staff reviewed Best Drilling and Pump's bid and has determined that it is responsive. The engineer's estimate, prepared by Richard C. Slade & Associates, LLC, was \$403,200.

In response to Director Reinhart's inquiry, Mr. Burton said that staff will submit an item to the Engineering and Operations Committee providing an updated listing of suggested wells requiring rehabilitation work in the future. Following discussion, on MOTION by Reinhart, seconded and unanimously carried, THE BOARD AUTHORIZED A BUDGET INCREASE IN THE AMOUNT OF \$160,600, FROM \$776,600 TO \$937,200, FOR PROJECT 11693 (4326); APPROVED AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$497,200 FOR PROJECT 11693 (4326); AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH BEST DRILLING AND PUMP, INC. IN THE AMOUNT OF \$405,240 FOR THE REHABILITATION OF DYER ROAD WELLFIELD WELL NO. 5, PROJECT 11693 (4326).

2014 STATE LEGISLATIVE UPDATE

General Manager Cook reported on IRWD's "2014 Water Bond Funding & Amendment Requests" as a result of legislative discussions on the water bond. He said that staff also recommends the Board adopt a resolution calling for a voluntary reduction in water usage in response to Governor Brown's Drought State of Emergency proclamation. On MOTION by Reinhart, seconded and unanimously carried, THE FOLLOWING RESOLUTION WAS ADOPTED BY TITLE CALLING FOR A VOLUNTARY REDUCTION IN WATER USAGE IN RESPONSE TO GOVERNOR BROWN'S DROUGHT STATE OF EMERGENCY PROCLAMATION.

RESOLUTION NO. 2014-15

RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRVINE RANCH WATER DISTRICT CALLING FOR A VOLUNTARY REDUCTION IN WATER USAGE

GENERAL MANAGER'S REPORT

General Manager Cook said that there has been a lot of discussion relative to the drought, and that he will keep the Board informed on its status. He further said that he will be participating in ACWA's Drought Action Group meeting in Sacramento this Friday.

DIRECTORS' COMMENTS

Director Withers reported on his attendance at an OCSD Committee meeting relative to water bonds. He suggested that staff remind entities that the District's water bond principles are available on IRWD's website. He also said that tomorrow he will be attending an NWRI Committee meeting.

Director Matheis reported that she attended WACO and a MWDOC Water Policy Forum. She said that ISDOC is discussing if it should become a member of the OC-COG. She noted the upcoming Urban Water Institute conference in Palm Springs where she and other Board members will be attending.

Director Reinhart reported on a meeting he attended with a representative of a company that performs algorithms relative to water events that he found interesting and that he attended a MWDOC Board Workshop and a MWDOC Water Policy Forum.

Director Swan reported on his attendance at an ACWA Region 10 planning meeting in San Diego, an OCWD/MWDOC Joint Committee meeting, a meeting with Orange County Vector Control, a San Joaquin Wildlife Sanctuary Board meeting, an ACWA Board of Directors' meeting, a workshop with MWDOC and MWD Directors, a MWDOC Water Policy Forum, and a monthly WACO meeting. Director Swan inquired if the District has adopted a policy on pharmaceuticals being flushed into the sewage system to which General Manager Cook responded there is not a policy in place. In response to an inquiry on the Diemer shutdown, Mr. Thomas Roberts provided an update to the Board.

Director LaMar reported that on Friday he attended ACWA's Federal Affairs meeting and will be attending NWRI's Operations Committee meeting tomorrow.

CLOSED SESSION

CLOSED SESSION WITH LEGAL COUNSEL RELATIVE TO 1) Existing Litigation - Government Code Section 54956.9(d)(1) – Capistrano Taxpayers Association v. City of San Juan Capistrano, and 2) Anticipated Litigation - Government Code Section 54956.9(d)(2) – significant exposure to litigation (one potential case).

OPEN SESSION

The meeting was adjourned with all Directors present. President LaMar said that there was no action to report from the Closed Session items.

ADJOURNMENT

There being no further business, President LaMar adjourned the meeting to Tuesday, February 11, 2014 at 2:30 p.m. to IRWD's Operations Center, Committee Room, for a tour of the Michelson Water Recycling Plant Phase 2 Expansion Project.

APPROVED and SIGNED this 10th day of March, 2014.

President, IRVINE RANCH WATER DISTRICT

Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

Legal Counsel - Bowie, Arneson, Wiles & Giannone

EXHIBIT "B"

MINUTES OF ADJOURNED REGULAR MEETING – FEBRUARY 11, 2014

The adjourned regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 2:30 p.m. by President LaMar on February 11, 2014 in the District's Committee Room, 3512 Michelson, Irvine, California.

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

Directors Absent: None.

Also Present: General Manager Cook, Executive Director of Operations Shields, Executive Director of Finance Clary, Executive Director of Engineering Burton, Director of Water Policy Weghorst, Director of Public Affairs Beeman, Director of Administrative Services Mossbarger, Assistant Director of Conservation Sanchez, Director of Recycled Operations Lee, Director of Human Resources Roney, and Principle Engineer Malloy.

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION: None.

TOUR OF IRWD'S MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION

The Board of Directors and staff toured IRWD's Michelson Water Recycling Plant Expansion project.

ADJOURNMENT

There being no further discussion, President LaMar adjourned the meeting.

APPROVED and SIGNED this 10th day of March, 2014.

President, IRVINE RANCH WATER DISTRICT

Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

Legal Counsel - Bowie, Arneson, Wiles & Giannone

March 10, 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

2/18/14 South Orange County Agencies Meeting
3/03/14 South OC Water Agencies Cities Legislative Briefing Meeting
3/05/14 ACWA 2014 Legislative Symposium, Sacramento, CA
3/06/14 ACWA Water Bond Briefing Meeting @IRWD
3/07/14 Monthly meeting with General Manager Paul Cook re: District activities

Mary Aileen Matheis

3/03/14 Water Education Foundation Board Meeting, Sacramento, CA
3/4-5/14 ACWA 2014 Legislative Symposium, Sacramento, CA
3/06/14 ACWA Water Bond Briefing Meeting @IRWD
3/26-27/14 Water Education Foundation Executive Briefing, Sacramento, CA

Douglas Reinhart

2/03/14 Meeting with Mr. Amir Peleg of TaKaDu, Ltd. of Israel
2/18/14 South Orange County Agencies Meeting
2/24/14 Meeting w/OC Register Reporter Ian Wheeler to discuss budget
3/16-18/14 WaterReuse California Annual Conference, Newport Beach, CA

Peer Swan

3/06/14 ACWA Water Bond Briefing Meeting @IRWD
3/26/14 MWD-Southern California Water Dialogue Meeting
3/27-28/14 ACWA Board Meeting, Sacramento, CA

John Withers

2/19/14 OCWA February Meeting
2/25/14 Irvine City Council Meeting Re: State of the City Address
3/13/14 Association of California Cities OC Meeting & Board Elections

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 10, 2014

Prepared by: T. Fournier/J. Davis

Submitted by: R. Jacobson/Cheryl Clary

Approved by: Paul Cook

CONSENT CALENDAR

JANUARY 2014 TREASURY REPORTS

SUMMARY:

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

- A. The Investment Summary Report for January 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 January 31, 2014, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$1,446,912, as outlined in Exhibit "C".
- D. The January 31, 2014 Disbursement Summary of warrants 345066 through 345956, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$22,238,158, as outlined in Exhibit "D".
- E. The Disclosure Report of Reimbursements to Board Members and Staff for January 2014, detailing payments or reimbursements for individual charges of \$100.00 or more per transaction, as outlined in Exhibit "E".

FISCAL IMPACTS:

As of January 31, 2014, the book value of the investment portfolio was \$314,305,456, with a 0.41% rate of return and a market value of \$314,331,578. Based on the District's December 31, 2014 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 2.48%.

As of January 31, 2014, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in January from all swaps was negative \$626,104.

Payroll ACH payments totaled \$1,446,912, and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for January totaled \$22,238,158.

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 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.

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

IRVINE RANCH WATER DISTRICT
SUMMARY OF MATURITIES

01/31/14

DATE	TOTAL	%	LAIF	AGENCIES	COLLATERAL DEPOSIT	CAL REV NOTES
1/14	\$126,848,846	40.36%	\$121,419,533		\$5,429,313	
2/14	\$5,000,000	1.59%		5,000,000		
3/14						
4/14						
5/14	\$10,000,000	3.18%		10,000,000		
6/14						
07/14						
08/14						
09/14						
10/14						
11/14						
12/14						
SUB-TOTAL	\$141,848,846	45.13%	\$121,419,533	\$15,000,000	\$5,429,313	
13 Months - 3 YEARS						
1/1/2014 - 3/31/2015	-					
4/1/2015 - 6/30/2015	20,000,000	6.36%		20,000,000		
07/1/2015 - 9/30/2015	20,000,000	6.36%		20,000,000		
10/1/2015 - 12/30/15	25,000,000	7.95%		25,000,000		
01/01/16 - 03/31/2016	\$20,000,000	6.36%		20,000,000		
04/01/16 - 06/30/2016	\$34,975,000	11.13%		34,975,000		
07/01/16 - 9/30/2016	\$15,000,000	4.77%		15,000,000		
10/01/16 - 12/31/2016	\$27,500,000	8.75%		27,500,000		
1/1/2017 - 3/31/2017	\$10,000,000	3.18%		10,000,000		
TOTALS	\$314,323,846	100.00%	\$121,419,533	\$187,475,000	\$5,429,313	

% OF PORTFOLIO

A-2

38.63%

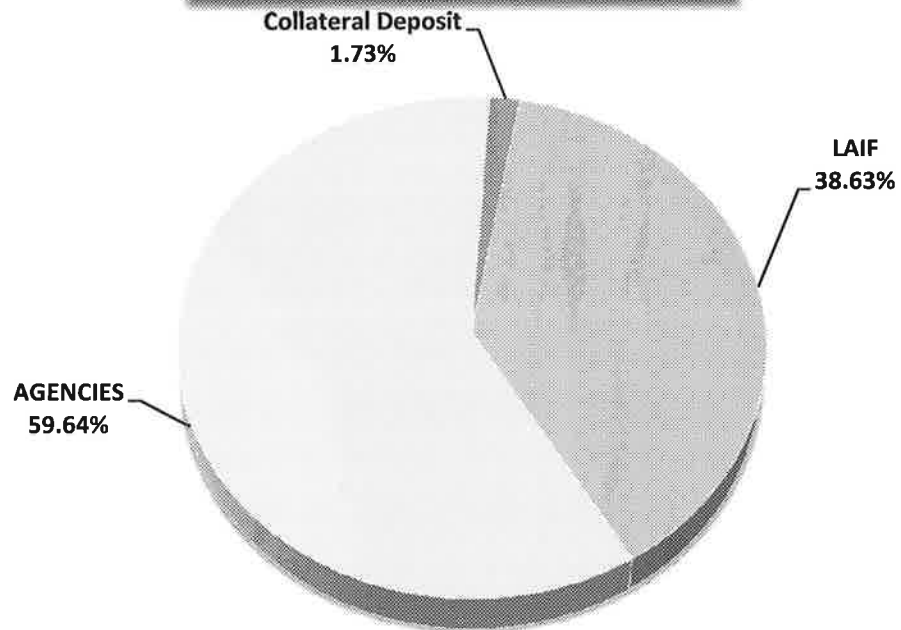
59.64%

1.73%

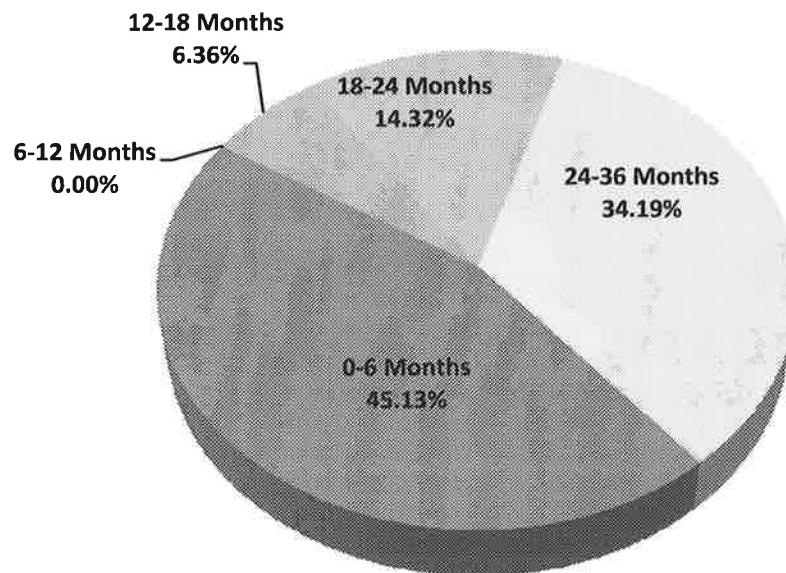
January 2014 INVESTMENT PORTFOLIO

January 31, 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

1/31/2014

Settlement Date	JPA Issue	Investment Contract	Original Cost	Current Par	Market Value 01/31/14
10/25/1994	JPA - Issue #1	AIG Matched Funding Corp. 7.705% Due 2-15-14	\$ 407,878,616	\$ 238,500,000	\$ 238,500,000
10/25/1994	JPA - Issue #2	Federal National Mortgage Assoc. 8.18% Due 2-15-14	\$ 518,644,189	\$ 349,472,521	\$ 352,684,173
			<u>\$ 926,522,805</u>	<u>\$ 587,972,521</u>	<u>\$ 591,184,173</u>

IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT
INVESTMENT ACTIVITY
January

MATURITIES/SALES/CALLS

PURCHASES

DATE	SECURITY TYPE	PAR	YIELD	Settlement Date	Maturity Date	SECURITY TYPE	PAR	YIELD TO MATURITY
1/29/2014	FHLMC	\$5,000,000	0.31%	1/7/2014	10/28/2015	FHLMC - Note	\$5,000,000	0.41%
1/30/2014	FNMA	\$5,000,000	0.50%	1/30/2014	1/30/2017	FHLB - Note	\$10,000,000	1.00%
1/30/2014	FNMA	\$10,000,000	0.45%	1/30/2014	7/29/2016	FHLB - Note	\$5,000,000	0.51%
				1/31/2014	6/27/2016	FHLB - Note	\$5,000,000	0.55%

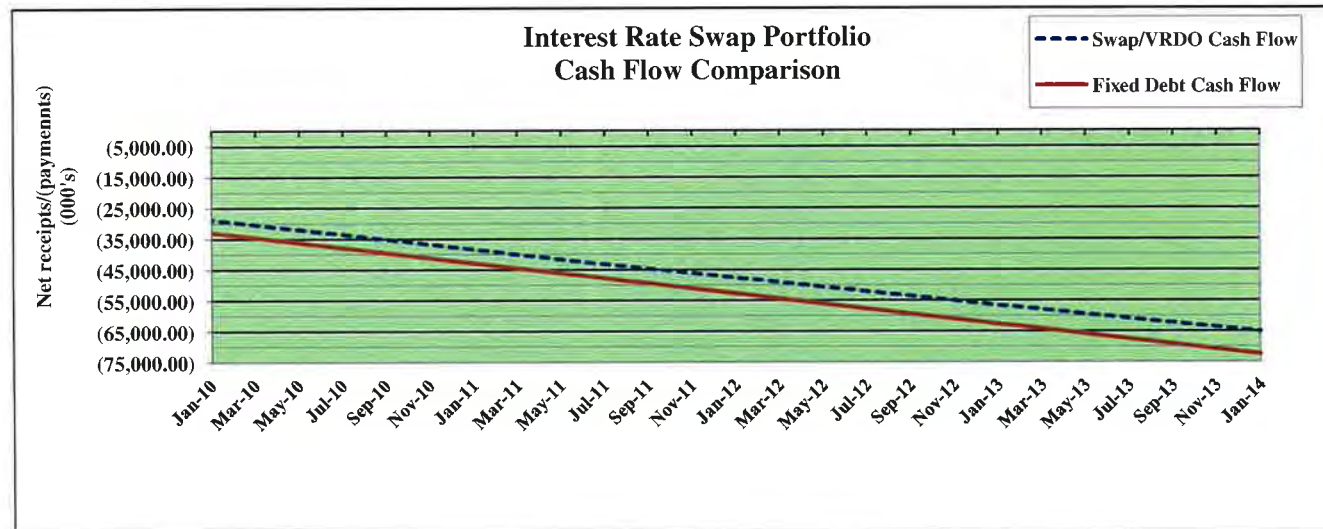
**IRVINE RANCH WATER DISTRICT
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL
January 31, 2014**

Exhibit "B"

								LIBOR Avg %			Prior Mo.		Current Mo.		12-Mo Avg	
								0.17%	0.16%	0.18%						
Current Fiscal Year Active Swaps								Cash Flow				(Since 6/06)		Mark to Market		
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference			
Fixed Payer Swaps - By Effective Date																
6/4/2006	6/4/2019	5.3	ML	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (107,232)	\$ (100,435)	\$ (712,178)	\$ (6,948,196)	\$ 15,273,343	\$ (4,726,657)			
6/4/2006	6/4/2019	5.3	CG	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (107,232)	\$ (100,435)	(712,178)	(6,948,196)	15,108,066	(4,891,934)			
6/17/2006	6/17/2019	5.4	CG	\$ 30,000,000	FXP	LIBOR	6.140%	\$ (159,310)	\$ (149,330)	(1,057,846)	(10,297,054)	22,797,329	(7,202,671)			
3/10/2007	3/10/2029	15.1	ML	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (147,150)	\$ (137,952)	(977,352)	(9,167,055)	20,626,665	(9,373,335)			
3/10/2007	3/10/2029	15.1	CG	\$ 30,000,000	FXP	LIBOR	5.687%	(147,150)	(137,952)	(977,352)	(9,167,055)	20,095,367	(9,904,633)			
Totals/Weighted Avgs		9.9		\$ 130,000,000			5.949%	\$ (668,074)	\$ (626,104)	\$ (4,436,906)	\$ (42,527,557)	\$ 93,900,770	\$ (36,099,230)			
Total Current Year Active Swaps								\$ (668,074)	\$ (626,104)	\$ (4,436,906)	\$ (42,527,557)	\$ 93,900,770	\$ (36,099,230)			

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								\$ (668,074)	\$ (626,104)	\$ (4,436,906)	\$ (42,527,557)	\$ 93,900,770	\$ (36,099,230)



Cash Flow Comparison Synthetic Fixed vs. Fixed Rate Debt	
Cash Flow to Date	
Synthetic Fixed =	\$64,969,624
Fixed Rate =	\$72,439,212
Assumptions:	
- 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

January
2014

DATE	AMOUNT	VENDOR	PURPOSE
1/10/2014	722,831.08	BANK OF AMERICA	ACH Payments for Payroll
1/24/2014	724,080.63	BANK OF AMERICA	ACH Payments for Payroll
	<u>\$1,446,911.71</u>		

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 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								
345066		02-JAN-14	Spangenberg, Carl W (Carl)		300.34	13-JAN-14	300.34	Reconciled
345067		02-JAN-14	Silva, Constantino (Tino)		135.00	06-JAN-14	135.00	Reconciled
345068		02-JAN-14	Lin, Eileen (Eileen)		120.00	07-JAN-14	120.00	Reconciled
345069		02-JAN-14	Leal, Eliberto (Eliberto)		197.26	13-JAN-14	197.26	Reconciled
345070		02-JAN-14	McGehee, Joseph M (Joe)		14.10	13-JAN-14	14.10	Reconciled
345071		02-JAN-14	Oldewage, Lars D (Lars)		420.98	03-JAN-14	420.98	Reconciled
345072		02-JAN-14	Randy Lee		590.00	03-JAN-14	590.00	Reconciled
345073		02-JAN-14	Cady, Thanh-Van T (Van)		225.00	10-JAN-14	225.00	Reconciled
345074		02-JAN-14	AFLAC		5,972.66	06-JAN-14	5,972.66	Reconciled
345075		02-JAN-14	AGILENT TECHNOLOGIES, INC.		2,653.88	06-JAN-14	2,653.88	Reconciled
345076		02-JAN-14	AIRGAS-WEST, INC.		1,017.10	07-JAN-14	1,017.10	Reconciled
345077		02-JAN-14	ALLOY VALVES & CONTROL		1,718.52	06-JAN-14	1,718.52	Reconciled
345078		02-JAN-14	ARCADIS U.S., INC.		10,919.00	14-JAN-14	10,919.00	Reconciled
345079		02-JAN-14	ARIZONA INSTRUMENT LLC		181.47	06-JAN-14	181.47	Reconciled
345080		02-JAN-14	AST CORPORATION		5,855.52	16-JAN-14	5,855.52	Reconciled
345081		02-JAN-14	AT&T		4,916.41	08-JAN-14	4,916.41	Reconciled
345082		02-JAN-14	AUTOZONE PARTS, INC.		159.97	06-JAN-14	159.97	Reconciled
345083		02-JAN-14	BAILEY, OFELIA		1,200.00	03-JAN-14	1,200.00	Reconciled
345084		02-JAN-14	BALLARD, CARL		1,800.00	06-JAN-14	1,800.00	Reconciled
345085		02-JAN-14	BATTERIES PLUS AND BATTERIES PLUS BULBS		901.88	09-JAN-14	901.88	Reconciled
345086		02-JAN-14	BECK, CINDY		1,800.00	13-JAN-14	1,800.00	Reconciled
345087		02-JAN-14	BILL'S SWEEPING SERVICE INC		1,035.00	06-JAN-14	1,035.00	Reconciled
345088		02-JAN-14	BIOMAGIC INC		2,805.68	06-JAN-14	2,805.68	Reconciled
345089		02-JAN-14	BLASICK, DIANE		1,080.00	10-JAN-14	1,080.00	Reconciled
345090		02-JAN-14	BOONE, CHUCK		1,620.00	03-JAN-14	1,620.00	Reconciled
345091		02-JAN-14	BRADLEY, CARRIE		1,800.00	13-JAN-14	1,800.00	Reconciled
345092		02-JAN-14	BREITER, JOE		1,800.00	10-JAN-14	1,800.00	Reconciled
345093		02-JAN-14	CABELA'S MARKETING AND BRAND MANAGEMENT, INC.		274.45	08-JAN-14	274.45	Reconciled
345094		02-JAN-14	CALIFORNIA BARRICADE INC		8,738.32	14-JAN-14	8,738.32	Reconciled

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 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								
345095		02-JAN-14	CANON SOLUTIONS AMERICA, INC.		407.01	06-JAN-14	407.01	Reconciled
345096		02-JAN-14	CAPTIVE AUDIENCE MARKETING INC.		85.32	07-JAN-14	85.32	Reconciled
345097		02-JAN-14	CARL WARREN & CO		3,618.54	06-JAN-14	3,618.54	Reconciled
345098		02-JAN-14	CDW GOVERNMENT LLC		2,801.79	06-JAN-14	2,801.79	Reconciled
345099		02-JAN-14	CELAYA, MARY		1,800.00	06-JAN-14	1,800.00	Reconciled
345100		02-JAN-14	CITY OF LAKE FOREST		7,100.46	21-JAN-14	7,100.46	Reconciled
345101		02-JAN-14	CITY OF ORANGE		224.11	06-JAN-14	224.11	Reconciled
345102		02-JAN-14	COLONIAL LIFE & ACCIDENT INSURANCE CO.		1,531.24	06-JAN-14	1,531.24	Reconciled
345103		02-JAN-14	COMMERCE ENERGY INC		476.40	06-JAN-14	476.40	Reconciled
345104		02-JAN-14	COMMERCIAL CLEANING SYSTEMS		105.00	06-JAN-14	105.00	Reconciled
345105		02-JAN-14	COMPUCOM SYSTEMS, INC.		103,902.66	13-JAN-14	103,902.66	Reconciled
345106		02-JAN-14	CONEYBEARE INC		14,937.52	16-JAN-14	14,937.52	Reconciled
345107		02-JAN-14	COX COMMUNICATIONS		3,338.23	06-JAN-14	3,338.23	Reconciled
345108		02-JAN-14	CRIM, RON		1,200.00	07-JAN-14	1,200.00	Reconciled
345109		02-JAN-14	D & G SIGNS		156.60	07-JAN-14	156.60	Reconciled
345110		02-JAN-14	DEAKYNE, SCOTT		750.00	07-JAN-14	750.00	Reconciled
345111		02-JAN-14	DEE JASPAR & ASSOCIATES, INC.		2,515.22	10-JAN-14	2,515.22	Reconciled
345112		02-JAN-14	DELL MARKETING LP		2,472.60	06-JAN-14	2,472.60	Reconciled

345113	02-JAN-14	DENGER, LOU	1,800.00	06-JAN-14	1,800.00	Reconciled
345114	02-JAN-14	DETECTION INSTRUMENTS CORP	939.11	08-JAN-14	939.11	Reconciled
345115	02-JAN-14	DIRECTV INC	94.99	08-JAN-14	94.99	Reconciled
345116	02-JAN-14	EATON CORP	365.00	07-JAN-14	365.00	Reconciled
345117	02-JAN-14	EI&C ENGINEERING INC	11,970.00	14-JAN-14	11,970.00	Reconciled
345118	02-JAN-14	ENTERPRISE SECURITY, INC	4,969.99	07-JAN-14	4,969.99	Reconciled
345119	02-JAN-14	ENVIRONMENTAL EQUIPMENT SUPPLY, INC	352.57	07-JAN-14	352.57	Reconciled
345120	02-JAN-14	ENVIRONMENTAL EXPRESS INC	2,474.78	07-JAN-14	2,474.78	Reconciled
345121	02-JAN-14	ERVIN, CRAIG J	600.00	06-JAN-14	600.00	Reconciled
345122	02-JAN-14	EXECUTIVE LIGHTING & ELECTRIC	7,311.60	10-JAN-14	7,311.60	Reconciled
345123	02-JAN-14	FAJARDO, AURELIO	1,800.00	03-JAN-14	1,800.00	Reconciled
345124	02-JAN-14	FEDEX	509.17	06-JAN-14	509.17	Reconciled

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 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								
345125		02-JAN-14	FIRST CHOICE SERVICES		522.90	08-JAN-14	522.90	Reconciled
345126		02-JAN-14	FISERV		289.25	06-JAN-14	289.25	Reconciled
345127		02-JAN-14	FISHER SCIENTIFIC COMPANY LLC		793.17	06-JAN-14	793.17	Reconciled
345128		02-JAN-14	FLEET SOLUTIONS LLC		4,216.55	07-JAN-14	4,216.55	Reconciled
345129		02-JAN-14	GEISER, DON		1,800.00	06-JAN-14	1,800.00	Reconciled
345130		02-JAN-14	GENERAL PUMP COMPANY INC		10,976.00	15-JAN-14	10,976.00	Reconciled
345131		02-JAN-14	GEORGE, JAYNE		1,260.00	06-JAN-14	1,260.00	Reconciled
345132		02-JAN-14	GERMAN, CAROLYN		1,500.00	03-JAN-14	1,500.00	Reconciled
345133		02-JAN-14	GINGRAS, MARK		1,800.00	10-JAN-14	1,800.00	Reconciled
345134		02-JAN-14	GMU GEOTECHNICAL INC		7,447.50	13-JAN-14	7,447.50	Reconciled
345135		02-JAN-14	GOLDEN STATE LABOR COMPLIANCE LLC		4,462.50	22-JAN-14	4,462.50	Reconciled
345136		02-JAN-14	GONZALEZ, PETER		1,800.00	06-JAN-14	1,800.00	Reconciled
345137		02-JAN-14	GRAINGER		3,336.47	06-JAN-14	3,336.47	Reconciled
345138		02-JAN-14	GRAYBAR ELECTRIC COMPANY		7,723.12	13-JAN-14	7,723.12	Reconciled
345139		02-JAN-14	HABIGER, STEVE		1,800.00	08-JAN-14	1,800.00	Reconciled
345140		02-JAN-14	HACH COMPANY		834.91	06-JAN-14	834.91	Reconciled
345141		02-JAN-14	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY		137.58	07-JAN-14	137.58	Reconciled
345142		02-JAN-14	HASSETT, MARY KAY		1,800.00	06-JAN-14	1,800.00	Reconciled
345143		02-JAN-14	HDR ENGINEERING INC		260,053.18	15-JAN-14	260,053.18	Reconciled
345144		02-JAN-14	HEANEY, DAVID		1,800.00	03-JAN-14	1,800.00	Reconciled
345145		02-JAN-14	HEIERTZ, GREG		1,800.00			Negotiable
345146		02-JAN-14	HILL BROTHERS CHEMICAL COMPANY		13,683.52	13-JAN-14	13,683.52	Reconciled
345147		02-JAN-14	HILLS, JOHN		900.00	22-JAN-14	900.00	Reconciled
345148		02-JAN-14	HOLLIDAY, MARY E		1,200.00	16-JAN-14	1,200.00	Reconciled
345149		02-JAN-14	HORIZON AIR MEASUREMENT SERVICES, INC.		5,829.20	13-JAN-14	5,829.20	Reconciled
345150		02-JAN-14	HYDRO-SCAPE PRODUCTS INC		102.00	06-JAN-14	102.00	Reconciled
345151		02-JAN-14	II FUELS INC		27,134.45	13-JAN-14	27,134.45	Reconciled
345152		02-JAN-14	INDUSTRIAL METAL SUPPLY CO		335.39	06-JAN-14	335.39	Reconciled
345153		02-JAN-14	IRVINE PIPE & SUPPLY INC		991.56	06-JAN-14	991.56	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 4
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345154		02-JAN-14	JOHANNESSEN, JOHNNIE		1,800.00	06-JAN-14	1,800.00	Reconciled
345155		02-JAN-14	JOHN G. ALEVIZOS D.O. INC.		120.41	07-JAN-14	120.41	Reconciled
345156		02-JAN-14	KAMINSKE, ED		1,800.00	07-JAN-14	1,800.00	Reconciled
345157		02-JAN-14	KENNEDY, CATHY		4,000.00			Negotiable
345158		02-JAN-14	KENNEDY/JENKS CONSULTANTS INC		6,165.35	13-JAN-14	6,165.35	Reconciled
345159		02-JAN-14	KENNY THE PRINTER		325.50	06-JAN-14	325.50	Reconciled

345160	02-JAN-14	KILANI, ABDEL	1,620.00	06-JAN-14	1,620.00	Reconciled
345161	02-JAN-14	KIMBALL MIDWEST	2,729.34	06-JAN-14	2,729.34	Reconciled
345162	02-JAN-14	KNUTH, MICHAEL C	900.00	06-JAN-14	900.00	Reconciled
345163	02-JAN-14	KONVES, JIM	1,560.00	06-JAN-14	1,560.00	Reconciled
345164	02-JAN-14	KS DIRECT LLC	1,117.80	06-JAN-14	1,117.80	Reconciled
345165	02-JAN-14	LA MONTANA MAINTENANCE CORP	2,188.50	29-JAN-14	2,188.50	Reconciled
345166	02-JAN-14	LIGHT COMMUNICATIONS INC	6,133.05			Negotiable
345167	02-JAN-14	LOCHRIDGE, DAVID	1,500.00	06-JAN-14	1,500.00	Reconciled
345168	02-JAN-14	LUBRICATION ENGINEERS, INC.	3,354.91	06-JAN-14	3,354.91	Reconciled
345169	02-JAN-14	LYNCH, JAN	1,000.00			Negotiable
345170	02-JAN-14	MACDONALD, BONNIE	1,400.00	21-JAN-14	1,400.00	Reconciled
345171	02-JAN-14	MBC APPLIED ENVIRONMENTAL SCIENCES	1,250.00	07-JAN-14	1,250.00	Reconciled
345172	02-JAN-14	MC FADDEN-DALE INDUSTRIAL	54.10	07-JAN-14	54.10	Reconciled
345173	02-JAN-14	MC MASTER CARR SUPPLY CO	1,216.94	06-JAN-14	1,216.94	Reconciled
345174	02-JAN-14	MCBAIN SYSTEMS LP	14,329.87	13-JAN-14	14,329.87	Reconciled
345175	02-JAN-14	MEASUREMENT CONTROL SYSTEMS	354.96	14-JAN-14	354.96	Reconciled
345176	02-JAN-14	MOBILE MODULAR MANAGEMENT CORPORATION	972.00	06-JAN-14	972.00	Reconciled
345177	02-JAN-14	MORALES, JACK	1,320.00	06-JAN-14	1,320.00	Reconciled
345178	02-JAN-14	MOTION INDUSTRIES INC	122.24	06-JAN-14	122.24	Reconciled
345179	02-JAN-14	MSC INDUSTRIAL SUPPLY CO	10,310.44	17-JAN-14	10,310.44	Reconciled
345180	02-JAN-14	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	6,979.00	10-JAN-14	6,979.00	Reconciled
345181	02-JAN-14	NATIONAL BUSINESS FURNITURE, LLC	3,229.20	06-JAN-14	3,229.20	Reconciled

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 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								
345182		02-JAN-14	NATIONAL READY MIXED CONCRETE CO		1,896.80	06-JAN-14	1,896.80	Reconciled
345183		02-JAN-14	OCWA		300.00			Negotiable
345184		02-JAN-14	OLIN CORPORATION		11,223.48	13-JAN-14	11,223.48	Reconciled
345185		02-JAN-14	ONESOURCE DISTRIBUTORS LLC		2,153.45	06-JAN-14	2,153.45	Reconciled
345186		02-JAN-14	ORANGE COUNTY AUTO PARTS CO		10.41	06-JAN-14	10.41	Reconciled
345187		02-JAN-14	PAC RIM ENGINEERING		3,562.50	07-JAN-14	3,562.50	Reconciled
345188		02-JAN-14	PACIFIC COAST BOLT CORP		4,323.83	07-JAN-14	4,323.83	Reconciled
345189		02-JAN-14	PALOMARES, JOHN		1,800.00	21-JAN-14	1,800.00	Reconciled
345190		02-JAN-14	PARKHOUSE TIRE INC		354.24	07-JAN-14	354.24	Reconciled
345191		02-JAN-14	PARKWAY LAWNMOWER SHOP		2,116.54	07-JAN-14	2,116.54	Reconciled
345192		02-JAN-14	PAUL E BRADLEY INC		2,160.00	10-JAN-14	2,160.00	Reconciled
345193		02-JAN-14	PAYNE & FEARS LLP		416.00	06-JAN-14	416.00	Reconciled
345194		02-JAN-14	PHAM, BINH T		1,740.00	06-JAN-14	1,740.00	Reconciled
345195		02-JAN-14	PINNACLE TOWERS LLC		615.79	07-JAN-14	615.79	Reconciled
345196		02-JAN-14	PONTON INDUSTRIES INC		63.66	10-JAN-14	63.66	Reconciled
345197		02-JAN-14	POPESCU, LUMINITA		1,560.00	13-JAN-14	1,560.00	Reconciled
345198		02-JAN-14	POSEY, WAYNE		1,800.00	07-JAN-14	1,800.00	Reconciled
345199		02-JAN-14	PRAXAIR DISTRIBUTION INC		2,262.97	07-JAN-14	2,262.97	Reconciled
345200		02-JAN-14	PRE-PAID LEGAL SERVICES INC		1,161.03	08-JAN-14	1,161.03	Reconciled
345201		02-JAN-14	PRO GROWERS INC		1,643.76	13-JAN-14	1,643.76	Reconciled
345202		02-JAN-14	PRUDENTIAL OVERALL SUPPLY		166.67	07-JAN-14	166.67	Reconciled
345203		02-JAN-14	PTI SAND & GRAVEL INC		1,405.92	10-JAN-14	1,405.92	Reconciled
345204		02-JAN-14	QUICKEL PAVING INC		2,295.00	06-JAN-14	2,295.00	Reconciled
345205		02-JAN-14	RAND MCNALLY		8,568.00	15-JAN-14	8,568.00	Reconciled
345206		02-JAN-14	RBF CONSULTING		600.00	07-JAN-14	600.00	Reconciled
345207		02-JAN-14	RED WING SHOES		194.40	07-JAN-14	194.40	Reconciled
345208		02-JAN-14	RICHARD C SLADE & ASSOCIATES		8,866.00	21-JAN-14	8,866.00	Reconciled
345209		02-JAN-14	RINCON TRUCK CENTER INC.		198.17	06-JAN-14	198.17	Reconciled
345210		02-JAN-14	SANCHEZ, AL		1,400.00	08-JAN-14	1,400.00	Reconciled
345211		02-JAN-14	SANTA ANA BLUE PRINT		16.22	07-JAN-14	16.22	Reconciled

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 6

Bank Account Currency: USD (US Dollar)
Payment Type: All

Payment Currency: USD (US Dollar)
Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345212		02-JAN-14	SANTA MARGARITA FORD		220.03	06-JAN-14	220.03	Reconciled
345213		02-JAN-14	SCHNEIDER ELECTRIC USA INC		1,495.00			Negotiable
345214		02-JAN-14	SCOTT HEALTH & SAFETY		469.92	09-JAN-14	469.92	Reconciled
345215		02-JAN-14	SHAMROCK SUPPLY CO INC		2,545.71	06-JAN-14	2,545.71	Reconciled
345216		02-JAN-14	SIGMA-ALDRICH INC		327.51	07-JAN-14	327.51	Reconciled
345217		02-JAN-14	SKIDMORE GLENN D		1,560.00	06-JAN-14	1,560.00	Reconciled
345218		02-JAN-14	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		1,393.00	09-JAN-14	1,393.00	Reconciled
345219		02-JAN-14	SOUTH COAST WATER CO.		40.00	07-JAN-14	40.00	Reconciled
345220		02-JAN-14	SOUTHERN CALIFORNIA EDISON COMPANY		541,438.02	03-JAN-14	541,438.02	Reconciled
345221		02-JAN-14	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		125.00	10-JAN-14	125.00	Reconciled
345222		02-JAN-14	SPARKLETTS		82.27	07-JAN-14	82.27	Reconciled
345223		02-JAN-14	SPATIAL WAVE, INC.		35,028.00	10-JAN-14	35,028.00	Reconciled
345224		02-JAN-14	STANEART, JEFF		1,320.00	10-JAN-14	1,320.00	Reconciled
345225		02-JAN-14	STETSON ENGINEERS INC.		14,787.43	21-JAN-14	14,787.43	Reconciled
345226		02-JAN-14	SULTAN, SAID		1,800.00	03-JAN-14	1,800.00	Reconciled
345227		02-JAN-14	SUNDBERG, RANDY		1,800.00	08-JAN-14	1,800.00	Reconciled
345228		02-JAN-14	SUNNYHILLS RESTORATION		995.76	09-JAN-14	995.76	Reconciled
345229		02-JAN-14	T AND S LARSEN MAINTENANCE		400.00	06-JAN-14	400.00	Reconciled
345230		02-JAN-14	TAHERI, IRAJ		1,800.00	06-JAN-14	1,800.00	Reconciled
345231		02-JAN-14	TEKDRAULICS		9,979.20	14-JAN-14	9,979.20	Reconciled
345232		02-JAN-14	TERRYBERRY COMPANY LLC		8,612.73	21-JAN-14	8,612.73	Reconciled
345233		02-JAN-14	TESTAMERICA LABORATORIES, INC		192.15	06-JAN-14	192.15	Reconciled
345234		02-JAN-14	TETRA TECH, INC		9,072.10	13-JAN-14	9,072.10	Reconciled
345235		02-JAN-14	THE IRVINE COMPANY LLC		1,821.34	06-JAN-14	1,821.34	Reconciled
345236		02-JAN-14	THOMPSON INDUSTRIAL SUPPLY		181.44	06-JAN-14	181.44	Reconciled
345237		02-JAN-14	THOMSON, KRIS		1,440.00	16-JAN-14	1,440.00	Reconciled
IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57								
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								
345238		02-JAN-14	THYSSENKRUPP ELEVATOR		162.89	07-JAN-14	162.89	Reconciled
345239		02-JAN-14	TIFT, TERESA		1,440.00	07-JAN-14	1,440.00	Reconciled
345240		02-JAN-14	TOXGUARD FLUID TECHNOLOGIES		190.10	09-JAN-14	190.10	Reconciled
345241		02-JAN-14	TRIPAC MARKETING INC		1,122.54	06-JAN-14	1,122.54	Reconciled
345242		02-JAN-14	TROPICAL PLAZA NURSERY INC		10,529.01	10-JAN-14	10,529.01	Reconciled
345243		02-JAN-14	TRUCPARCO		591.10	07-JAN-14	591.10	Reconciled
345244		02-JAN-14	TRUGREEN LANDCARE LLC		336.00	08-JAN-14	336.00	Reconciled
345245		02-JAN-14	TUCKER, TOM		1,800.00	06-JAN-14	1,800.00	Reconciled
345246		02-JAN-14	UEMATSU, PATRICIA		1,080.00	14-JAN-14	1,080.00	Reconciled
345247		02-JAN-14	ULTRA SCIENTIFIC		96.87	07-JAN-14	96.87	Reconciled
345248		02-JAN-14	UNITED PARCEL SERVICE INC		79.01	07-JAN-14	79.01	Reconciled
345249		02-JAN-14	UNITED WAY OF ORANGE COUNTY		735.00	06-JAN-14	735.00	Reconciled
345250		02-JAN-14	UNIVAR USA INC		15,071.76	13-JAN-14	15,071.76	Reconciled
345251		02-JAN-14	US PEROXIDE LLC		30,462.96	15-JAN-14	30,462.96	Reconciled
345252		02-JAN-14	VELAZQUEZ, LORETTA		1,800.00	06-JAN-14	1,800.00	Reconciled
345253		02-JAN-14	VERIZON CALIFORNIA INC		560.22	08-JAN-14	560.22	Reconciled
345254		02-JAN-14	VERIZON WIRELESS SERVICES LLC		5,904.64	14-JAN-14	5,904.64	Reconciled
345255		02-JAN-14	VPSI INC		20,221.51	14-JAN-14	20,221.51	Reconciled
345256		02-JAN-14	VULCAN MATERIALS COMPANY		1,332.39	06-JAN-14	1,332.39	Reconciled
345257		02-JAN-14	VWR INTERNATIONAL,		269.24	06-JAN-14	269.24	Reconciled

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345258	02-JAN-14	LLC			1,800.00	03-JAN-14	1,800.00	Reconciled
345259	02-JAN-14	WALKER, JOHN			1,140.00	03-JAN-14	1,140.00	Reconciled
345260	02-JAN-14	WALSH, SANDY			1,678.11	07-JAN-14	1,678.11	Reconciled
		WALTERS WHOLESale						
		ELECTRIC						
345261	02-JAN-14	WASTE MANAGEMENT OF ORANGE COUNTY			1,777.52	07-JAN-14	1,777.52	Reconciled
345262	02-JAN-14	WATEREUSE FOUNDATION			6,000.00	17-JAN-14	6,000.00	Reconciled
345263	02-JAN-14	WAXIE'S			773.51	07-JAN-14	773.51	Reconciled
		ENTERPRISES, INC						
345264	02-JAN-14	WECK LABORATORIES INC			448.50	09-JAN-14	448.50	Reconciled
345265	02-JAN-14	WELLS SUPPLY COMPANY			422.50	06-JAN-14	422.50	Reconciled
345266	02-JAN-14	WELLS, JANET			1,800.00	06-JAN-14	1,800.00	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 8
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345267		02-JAN-14	WESTERN EXTERMINATOR COMPANY		3,521.00	22-JAN-14	3,521.00	Reconciled
345268		02-JAN-14	WONDERWARE WEST		2,225.00	07-JAN-14	2,225.00	Reconciled
345269		02-JAN-14	WORKFLOWONE		2,338.88	06-JAN-14	2,338.88	Reconciled
345270		02-JAN-14	ZEBRON CONTRACTING INC		24,180.00	14-JAN-14	24,180.00	Reconciled
345271		08-JAN-14	IRWD-PETTY CASH CUSTODIAN	IRVINE	1,559.05	08-JAN-14	1,559.05	Reconciled
345272		08-JAN-14	CAO, GUANJING	ORANGE	1,131.26	16-JAN-14	1,131.26	Reconciled
345273		09-JAN-14	BLOOMBERG FINANCE LP	BOSTON	11,985.00	13-JAN-14	11,985.00	Reconciled
345274		09-JAN-14	Akiyoshi, Eric S (Eric)		280.00	14-JAN-14	280.00	Reconciled
345275		09-JAN-14	Johnny Vu		70.00	09-JAN-14	70.00	Reconciled
345276		09-JAN-14	Hoolihan, Michael J (Michael)		280.00	10-JAN-14	280.00	Reconciled
345277		09-JAN-14	Fehser, Noah (Noah)		165.00	10-JAN-14	165.00	Reconciled
345278		09-JAN-14	Moore, Rory M (Rory)		160.00	10-JAN-14	160.00	Reconciled
345279		09-JAN-14	Malloy, Steven L (Steven)		25.00	15-JAN-14	25.00	Reconciled
345280		09-JAN-14	A & Y ASPHALT CONTRACTORS INC		15,777.00	15-JAN-14	15,777.00	Reconciled
345281		09-JAN-14	ALEXANDER CONTRACT SERVICES INC		103,473.90	15-JAN-14	103,473.90	Reconciled
345282		09-JAN-14	ALPHA TRAFFIC SERVICES, INC.		990.00	16-JAN-14	990.00	Reconciled
345283		09-JAN-14	AMERICAN MESSAGING SERVICES LLC		292.76	17-JAN-14	292.76	Reconciled
345284		09-JAN-14	AMERICAN WATER WORKS ASSOC		482.00	17-JAN-14	482.00	Reconciled
345285		09-JAN-14	ANDERSONPENNA PARTNERS, INC		40,845.00	15-JAN-14	40,845.00	Reconciled
345286		09-JAN-14	APPLIED INDUSTRIAL TECHNOLOGIES - CA LLC		191.28	13-JAN-14	191.28	Reconciled
345287		09-JAN-14	AT&T		82.85	15-JAN-14	82.85	Reconciled
345288		09-JAN-14	AT&T		3,759.70	16-JAN-14	3,759.70	Reconciled
345289		09-JAN-14	ATLANTIC & PACIFIC REAL ESTATE		15.16	23-JAN-14	15.16	Reconciled
345290		09-JAN-14	AUTOZONE PARTS, INC.		55.32	13-JAN-14	55.32	Reconciled
345291		09-JAN-14	B & K ELECTRIC WHOLESale		2,338.38	14-JAN-14	2,338.38	Reconciled

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345292		09-JAN-14	BALLOONZILLA, LLC		290.88	16-JAN-14	290.88	Reconciled
345293		09-JAN-14	BATTERY SPECIALTIES		3,236.32	14-JAN-14	3,236.32	Reconciled
345294		09-JAN-14	BDC SPECIAL WASTE		204.20	15-JAN-14	204.20	Reconciled
345295		09-JAN-14	BERK, GREGORY		15.20	16-JAN-14	15.20	Reconciled
345296		09-JAN-14	BLANTON, LEEANDRA		36.04			Negotiable
345297		09-JAN-14	BOWIE, ARNESON, WILES & GIANNONE		21,164.33	22-JAN-14	21,164.33	Reconciled
345298		09-JAN-14	BRITTANY APARTMENTS		92.60	17-JAN-14	92.60	Reconciled
345299		09-JAN-14	C WELLS PIPELINE		11,156.40	21-JAN-14	11,156.40	Reconciled

345300	09-JAN-14	MATERIALS INC CALIFORNIA	2,062.50	14-JAN-14	2,062.50	Reconciled
345301	09-JAN-14	BARRICADE INC CALIFORNIA MUNICIPAL	500.00	16-JAN-14	500.00	Reconciled
345302	09-JAN-14	STATISTICS INC CANON FINANCIAL SERVICES, INC	1,111.30	15-JAN-14	1,111.30	Reconciled
345303	09-JAN-14	CHANG, RAYMOND	94.62			Negotiable
345304	09-JAN-14	CHIPOTLE MEXICAN GRILL	349.70	16-JAN-14	349.70	Reconciled
345305	09-JAN-14	CHOU, STEVEN	5.03	13-JAN-14	5.03	Reconciled
345306	09-JAN-14	CITY OF IRVINE	246.92	13-JAN-14	246.92	Reconciled
345307	09-JAN-14	CLEAN ENERGY	959.73	14-JAN-14	959.73	Reconciled
345308	09-JAN-14	CLEARINGHOUSE	528.45	13-JAN-14	528.45	Reconciled
345309	09-JAN-14	CODISPOTI, MELINDA	4.42	13-JAN-14	4.42	Reconciled
345310	09-JAN-14	CONEYBEARE INC	14,009.97	16-JAN-14	14,009.97	Reconciled
345311	09-JAN-14	DCSE INC	3,820.00	10-JAN-14	3,820.00	Reconciled
345312	09-JAN-14	DELTA SYSTEMS ENGINEEFING INC	46,943.87	15-JAN-14	46,943.87	Reconciled
345313	09-JAN-14	DOTY BROS CONSTRUCTION CO	746.77	10-JAN-14	746.77	Reconciled
345314	09-JAN-14	DOUGLAS ENVIRONMENTAL GROUP INC	1,150.00	10-JAN-14	1,150.00	Reconciled
345315	09-JAN-14	EAST ORANGE COUNTY WATER DISTRICT	657.78	13-JAN-14	657.78	Reconciled
345316	09-JAN-14	EI&C ENGINEERING INC	15,750.00	16-JAN-14	15,750.00	Reconciled
345317	09-JAN-14	ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.	13,192.69	14-JAN-14	13,192.69	Reconciled
345318	09-JAN-14	EXECUTIVE LIGHTING & ELECTRIC	2,407.31	10-JAN-14	2,407.31	Reconciled
345319	09-JAN-14	FEDOTOV, MIKHAIL	11.51	21-JAN-14	11.51	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 10
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345320	09-JAN-14	FIRE SAFETY FIRST	1,728.78	15-JAN-14	1,728.78	Reconciled		
345321	09-JAN-14	FIRST CHOICE SERVICES	248.12	14-JAN-14	248.12	Reconciled		
345322	09-JAN-14	FISHER SCIENTIFIC COMPANY LLC	540.45	13-JAN-14	540.45	Reconciled		
345323	09-JAN-14	FOREST, ART	16.33	27-JAN-14	16.33	Reconciled		
345324	09-JAN-14	FRANCHISE TAX BOARD	797.88	14-JAN-14	797.88	Reconciled		
345325	09-JAN-14	FRANK LA PLACA EXTERMINATING INC	175.00	17-JAN-14	175.00	Reconciled		
345326	09-JAN-14	G.M. SAGER CONSTRUCTION CO, INC	21,000.00	14-JAN-14	21,000.00	Reconciled		
345327	09-JAN-14	GAJEWSKI, GERALD	26.38	21-JAN-14	26.38	Reconciled		
345328	09-JAN-14	GLOBALSTAR INC	253.71	13-JAN-14	253.71	Reconciled		
345329	09-JAN-14	GRAINGER	318.46	15-JAN-14	318.46	Reconciled		
345330	09-JAN-14	GRIFFIN DEWATERING CORPORATION	1,278.65	13-JAN-14	1,278.65	Reconciled		
345331	09-JAN-14	HACH COMPANY	78.58	14-JAN-14	78.58	Reconciled		
345332	09-JAN-14	HAMILTON, KURT	404.90	13-JAN-14	404.90	Reconciled		
345333	09-JAN-14	HARVARD COURT APARTMENTS	12.21	21-JAN-14	12.21	Reconciled		
345334	09-JAN-14	HAU, SUE	40.61	22-JAN-14	40.61	Reconciled		
345335	09-JAN-14	HILL BROTHERS CHEMICAL COMPANY	12,271.60	14-JAN-14	12,271.60	Reconciled		
345336	09-JAN-14	HOME DEPOT USA INC	675.10	15-JAN-14	675.10	Reconciled		
345337	09-JAN-14	HOVASAPTAN, ALVIN	24.49	23-JAN-14	24.49	Reconciled		
345338	09-JAN-14	HSG INC	1,462.00	13-JAN-14	1,462.00	Reconciled		
345339	09-JAN-14	INTERNAL REVENUE SERVICE	25.00	15-JAN-14	25.00	Reconciled		
345340	09-JAN-14	IRVINE PACIFIC, LP	39.29	13-JAN-14	39.29	Reconciled		
345341	09-JAN-14	IRWD EMPLOYEE ASSOCIATION	660.00	24-JAN-14	660.00	Reconciled		
345342	09-JAN-14	LEURIG, DONNA	34.50			Negotiable		
345343	09-JAN-14	LIU, QIYA	26.49	03-FEB-14	26.49	Reconciled		
345344	09-JAN-14	LOHRMAN, JEANNETTE	27.60	21-JAN-14	27.60	Reconciled		
345345	09-JAN-14	MARTINEZ, LISA	30.98	21-JAN-14	30.98	Reconciled		
345346	09-JAN-14	MIRAFGHAN, JAWAID	77.01	13-JAN-14	77.01	Reconciled		
345347	09-JAN-14	MISSION COMMUNICATIONS LLC	9,489.64	16-JAN-14	9,489.64	Reconciled		
345348	09-JAN-14	MOHION INDUSTRIES INC	2,194.50	13-JAN-14	2,194.50	Reconciled		
345349	09-JAN-14	MUSLU, YAVUZ	20.76	13-JAN-14	20.76	Reconciled		
345350	09-JAN-14	NALCO CAL WATER, LLC	240.00	13-JAN-14	240.00	Reconciled		

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 11
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345351		09-JAN-14	NATIONAL READY MIXED CONCRETE CO		3,022.28	13-JAN-14	3,022.28	Reconciled
345352		09-JAN-14	NATURES IMAGE INC		8,090.52	15-JAN-14	8,090.52	Reconciled
345353		09-JAN-14	NEW PIG CORPORATION		435.64	14-JAN-14	435.64	Reconciled
345354		09-JAN-14	NICHOLS, ALEXANDER		58.61	21-JAN-14	58.61	Reconciled
345355		09-JAN-14	OLIN CORPORATION		8,639.13	17-JAN-14	8,639.13	Reconciled
345356		09-JAN-14	ORANGE COUNTY AUTO PARTS CO		188.14	10-JAN-14	188.14	Reconciled
345357		09-JAN-14	ORANGE COUNTY SHERIFF'S OFFICE		351.12	23-JAN-14	351.12	Reconciled
345358		09-JAN-14	OUTSOURCE TECHNICAL LLC		44,155.00	16-JAN-14	44,155.00	Reconciled
345359		09-JAN-14	PACIFIC GAS AND ELECTRIC COMPANY		21.91	21-JAN-14	21.91	Reconciled
345360		09-JAN-14	PAPER DEPOT DOCUMENT DESTRUCTION LLC		737.00	17-JAN-14	737.00	Reconciled
345361		09-JAN-14	PARKHOUSE TIRE INC		1,316.26	14-JAN-14	1,316.26	Reconciled
345362		09-JAN-14	PAUL E BRADLEY INC		3,735.00	15-JAN-14	3,735.00	Reconciled
345363		09-JAN-14	PERS LONG TERM CARE		738.95	15-JAN-14	738.95	Reconciled
345364		09-JAN-14	PIVOT INTERIORS INC		2,488.17	14-JAN-14	2,488.17	Reconciled
345365		09-JAN-14	PRAXAIR DISTRIBUTION INC		1,751.50	14-JAN-14	1,751.50	Reconciled
345366		09-JAN-14	PRUDENTIAL OVERALL SUPPLY		4,146.93	13-JAN-14	4,146.93	Reconciled
345367		09-JAN-14	PTI SAND & GRAVEL INC		493.26	14-JAN-14	493.26	Reconciled
345368		09-JAN-14	RAINBOW DISPOSAL CO INC		506.33	13-JAN-14	506.33	Reconciled
345369		09-JAN-14	RAM AIR ENGINEERING INC		4,353.53	14-JAN-14	4,353.53	Reconciled
345370		09-JAN-14	REBER, JASON		29.16	14-JAN-14	29.16	Reconciled
345371		09-JAN-14	RED WING SHOES		200.00	15-JAN-14	200.00	Reconciled
345372		09-JAN-14	REED, JAMES D		1,926.59	23-JAN-14	1,926.59	Reconciled
345373		09-JAN-14	RINCON TRUCK CENTER INC.		6.79	10-JAN-14	6.79	Reconciled
345374		09-JAN-14	RINGCLEAR LLC		56.28			Negotiable
345375		09-JAN-14	RON TURLEY ASSOCIATES INC		2,454.25	03-FEB-14	2,454.25	Reconciled
345376		09-JAN-14	SANTA ANA BLUE PRINT		2,819.00	14-JAN-14	2,819.00	Reconciled
345377		09-JAN-14	SANTA MARGARITA FORD		1,088.81	13-JAN-14	1,088.81	Reconciled
IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 12 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar) 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								
345378		09-JAN-14	SARGIOUS, SAM		46.87	24-JAN-14	46.87	Reconciled
345379		09-JAN-14	SCHNEIDER, JOHN		101.31	21-JAN-14	101.31	Reconciled
345380		09-JAN-14	SIMI VALLEY LANDFILL AND RECYCLING CENTER		499.10	24-JAN-14	499.10	Reconciled
345381		09-JAN-14	SOUTH COAST ANSWERING SERVICE		498.84	13-JAN-14	498.84	Reconciled
345382		09-JAN-14	SOUTHERN CALIFORNIA EDISON COMPANY		105.07	10-JAN-14	105.07	Reconciled
345383		09-JAN-14	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		291.51	14-JAN-14	291.51	Reconciled
345384		09-JAN-14	SOUTHLAND WATER TECHNOLOGIES LLC		3,279.20	13-JAN-14	3,279.20	Reconciled
345385		09-JAN-14	SPARKLETT'S		106.51	15-JAN-14	106.51	Reconciled
345386		09-JAN-14	SPRINGHILL SUITES		7,167.87			Negotiable
345387		09-JAN-14	SUE, JAMIE		473.58	14-JAN-14	473.58	Reconciled
345388		09-JAN-14	SUNNYHILLS RESTORATION		7,742.12	15-JAN-14	7,742.12	Reconciled
345389		09-JAN-14	SUPERMEDIA LLC		72.75	17-JAN-14	72.75	Reconciled
345390		09-JAN-14	TERNG, CHUU-LIAN		35.79			Negotiable
345391		09-JAN-14	TETRA TECH, INC		3,120.00	13-JAN-14	3,120.00	Reconciled
345392		09-JAN-14	THE GRASSO FAMILY TRUST		26.40	15-JAN-14	26.40	Reconciled
345393		09-JAN-14	THE NEW HOME COMPANY		24.73	31-JAN-14	24.73	Reconciled
345394		09-JAN-14	THYSSENKRUPP ELEVATOR		56.06	13-JAN-14	56.06	Reconciled
345395		09-JAN-14	TOP TEN REAL		115.81	16-JAN-14	115.81	Reconciled

345396	09-JAN-14	ESTATE, INC. TROPICAL PLAZA NURSERY INC	7,951.00	14-JAN-14	7,951.00	Reconciled
345397	09-JAN-14	TRUCPARCO	1,668.39	10-JAN-14	1,668.39	Reconciled
345398	09-JAN-14	TRUGREEN LANDCARE LLC	28,135.00	15-JAN-14	28,135.00	Reconciled
345399	09-JAN-14	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	682.50	14-JAN-14	682.50	Reconciled
345400	09-JAN-14	UNITED SITE SERVICES OF CALIFORNIA INC	597.93	13-JAN-14	597.93	Reconciled
345401	09-JAN-14	UNITED STATES POST OFFICE	24,580.00	28-JAN-14	24,580.00	Reconciled

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 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								
345402		09-JAN-14	URS CORPORATION		3,210.49	13-JAN-14	3,210.49	Reconciled
345403		09-JAN-14	US BANK NAT'L ASSOCIATION NORTH DAKOTA		51,303.72	23-JAN-14	51,303.72	Reconciled
345404		09-JAN-14	VERIZON WIRELESS SERVICES LLC		724.04	14-JAN-14	724.04	Reconciled
345405		09-JAN-14	VULCAN MATERIALS COMPANY		2,880.54	13-JAN-14	2,880.54	Reconciled
345406		09-JAN-14	WALTERS WHOLESALE ELECTRIC		569.25	22-JAN-14	569.25	Reconciled
345407		09-JAN-14	WASHINGTON, CICELY		63.48			Negotiable
345408		09-JAN-14	WASTE MANAGEMENT OF ORANGE COUNTY		1,787.53	15-JAN-14	1,787.53	Reconciled
345409		09-JAN-14	WAXIE'S ENTERPRISES, INC		501.51	13-JAN-14	501.51	Reconciled
345410		09-JAN-14	WECK LABORATORIES INC		345.00	10-JAN-14	345.00	Reconciled
345411		09-JAN-14	WELLS, MARK		31.91			Negotiable
345412		09-JAN-14	WESTERN EXTERMINATOR COMPANY		2,026.00	15-JAN-14	2,026.00	Reconciled
345413		09-JAN-14	AIRGAS-WEST, INC.	PAY	692.02	13-JAN-14	692.02	Reconciled
345414		09-JAN-14	IRVINE PIPE & SUPPLY INC	PAY	1,331.74	10-JAN-14	1,331.74	Reconciled
345415		09-JAN-14	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	1,570.00	10-JAN-14	1,570.00	Reconciled
345416		09-JAN-14	QUALITY ENVIRONMENTAL CONTAINERS	PAY	5,432.53	17-JAN-14	5,432.53	Reconciled
345417		10-JAN-14	CITY OF NEWPORT BEACH	NEWPORT 1	1,925.00	15-JAN-14	1,925.00	Reconciled
345418		15-JAN-14	JCI JONES CHEMICALS INC	CINCINNATI	3,047.31	21-JAN-14	3,047.31	Reconciled
345419		15-JAN-14	SOUTHERN CALIFORNIA PUBLIC LABOR RELATIONS COUNCIL	PURCHASE	150.00			Negotiable
345420		15-JAN-14	SOUTHERN CALIFORNIA PUBLIC LABOR RELATIONS COUNCIL	PURCHASE	160.00			Negotiable
345421		16-JAN-14	Murphy, Alexander J (Alexander)		80.00	17-JAN-14	80.00	Reconciled
345422		16-JAN-14	Martin, Colton S (Colton)		140.00	17-JAN-14	140.00	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 14
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345423		16-JAN-14	Reinhart, Douglas J		875.52	21-JAN-14	875.52	Reconciled
345424		16-JAN-14	Olivolo, Eric J (Eric)		120.17	17-JAN-14	120.17	Reconciled
345425		16-JAN-14	Cho, Harry K (Harry)		261.36	17-JAN-14	261.36	Reconciled
345426		16-JAN-14	Withers, John B		622.53	21-JAN-14	622.53	Reconciled
345427		16-JAN-14	Cortez, Malcolm A (Malcolm)		118.09	24-JAN-14	118.09	Reconciled
345428		16-JAN-14	Matheis, Mary Aileen		36.95			Negotiable
345429		16-JAN-14	Sitzler, Roberta K		50.00	17-JAN-14	50.00	Reconciled

			(Roberta)						
345430	16-JAN-14	LaMar, Steven E		956.92	24-JAN-14		956.92	Reconciled	
345431	16-JAN-14	Bonkowski, Thomas J (Thomas)		27.44	17-JAN-14		27.44	Reconciled	
345432	16-JAN-14	SOUTHERN CALIFORNIA EDISON COMPANY	IRVINE	17,036.20	27-JAN-14		17,036.20	Reconciled	
345433	16-JAN-14	ADS LLC		1,991.00	21-JAN-14		1,991.00	Reconciled	
345434	16-JAN-14	AIRGAS-WEST, INC.		1,481.51	21-JAN-14		1,481.51	Reconciled	
345435	16-JAN-14	ALL AMERICAN SEWER TOOLS		805.34	22-JAN-14		805.34	Reconciled	
345436	16-JAN-14	ALLIANCE RESOURCE CONSULTING LLC		9,332.82	22-JAN-14		9,332.82	Reconciled	
345437	16-JAN-14	ALPHA TRAFFIC SERVICES, INC.		470.00	21-JAN-14		470.00	Reconciled	
345438	16-JAN-14	ANDERSONPENNA PARTNERS, INC		41,747.50	22-JAN-14		41,747.50	Reconciled	
345439	16-JAN-14	ANTHEM BLUE CROSS		562.26	23-JAN-14		562.26	Reconciled	
345440	16-JAN-14	APPLIED INDUSTRIAL TECHNOLOGIES - CA LLC		1,032.84	23-JAN-14		1,032.84	Reconciled	
345441	16-JAN-14	ARMORCAST PRODUCTS COMPANY		6,969.02	22-JAN-14		6,969.02	Reconciled	
345442	16-JAN-14	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA		34,474.98	24-JAN-14		34,474.98	Reconciled	
345443	16-JAN-14	AT&T		4,327.75	23-JAN-14		4,327.75	Reconciled	
345444	16-JAN-14	AT&T		1,975.64	24-JAN-14		1,975.64	Reconciled	
345445	16-JAN-14	AT&T		121.50	24-JAN-14		121.50	Reconciled	
345446	16-JAN-14	ATHENS SERVICES		2,692.06	22-JAN-14		2,692.06	Reconciled	
345447	16-JAN-14	AUSTIN HARDWOODS, INC		356.57	24-JAN-14		356.57	Reconciled	
345448	16-JAN-14	AUTOZONE PARTS, INC.		70.36	21-JAN-14		70.36	Reconciled	

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 15
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345449		16-JAN-14	BANK OF AMERICA MERRILL LYNCH		26,673.69	24-JAN-14	26,673.69	Reconciled
345450		16-JAN-14	BATTERIES PLUS AND BATTERIES PLUS BULBS		740.56	28-JAN-14	740.56	Reconciled
345451		16-JAN-14	BCGR		632.50	21-JAN-14	632.50	Reconciled
345452		16-JAN-14	BELLINO, STEVEN JOHN		5,325.00			Negotiable
345453		16-JAN-14	BIOMAGIC INC		12,609.92	22-JAN-14	12,609.92	Reconciled
345454		16-JAN-14	BORCHARD SURVEYING & MAPPING, INC.		4,442.50			Negotiable
345455		16-JAN-14	BOYD & ASSOCIATES		135.00	21-JAN-14	135.00	Reconciled
345456		16-JAN-14	BRUCE NEWELL		1,316.00	21-JAN-14	1,316.00	Reconciled
345457		16-JAN-14	BURLINGTON SAFETY LABORATORY OF CALIFORNIA INC		45.00	22-JAN-14	45.00	Reconciled
345458		16-JAN-14	C WELLS PIPELINE MATERIALS INC		22,034.70	28-JAN-14	22,034.70	Reconciled
345459		16-JAN-14	CALIFORNIA BARRICADE INC		8,972.56	22-JAN-14	8,972.56	Reconciled
345460		16-JAN-14	CALIFORNIA TRUCK EQUIPMENT COMPANY		3,278.88	23-JAN-14	3,278.88	Reconciled
345461		16-JAN-14	CANON FINANCIAL SERVICES, INC		10,088.80	24-JAN-14	10,088.80	Reconciled
345462		16-JAN-14	CANON SOLUTIONS AMERICA, INC.		10,011.59	22-JAN-14	10,011.59	Reconciled
345463		16-JAN-14	CARL WARREN & CO		2,857.19	21-JAN-14	2,857.19	Reconciled
345464		16-JAN-14	COMMERCIAL CLEANING SYSTEMS		240.00	21-JAN-14	240.00	Reconciled
345465		16-JAN-14	COMMERCIAL DOOR OF ORANGE COUNTY, INC.		410.00	24-JAN-14	410.00	Reconciled
345466		16-JAN-14	CONEYBEARE INC		13,890.23	23-JAN-14	13,890.23	Reconciled
345467		16-JAN-14	CR & R INCORPORATED		12.30	23-JAN-14	12.30	Reconciled
345468		16-JAN-14	CREDENTIAL CHECK CORPORATION		134.22	22-JAN-14	134.22	Reconciled
345469		16-JAN-14	CRUMP & CO, INC.		9,999.00	30-JAN-14	9,999.00	Reconciled
345470		16-JAN-14	DALEY & HEFT LLP		5,655.66	28-JAN-14	5,655.66	Reconciled
345471		16-JAN-14	DEE JASPAR & ASSOCIATES, INC.		222.84	24-JAN-14	222.84	Reconciled
345472		16-JAN-14	EAGLE PRINT DYNAMICS		2,129.80	21-JAN-14	2,129.80	Reconciled
345473		16-JAN-14	ELECTRABOND		4,103.60	22-JAN-14	4,103.60	Reconciled
345474		16-JAN-14	ELECTRICAL SYSTEMS ENGINEERING CO		7,450.00	27-JAN-14	7,450.00	Reconciled

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 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345475		16-JAN-14	EMPLOYEE BENEFIT SPECIALIST, INC		655.00	23-JAN-14	655.00	Reconciled
345476		16-JAN-14	ENVIRONMENTAL SCIENCE ASSOCIATES		1,881.04	23-JAN-14	1,881.04	Reconciled
345477		16-JAN-14	EXECUTIVE LIGHTING & ELECTRIC		2,701.26	21-JAN-14	2,701.26	Reconciled
345478		16-JAN-14	FEDEX		284.23	22-JAN-14	284.23	Reconciled
345479		16-JAN-14	FERGUSON ENTERPRISES, INC.		5,828.11	22-JAN-14	5,828.11	Reconciled
345480		16-JAN-14	FERGUSON, DAVID		2,825.86	24-JAN-14	2,825.86	Reconciled
345481		16-JAN-14	FIERRO, SERGIO D		3,324.96	29-JAN-14	3,324.96	Reconciled
345482		16-JAN-14	FIRST CHOICE SERVICES		974.04	23-JAN-14	974.04	Reconciled
345483		16-JAN-14	FISHER SCIENTIFIC COMPANY LLC		319.84	21-JAN-14	319.84	Reconciled
345484		16-JAN-14	FIVE POINT PARTNERS LLC		141,239.87	22-JAN-14	141,239.87	Reconciled
345485		16-JAN-14	GRAINGER		982.90	22-JAN-14	982.90	Reconciled
345486		16-JAN-14	HAGEMEYER NORTH AMERICA INC		418.00	22-JAN-14	418.00	Reconciled
345487		16-JAN-14	HDR ENGINEERING INC		23,357.97	23-JAN-14	23,357.97	Reconciled
345488		16-JAN-14	HERITAGE FIELDS EL TORO, LLC		467,363.51	28-JAN-14	467,363.51	Reconciled
345489		16-JAN-14	HILL BROTHERS CHEMICAL COMPANY		14,063.98	22-JAN-14	14,063.98	Reconciled
345490		16-JAN-14	HOME DEPOT USA INC		368.59	21-JAN-14	368.59	Reconciled
345491		16-JAN-14	IBM CORPORATION		6,210.00	22-JAN-14	6,210.00	Reconciled
345492		16-JAN-14	II FUELS INC		30,142.36	21-JAN-14	30,142.36	Reconciled
345493		16-JAN-14	INDUSTRIAL METAL SUPPLY CO		111.89	22-JAN-14	111.89	Reconciled
345494		16-JAN-14	IRON MOUNTAIN INFORMATION MANAGEMENT INC		1,689.58	22-JAN-14	1,689.58	Reconciled
345495		16-JAN-14	IRVINE PACIFIC, LP		81.76	28-JAN-14	81.76	Reconciled
345496		16-JAN-14	IRVINE PIPE & SUPPLY INC		3,363.67	21-JAN-14	3,363.67	Reconciled
345497		16-JAN-14	ISDOC		200.00			Negotiable
345498		16-JAN-14	JOHN G. ALEVIZOS D.O. INC.		707.82	22-JAN-14	707.82	Reconciled
345499		16-JAN-14	KAZARIANS & ASSOCIATES, INC.		931.00	28-JAN-14	931.00	Reconciled
345500		16-JAN-14	LCS TECHNOLOGIES, INC.		8,125.00			Negotiable
345501		16-JAN-14	MARKET-THINK LLC		3,900.00	22-JAN-14	3,900.00	Reconciled
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BANK: Bank of America N.A.			Branch : Los Angeles		Account: Checking AP and PR		Page: 17	
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Payment Type: All					Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345502		16-JAN-14	MAYER HOFFMAN MCCANN P.C.		11,980.00	27-JAN-14	11,980.00	Reconciled
345503		16-JAN-14	MC MASTER CARR SUPPLY CO		2,124.69	23-JAN-14	2,124.69	Reconciled
345504		16-JAN-14	MEGGER		274.57	23-JAN-14	274.57	Reconciled
345505		16-JAN-14	MGH PAINTING INC		4,341.40	21-JAN-14	4,341.40	Reconciled
345506		16-JAN-14	MICROSURVEY SOFTWARE INC		585.00	27-JAN-14	585.00	Reconciled
345507		16-JAN-14	MIDTRONICS INC.		4,352.78	22-JAN-14	4,352.78	Reconciled
345508		16-JAN-14	MOODY'S INVESTORS SERVICE INC		6,800.00	22-JAN-14	6,800.00	Reconciled
345509		16-JAN-14	MORR-IS TESTED INC		450.00	24-JAN-14	450.00	Reconciled
345510		16-JAN-14	MSC INDUSTRIAL SUPPLY CO		353.59	27-JAN-14	353.59	Reconciled
345511		16-JAN-14	MUNICIPAL MAINTENANCE EQUIPMENT INC		3,607.83	21-JAN-14	3,607.83	Reconciled
345512		16-JAN-14	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		22,048.27	22-JAN-14	22,048.27	Reconciled
345513		16-JAN-14	NATIONAL READY MIXED CONCRETE CO		1,639.44	22-JAN-14	1,639.44	Reconciled
345514		16-JAN-14	NCH CORPORATION		356.93	23-JAN-14	356.93	Reconciled
345515		16-JAN-14	NWRI		50,000.00	22-JAN-14	50,000.00	Reconciled
345516		16-JAN-14	OLIN CORPORATION		25,624.36	23-JAN-14	25,624.36	Reconciled
345517		16-JAN-14	ON ASSIGNMENT LAB SUPPORT		4,621.32	21-JAN-14	4,621.32	Reconciled
345518		16-JAN-14	ORANGE COUNTY AUTO PARTS CO		54.00	21-JAN-14	54.00	Reconciled
345519		16-JAN-14	ORANGE COUNTY TREASURER		87.50	22-JAN-14	87.50	Reconciled
345520		16-JAN-14	OUTSOURCE		6,441.00	21-JAN-14	6,441.00	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
345521		16-JAN-14	TECHNICAL LLC PACIFIC PARTS & CONTROLS INC		2,070.35	22-JAN-14	2,070.35	Reconciled
345522		16-JAN-14	PARADA PAINTING INC		12,967.02	29-JAN-14	12,967.02	Reconciled
345523		16-JAN-14	PARKHOUSE TIRE INC		1,335.92	22-JAN-14	1,335.92	Reconciled
345524		16-JAN-14	PAUL E BRADLEY INC		1,800.00	24-JAN-14	1,800.00	Reconciled
345525		16-JAN-14	PROGRESSIVE WATER TREATMENT INC		36,769.42	27-JAN-14	36,769.42	Reconciled
345526		16-JAN-14	PRUDENTIAL OVERALL SUPPLY		241.55	22-JAN-14	241.55	Reconciled
345527		16-JAN-14	PSB INTEGRATED MARKETING		2,807.50	21-JAN-14	2,807.50	Reconciled
345528		16-JAN-14	PSOMAS		4,402.15	21-JAN-14	4,402.15	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345529		16-JAN-14	PTI SAND & GRAVEL INC		1,049.11	22-JAN-14	1,049.11	Reconciled
345530		16-JAN-14	PVF SALES, INC.		2,663.86	22-JAN-14	2,663.86	Reconciled
345531		16-JAN-14	QUICKEL PAVING INC		375.00	22-JAN-14	375.00	Reconciled
345532		16-JAN-14	RAM AIR ENGINEERING INC		5,331.13	24-JAN-14	5,331.13	Reconciled
345533		16-JAN-14	RINCON TRUCK CENTER INC.		411.87	21-JAN-14	411.87	Reconciled
345534		16-JAN-14	ROBERT E. BYRNE COMPANY		2,031.12	22-JAN-14	2,031.12	Reconciled
345535		16-JAN-14	SANTA ANA BLUE PRINT		2,616.57	23-JAN-14	2,616.57	Reconciled
345536		16-JAN-14	SANTA MARGARITA FORD		337.50	21-JAN-14	337.50	Reconciled
345537		16-JAN-14	SANTIAGO AQUEDUCT COMMISSION		12,828.61	22-JAN-14	12,828.61	Reconciled
345538		16-JAN-14	SARBS-CALIFORNIA WATER		110.00			Negotiable
345539		16-JAN-14	SECURTEC DISTRICT PATROL INC		11,340.00	21-JAN-14	11,340.00	Reconciled
345540		16-JAN-14	SHAMROCK SUPPLY CO INC		2,545.99	21-JAN-14	2,545.99	Reconciled
345541		16-JAN-14	SIRIUS COMPUTER SOLUTIONS INC		5,916.24	23-JAN-14	5,916.24	Reconciled
345542		16-JAN-14	SOUTH COAST WATER CO.		40.00	23-JAN-14	40.00	Reconciled
345543		16-JAN-14	SOUTH COAST WATER CO.		216.68	23-JAN-14	216.68	Reconciled
345544		16-JAN-14	SOUTHERN CALIFORNIA EDISON COMPANY		42,618.80	21-JAN-14	42,618.80	Reconciled
345545		16-JAN-14	STANTEC CONSULTING SERVICES INC.		12,080.00	23-JAN-14	12,080.00	Reconciled
345546		16-JAN-14	STATE BOARD OF EQUALIZATION		909.18	24-JAN-14	909.18	Reconciled
345547		16-JAN-14	STERIS CORPORATION		4,323.50	21-JAN-14	4,323.50	Reconciled
345548		16-JAN-14	THE FURMAN GROUP		10,065.00	23-JAN-14	10,065.00	Reconciled
345549		16-JAN-14	THE GAS COMPANY		4,530.35	27-JAN-14	4,530.35	Reconciled
345550		16-JAN-14	THE NEW HOME COMPANY		885.34	31-JAN-14	885.34	Reconciled
345551		16-JAN-14	TODAY REAL ESTATE		31.12			Negotiable
345552		16-JAN-14	TROPICAL PLAZA NURSERY INC		1,267.95	22-JAN-14	1,267.95	Reconciled
345553		16-JAN-14	TRUCPARCO		317.51	23-JAN-14	317.51	Reconciled
345554		16-JAN-14	TRUGREEN LANDCARE LLC		24,708.18	22-JAN-14	24,708.18	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345555		16-JAN-14	UNITED PARCEL SERVICE INC		31.93	21-JAN-14	31.93	Reconciled
345556		16-JAN-14	UNIVAR USA INC		16,751.33	22-JAN-14	16,751.33	Reconciled
345557		16-JAN-14	US BANK NAT'L ASSOC N.DAKOTA		12,350.68	27-JAN-14	12,350.68	Reconciled
345558		16-JAN-14	US PEROXIDE LLC		33,585.07	23-JAN-14	33,585.07	Reconciled
345559		16-JAN-14	VA CONSULTING, INC		3,822.50	21-JAN-14	3,822.50	Reconciled
345560		16-JAN-14	VERIZON CALIFORNIA INC		43.52	22-JAN-14	43.52	Reconciled
345561		16-JAN-14	VULCAN INDUSTRIES INC		18,452.72	23-JAN-14	18,452.72	Reconciled
345562		16-JAN-14	WALTERS WHOLESALE ELECTRIC		444.84	27-JAN-14	444.84	Reconciled

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345563	16-JAN-14	WATEREUSE ASSOCIATION	8,624.00	23-JAN-14	8,624.00	Reconciled
345564	16-JAN-14	WATERSMART SOFTWARE INC	7,500.00	24-JAN-14	7,500.00	Reconciled
345565	16-JAN-14	WAXIE'S ENTERPRISES, INC	2,777.00	21-JAN-14	2,777.00	Reconciled
345566	16-JAN-14	WECK LABORATORIES INC	2,175.00	22-JAN-14	2,175.00	Reconciled
345567	16-JAN-14	WILLIAM LYON HOMES	145.94			Negotiable
345568	16-JAN-14	ZEE MEDICAL SERVICE CO	1,066.26	21-JAN-14	1,066.26	Reconciled
345569	16-JAN-14	Kevin Walsh HOME	170.00	30-JAN-14	170.00	Reconciled
345570	16-JAN-14	FIDELITY SECURITY LIFE INSURANCE COMPANY	6,255.95	03-FEB-14	6,255.95	Reconciled
345571	23-JAN-14	MACDONALD, BONNIE SANTA ANA	75.48			Negotiable
345572	23-JAN-14	Calderon, Alfonso	125.00			Negotiable
345573	23-JAN-14	Morell, Armando	200.00	29-JAN-14	200.00	Reconciled
345574	23-JAN-14	Compton, Christine A	93.35			Negotiable
345575	23-JAN-14	Legault, Dan (Dan)	750.00	27-JAN-14	750.00	Reconciled
345576	23-JAN-14	Johnson, Dane	117.21			Negotiable
345577	23-JAN-14	Doyle, Earl W	90.00	03-FEB-14	90.00	Reconciled
345578	23-JAN-14	Sanchez, Fiona M (Fiona)	51.68	27-JAN-14	51.68	Reconciled
345579	23-JAN-14	Soto, Franklin E (Frank)	230.00	28-JAN-14	230.00	Reconciled
345580	23-JAN-14	Swift, Ian P (Ian)	160.96	24-JAN-14	160.96	Reconciled
345581	23-JAN-14	Tobar, Javier M	120.00	23-JAN-14	120.00	Reconciled
345582	23-JAN-14	Pan, Jenny W (Jenny)	151.87	27-JAN-14	151.87	Reconciled
345583	23-JAN-14	Bonkowski, Leslie A (Leslie)	199.93	27-JAN-14	199.93	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 20
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345584		23-JAN-14	Lewis, Lyndy R		241.76	31-JAN-14	241.76	Reconciled
345585		23-JAN-14	Perez, Rodolfo (Rudy)		20.16			Negotiable
345586		23-JAN-14	Norman, Tammy		83.86	27-JAN-14	83.86	Reconciled
345587		23-JAN-14	Rajewski, Rex (Rex)	HOME	50.00			Negotiable
345588		23-JAN-14	Weghorst, Paul A (Paul)	HOME	11.00			Negotiable
345589		23-JAN-14	ADT SECURITY SERVICES INC		371.31	31-JAN-14	371.31	Reconciled
345590		23-JAN-14	AIRGAS-WEST, INC.		6,166.42	29-JAN-14	6,166.42	Reconciled
345591		23-JAN-14	ALPHA TRAFFIC SERVICES, INC.		470.00			Negotiable
345592		23-JAN-14	AMBROSE APARTMENTS		304.95	27-JAN-14	304.95	Reconciled
345593		23-JAN-14	ANDERSON, LAUREL		41.52	28-JAN-14	41.52	Reconciled
345594		23-JAN-14	APPLIED TECHNOLOGY GROUP INC		8,957.50	30-JAN-14	8,957.50	Reconciled
345595		23-JAN-14	ARCADIS U.S., INC.		35,165.98	03-FEB-14	35,165.98	Reconciled
345596		23-JAN-14	AT&T		47.94	28-JAN-14	47.94	Reconciled
345597		23-JAN-14	AT&T		50.27	30-JAN-14	50.27	Reconciled
345598		23-JAN-14	AT&T		3,489.94	29-JAN-14	3,489.94	Reconciled
345599		23-JAN-14	AT&T		15.78	27-JAN-14	15.78	Reconciled
345600		23-JAN-14	AUTOZONE PARTS, INC.		169.98	27-JAN-14	169.98	Reconciled
345601		23-JAN-14	BASSETT DIRECT NC LLC		158.07	31-JAN-14	158.07	Reconciled
345602		23-JAN-14	BATTERY SPECIALTIES		437.79	30-JAN-14	437.79	Reconciled
345603		23-JAN-14	BEARD, LEE		268.57			Negotiable
345604		23-JAN-14	BILL'S SWEEPING SERVICE INC		460.00	27-JAN-14	460.00	Reconciled
345605		23-JAN-14	BOBERG ENGINEERING		614.00	03-FEB-14	614.00	Reconciled
345606		23-JAN-14	BOLTON, DIANE		29.16	28-JAN-14	29.16	Reconciled
345607		23-JAN-14	BORCHARD SURVEYING & MAPPING, INC.		2,537.50			Negotiable
345608		23-JAN-14	BURTH, CHRISTINE		20.83			Negotiable
345609		23-JAN-14	BUSH & ASSOCIATES INC		1,172.00			Negotiable
345610		23-JAN-14	C WELLS PIPELINE MATERIALS INC		939.60	28-JAN-14	939.60	Reconciled
345611		23-JAN-14	CALIFORNIA BARRICADE INC		5,615.00	29-JAN-14	5,615.00	Reconciled
345612		23-JAN-14	CAMERON-COLE, LLC		3,942.03	27-JAN-14	3,942.03	Reconciled
345613		23-JAN-14	CDW GOVERNMENT LLC		362.79	29-JAN-14	362.79	Reconciled
345614		23-JAN-14	CHEM TECH INTERNATIONAL INC		11,190.00	30-JAN-14	11,190.00	Reconciled

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345615		23-JAN-14	CHEN, MING		17.94			Negotiable
345616		23-JAN-14	CHO DESIGN ASSOCIATES, INC		2,400.00	24-JAN-14	2,400.00	Reconciled
345617		23-JAN-14	CHUNG, ERICA		16.88	03-FEB-14	16.88	Reconciled
345618		23-JAN-14	CHUNG, SHANG		17.00	31-JAN-14	17.00	Reconciled
345619		23-JAN-14	CITIGROUP GLOBAL MARKETS INC.		3,421.64	28-JAN-14	3,421.64	Reconciled
345620		23-JAN-14	CITY OF IRVINE		38,894.50	27-JAN-14	38,894.50	Reconciled
345621		23-JAN-14	CITY OF NEWPORT BEACH		1,171.27	28-JAN-14	1,171.27	Reconciled
345622		23-JAN-14	CITY OF SANTA ANA		55.52	24-JAN-14	55.52	Reconciled
345623		23-JAN-14	CLEARINGHOUSE		528.45	28-JAN-14	528.45	Reconciled
345624		23-JAN-14	COMMERCIAL CLEANING SYSTEMS		10,888.99	29-JAN-14	10,888.99	Reconciled
345625		23-JAN-14	COMMERCIAL DOOR OF ORANGE COUNTY, INC.		332.89	31-JAN-14	332.89	Reconciled
345626		23-JAN-14	CONEYBEARE INC		8,046.76	30-JAN-14	8,046.76	Reconciled
345627		23-JAN-14	CORELOGIC INC		12.00	28-JAN-14	12.00	Reconciled
345628		23-JAN-14	COX COMMUNICATIONS		3,237.88	27-JAN-14	3,237.88	Reconciled
345629		23-JAN-14	CREAGHE, LORENA		254.37	27-JAN-14	254.37	Reconciled
345630		23-JAN-14	CRISPIN MULTIPLEX		9,881.26	31-JAN-14	9,881.26	Reconciled
345631		23-JAN-14	D & G SIGNS		3,286.40	28-JAN-14	3,286.40	Reconciled
345632		23-JAN-14	DIRECTV INC		94.99	28-JAN-14	94.99	Reconciled
345633		23-JAN-14	DIT SOLUTIONS INC		13,516.42	03-FEB-14	13,516.42	Reconciled
345634		23-JAN-14	DRABCZYNSKI, HALINA		49.57			Negotiable
345635		23-JAN-14	DUDEK		1,152.08	28-JAN-14	1,152.08	Reconciled
345636		23-JAN-14	EAST ORANGE COUNTY WATER DISTRICT		1,355.60	28-JAN-14	1,355.60	Reconciled
345637		23-JAN-14	EISEL ENTERPRISES INC		10,709.55	31-JAN-14	10,709.55	Reconciled
345638		23-JAN-14	ELECTROLURGY		1,296.79	27-JAN-14	1,296.79	Reconciled
345639		23-JAN-14	EMERGENCY POWER CONTROLS INC		1,200.00			Negotiable
345640		23-JAN-14	EVANTEC CORPORATION		2,707.96	24-JAN-14	2,707.96	Reconciled
345641		23-JAN-14	EXECUTIVE LIGHTING & ELECTRIC		501.98	24-JAN-14	501.98	Reconciled
345642		23-JAN-14	FARRELL & ASSOCIATES		120.41	28-JAN-14	120.41	Reconciled
345643		23-JAN-14	FERGUSON ENTERPRISES, INC.		20,500.48	29-JAN-14	20,500.48	Reconciled
345644		23-JAN-14	FIRST CHOICE SERVICES		455.76	28-JAN-14	455.76	Reconciled
345645		23-JAN-14	FISERV		12,790.90	28-JAN-14	12,790.90	Reconciled
IRWD Ledger								
BANK: Bank of America N.A. Branch : Los Angeles					Payment Register For 01-JAN-14 To 31-JAN-14		Report Date: 04-FEB-2014 11:57	
Bank Account Currency: USD (US Dollar)					Account: Checking AP and PR		Page: 22	
Payment Type: All					Payment Currency: USD (US Dollar)			
					Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345646		23-JAN-14	FISHER SCIENTIFIC COMPANY LLC		1,644.95	27-JAN-14	1,644.95	Reconciled
345647		23-JAN-14	FLEET SOLUTIONS LLC		4,416.05	28-JAN-14	4,416.05	Reconciled
345648		23-JAN-14	FRANCHISE TAX BOARD		797.88	29-JAN-14	797.88	Reconciled
345649		23-JAN-14	FRONTLINE MANAGEMENT INC		914.00	30-JAN-14	914.00	Reconciled
345650		23-JAN-14	GANAHL LUMBER CO.		209.56	28-JAN-14	209.56	Reconciled
345651		23-JAN-14	GAW, SIN HOCK		33.16	28-JAN-14	33.16	Reconciled
345652		23-JAN-14	GCI CONSTRUCTION, INC.		229,828.14	29-JAN-14	229,828.14	Reconciled
345653		23-JAN-14	GJ AUTOMOTIVE EQUIPMENT CO INC		438.72	24-JAN-14	438.72	Reconciled
345654		23-JAN-14	GORZEMAN, PETER D		17.38	03-FEB-14	17.38	Reconciled
345655		23-JAN-14	GRAINGER		5,244.16	03-FEB-14	5,244.16	Reconciled
345656		23-JAN-14	GREEN COAST INDUSTRIES, INC.		2,624.40			Negotiable
345657		23-JAN-14	GREEN, ROBERT		28.25			Negotiable
345658		23-JAN-14	GROUX, NICOLE		25.61	28-JAN-14	25.61	Reconciled
345659		23-JAN-14	HAKER EQUIPMENT COMPANY		359.95	24-JAN-14	359.95	Reconciled
345660		23-JAN-14	HACH COMPANY		382.28	27-JAN-14	382.28	Reconciled
345661		23-JAN-14	HAN, IN		91.08			Negotiable
345662		23-JAN-14	HARDI, LORI		21.78	28-JAN-14	21.78	Reconciled
345663		23-JAN-14	HDR ENGINEERING INC		22,680.21	30-JAN-14	22,680.21	Reconciled
345664		23-JAN-14	HILL BROTHERS CHEMICAL COMPANY		41,467.07	28-JAN-14	41,467.07	Reconciled
345665		23-JAN-14	HOME DEPOT USA INC		441.61	28-JAN-14	441.61	Reconciled
345666		23-JAN-14	HOWELL, ANNA		30.07	27-JAN-14	30.07	Reconciled
345667		23-JAN-14	HUANG, SHUSEN		18.89	03-FEB-14	18.89	Reconciled

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345668	23-JAN-14	IMPERIAL WESTERN PRODUCTS INC	2,743.18	27-JAN-14	2,743.18	Reconciled
345669	23-JAN-14	INTERNAL REVENUE SERVICE	100.00	29-JAN-14	100.00	Reconciled
345670	23-JAN-14	IRVINE PACIFIC, LP	264.91	28-JAN-14	264.91	Reconciled
345671	23-JAN-14	IRVINE PIPE & SUPPLY INC	2,612.03	24-JAN-14	2,612.03	Reconciled
345672	23-JAN-14	IRWD EMPLOYEE ASSOCIATION	740.00	24-JAN-14	740.00	Reconciled
345673	23-JAN-14	IRWD-PETTY CASH CUSTODIAN	1,137.39	24-JAN-14	1,137.39	Reconciled
345674	23-JAN-14	JCI JONES CHEMICALS INC	9,709.99	29-JAN-14	9,709.99	Reconciled
345675	23-JAN-14	JOHNSTONE SUPPLY	50.61	24-JAN-14	50.61	Reconciled

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345676		23-JAN-14	KELLY, MARGARET		368.96	24-JAN-14	368.96	Reconciled
345677		23-JAN-14	KENNEDY/JENKS CONSULTANTS INC		9,266.00	30-JAN-14	9,266.00	Reconciled
345678		23-JAN-14	KERDIYA, LOUBNA		498.84	30-JAN-14	498.84	Reconciled
345679		23-JAN-14	KHATAMIFAR, NASRIN		95.51			Negotiable
345680		23-JAN-14	KIM, SOON TAE		1,550.00	27-JAN-14	1,550.00	Reconciled
345681		23-JAN-14	KIMBALL MIDWEST		1,097.72			Negotiable
345682		23-JAN-14	LAUTERBACH, KARI		33.23	03-FEB-14	33.23	Reconciled
345683		23-JAN-14	LEALAND, STACIE		61.20			Negotiable
345684		23-JAN-14	LEE, MIKE		24.35	31-JAN-14	24.35	Reconciled
345685		23-JAN-14	LENNAR HOMES		22.39	24-JAN-14	22.39	Reconciled
345686		23-JAN-14	LEWIS BRISBOIS BISGAARD AND SMITH LLP		3,119.18	28-JAN-14	3,119.18	Reconciled
345687		23-JAN-14	LIGHT COMMUNICATIONS INC		13,500.00	30-JAN-14	13,500.00	Reconciled
345688		23-JAN-14	LU'S LIGHTHOUSE, INC.		285.30	27-JAN-14	285.30	Reconciled
345689		23-JAN-14	LUSARDI CONSTRUCTION COMPANY		710.19	30-JAN-14	710.19	Reconciled
345690		23-JAN-14	MAUREEN SASSOON		7,974.00	29-JAN-14	7,974.00	Reconciled
345691		23-JAN-14	MC MASTER CARR SUPPLY CO		2,813.71	28-JAN-14	2,813.71	Reconciled
345692		23-JAN-14	MC MASTER CARR SUPPLY CO		25.54	28-JAN-14	25.54	Reconciled
345693		23-JAN-14	MCCORMACK, TIM		119.09	29-JAN-14	119.09	Reconciled
345694		23-JAN-14	MORGAN COMPANY		533.52	28-JAN-14	533.52	Reconciled
345695		23-JAN-14	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		37,829.72	28-JAN-14	37,829.72	Reconciled
345696		23-JAN-14	MUTUAL PROPANE		178.42	27-JAN-14	178.42	Reconciled
345697		23-JAN-14	NATIONAL READY MIXED CONCRETE CO		636.00	27-JAN-14	636.00	Reconciled
345698		23-JAN-14	NATIONAL READY MIXED CONCRETE CO		618.30			Negotiable
345699		23-JAN-14	NCL SECURITY LLC		30.64	28-JAN-14	30.64	Reconciled
345700		23-JAN-14	NINYO & MOORE		5,807.50	29-JAN-14	5,807.50	Reconciled
345701		23-JAN-14	NORTHWOOD PARK APTS		3.45	31-JAN-14	3.45	Reconciled
345702		23-JAN-14	OCCAPA		120.00			Negotiable
345703		23-JAN-14	OLIN CORPORATION		11,430.01	03-FEB-14	11,430.01	Reconciled
345704		23-JAN-14	ORANGE COUNTY AUTO PARTS CO		463.97	24-JAN-14	463.97	Reconciled
345705		23-JAN-14	ORANGE COUNTY FIRE PROTECTION		548.40	27-JAN-14	548.40	Reconciled

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 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								
345706		23-JAN-14	ORANGE COUNTY SHERIFF'S OFFICE		351.12	29-JAN-14	351.12	Reconciled
345707		23-JAN-14	OUTSOURCE TECHNICAL LLC		9,548.00	28-JAN-14	9,548.00	Reconciled
345708		23-JAN-14	PARK, STEVEN		45.14	27-JAN-14	45.14	Reconciled
345709		23-JAN-14	PENG, ZHEN JIANG		31.96			Negotiable
345710		23-JAN-14	PERS LONG TERM CARE		738.95	28-JAN-14	738.95	Reconciled
345711		23-JAN-14	PINNACLE TOWERS LLC		615.79	27-JAN-14	615.79	Reconciled
345712		23-JAN-14	POLYDYNE INC		2,300.00	27-JAN-14	2,300.00	Reconciled
345713		23-JAN-14	PRAXAIR DISTRIBUTION INC		3,431.66	27-JAN-14	3,431.66	Reconciled

345714	23-JAN-14	PRINCE-AULD, AMY		12.05				Negotiable
345715	23-JAN-14	PROPERTY RESERVE INC		9.10	31-JAN-14	9.10		Reconciled
345716	23-JAN-14	PSB INTEGRATED MARKETING		300.00	24-JAN-14	300.00		Reconciled
345717	23-JAN-14	RALPHS GROCERY COMPANY		266.86				Negotiable
345718	23-JAN-14	RATTRAY, MARGARET		16.08				Negotiable
345719	23-JAN-14	RAZMDIDEH, HOMAYOUN		225.00	03-FEB-14	225.00		Reconciled
345720	23-JAN-14	RBF CONSULTING		295.00	27-JAN-14	295.00		Reconciled
345721	23-JAN-14	SANTA ANA BLUE PRINT		1,593.88	30-JAN-14	1,593.88		Reconciled
345722	23-JAN-14	SANTA MARGARITA FORD		84.21	27-JAN-14	84.21		Reconciled
345723	23-JAN-14	SCHINDLER ELEVATOR CORPORATION		169.16	27-JAN-14	169.16		Reconciled
345724	23-JAN-14	SECURTEC DISTRICT PATROL INC		2,200.00				Negotiable
345725	23-JAN-14	SHAMROCK SUPPLY CO INC		267.95	24-JAN-14	267.95		Reconciled
345726	23-JAN-14	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		2,123.36	30-JAN-14	2,123.36		Reconciled
345727	23-JAN-14	SOUTHERN CALIFORNIA EDISON COMPANY		327,432.54	27-JAN-14	327,432.54		Reconciled
345728	23-JAN-14	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		177.66	29-JAN-14	177.66		Reconciled
345729	23-JAN-14	SPARKLETTS		232.95	29-JAN-14	232.95		Reconciled
345730	23-JAN-14	STACH, JENNIFER		10.77				Negotiable

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 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								
345731		23-JAN-14	STONEGATE HOUSING PARTNERS LP		2,849.00	28-JAN-14	2,849.00	Reconciled
345732		23-JAN-14	T AND S LARSEN MAINTENANCE		400.00	29-JAN-14	400.00	Reconciled
345733		23-JAN-14	TANAKA, TSUTOMU		105.60			Negotiable
345734		23-JAN-14	TESTAMERICA LABORATORIES, INC		126.00	27-JAN-14	126.00	Reconciled
345735		23-JAN-14	THE GAS COMPANY		5,053.97	31-JAN-14	5,053.97	Reconciled
345736		23-JAN-14	THE NEW HOME COMPANY		321.99	31-JAN-14	321.99	Reconciled
345737		23-JAN-14	THORNTON, JOHN		54.99	24-JAN-14	54.99	Reconciled
345738		23-JAN-14	TIC-IPG-COMMON		2,811.45	30-JAN-14	2,811.45	Reconciled
345739		23-JAN-14	TIC-OFFICE PROPERTIES		992.83	27-JAN-14	992.83	Reconciled
345740		23-JAN-14	TROPICAL PLAZA NURSERY INC		33,195.49	28-JAN-14	33,195.49	Reconciled
345741		23-JAN-14	TRUCPARCO		383.52	29-JAN-14	383.52	Reconciled
345742		23-JAN-14	TRUGREEN LANDCARE LLC		10,770.00	29-JAN-14	10,770.00	Reconciled
345743		23-JAN-14	UNITED PARCEL SERVICE INC		59.77	27-JAN-14	59.77	Reconciled
345744		23-JAN-14	US PEROXIDE LLC		5,999.06	03-FEB-14	5,999.06	Reconciled
345745		23-JAN-14	USA BLUEBOOK		159.99	28-JAN-14	159.99	Reconciled
345746		23-JAN-14	USC FOUNDATION OFFICE		1,000.00	30-JAN-14	1,000.00	Reconciled
345747		23-JAN-14	VCI CONSTRUCTION INC		20,422.00	29-JAN-14	20,422.00	Reconciled
345748		23-JAN-14	VERIZON CALIFORNIA INC		430.78	29-JAN-14	430.78	Reconciled
345749		23-JAN-14	VWR INTERNATIONAL, LLC		3,597.70	27-JAN-14	3,597.70	Reconciled
345750		23-JAN-14	WALTERS WHOLESALE ELECTRIC		23.20	28-JAN-14	23.20	Reconciled
345751		23-JAN-14	WAXIE'S ENTERPRISES, INC		282.00	27-JAN-14	282.00	Reconciled
345752		23-JAN-14	WEBER, VICTOR		663.50	28-JAN-14	663.50	Reconciled
345753		23-JAN-14	WECK LABORATORIES INC		963.50	24-JAN-14	963.50	Reconciled
345754		23-JAN-14	WESTERN EXTERMINATOR COMPANY		10,230.00	03-FEB-14	10,230.00	Reconciled
345755		23-JAN-14	WESTPHAL, LYDIA		22.00			Negotiable
345756		23-JAN-14	WILLIAM LYON HOMES		213.45			Negotiable
345757		23-JAN-14	WILLIAMS, RACHEL		13.81			Negotiable
345758		23-JAN-14	WIRELESS WATCHDOGS, LLC		928.00	31-JAN-14	928.00	Reconciled

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345759		23-JAN-14	WUMBUS CORPORATION		1,091.10	24-JAN-14	1,091.10	Reconciled
345760		23-JAN-14	XYLEM WATER SOLUTIONS USA INC		12,785.33	03-FEB-14	12,785.33	Reconciled
345761		23-JAN-14	YABUT, MARIA		28.01	28-JAN-14	28.01	Reconciled
345762		23-JAN-14	YANTONICS LLC		11.27			Negotiable
345763		23-JAN-14	YOKOI, REBECCA		394.28	30-JAN-14	394.28	Reconciled
345764		23-JAN-14	YORKE ENGINEERING LLC		1,568.36	29-JAN-14	1,568.36	Reconciled
345765		23-JAN-14	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	1,570.00	24-JAN-14	1,570.00	Reconciled
345766		23-JAN-14	AFLAC	COLUMBUS	5,928.88	28-JAN-14	5,928.88	Reconciled
345767		23-JAN-14	COLONIAL LIFE & ACCIDENT INSURANCE CO.	COLUMBIA	2,406.84	27-JAN-14	2,406.84	Reconciled
345768		23-JAN-14	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY	ATLANTA	137.58	28-JAN-14	137.58	Reconciled
345769		23-JAN-14	PRE-PAID LEGAL SERVICES INC	ADA	1,487.98	28-JAN-14	1,487.98	Reconciled
345770		24-JAN-14	STATE BOARD OF EQUALIZATION	SACRAMENTO	6,093.00			Negotiable
345771		24-JAN-14	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	495.81	28-JAN-14	495.81	Reconciled
345772		24-JAN-14	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	207,071.63	28-JAN-14	207,071.63	Reconciled
345773		24-JAN-14	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	328,289.22	28-JAN-14	328,289.22	Reconciled
345774		27-JAN-14	BANK OF AMERICA MERRILL LYNCH	BOSTON	327.67	03-FEB-14	327.67	Reconciled
345775		27-JAN-14	DEPARTMENT OF INDUSTRIAL RELATIONS STATE OF CALIFORNIA	PAY	240.00	30-JAN-14	240.00	Reconciled
345776		27-JAN-14	JOHN MICHAEL COVASSILVERADO		138.70	30-JAN-14	138.70	Reconciled
345777		30-JAN-14	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	60,773.55	03-FEB-14	60,773.55	Reconciled
345778		30-JAN-14	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	167,988.30	03-FEB-14	167,988.30	Reconciled
345779		30-JAN-14	Kinner, Chris A (Chris)		230.00			Negotiable
IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57								
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								
345780		30-JAN-14	Webb, Douglas G (Douglas)		172.80			Negotiable
345781		30-JAN-14	Corral, Edward Jr (Ed)		125.00	30-JAN-14	125.00	Reconciled
345782		30-JAN-14	Hankla, Jeremy		190.00	31-JAN-14	190.00	Reconciled
345783		30-JAN-14	Moore, Jonathon C (Jon)		90.00			Negotiable
345784		30-JAN-14	Lewis, Lyndy R		32.48	03-FEB-14	32.48	Reconciled
345785		30-JAN-14	Matheis, Mary Aileen		1,309.77			Negotiable
345786		30-JAN-14	Fournier, Tanja L (Tanja)		195.00	03-FEB-14	195.00	Reconciled
345787		30-JAN-14	ADVANCED CALIBRATION DESIGNS INC		1,231.00			Negotiable
345788		30-JAN-14	AGILENT TECHNOLOGIES, INC.		413.97			Negotiable
345789		30-JAN-14	AIRGAS-WEST, INC.		371.93			Negotiable
345790		30-JAN-14	ALL AMERICAN ASPHALT		976.97			Negotiable
345791		30-JAN-14	ALLIANCE FOR WATER EFFICIENCY NFP		1,535.69			Negotiable
345792		30-JAN-14	ALPHA TRAFFIC SERVICES, INC.		470.00			Negotiable
345793		30-JAN-14	ALSTON & BIRD LLP		350.55			Negotiable
345794		30-JAN-14	APPLIED INDUSTRIAL TECHNOLOGIES - CA LLC		1,032.84			Negotiable
345795		30-JAN-14	AQUA-METRIC SALES COMPANY		37,623.61			Negotiable
345796		30-JAN-14	ARCADIS U.S., INC.		13,742.70			Negotiable
345797		30-JAN-14	ARMORCAST PRODUCTS		9,178.93			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
COMPANY								
345798		30-JAN-14	ASHFORD, WALT		167.10			Negotiable
345799		30-JAN-14	AT&T		82.78			Negotiable
345800		30-JAN-14	AT&T		4,935.41			Negotiable
345801		30-JAN-14	ATHENS SERVICES		10,405.48			Negotiable
345802		30-JAN-14	ATLAS COPCO USA HOLDINGS INC		12,554.19			Negotiable
345803		30-JAN-14	AUSTIN HARDWOODS, INC		129.95			Negotiable
345804		30-JAN-14	AUTOZONE PARTS, INC.		570.69			Negotiable
345805		30-JAN-14	BATTERIES PLUS AND BATTERIES PLUS BULBS		632.31			Negotiable

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 28
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345806		30-JAN-14	BEST DRILLING AND PUMP, INC.		114,318.25			Negotiable
345807		30-JAN-14	BILL'S SWEEPING SERVICE INC		575.00			Negotiable
345808		30-JAN-14	BOOT WORLD INC		3,541.19			Negotiable
345809		30-JAN-14	BORCHARD SURVEYING & MAPPING, INC.		5,362.50			Negotiable
345810		30-JAN-14	BOTTOM LINE UTILITY SOLUTIONS, INC.		131,500.29			Negotiable
345811		30-JAN-14	BOWIE, ARNESON, WILES & GIANNONE		17,333.83			Negotiable
345812		30-JAN-14	BRITHINEE ELECTRIC		334.21			Negotiable
345813		30-JAN-14	BUCKNALL POWER TOOL SERVICE, INC.		270.21			Negotiable
345814		30-JAN-14	C WELLS PIPELINE MATERIALS INC		51.60			Negotiable
345815		30-JAN-14	CANON SOLUTIONS AMERICA, INC.		407.01			Negotiable
345816		30-JAN-14	CANON SOLUTIONS AMERICA, INC.		4,505.58			Negotiable
345817		30-JAN-14	CARL WARREN & CO		218.63			Negotiable
345818		30-JAN-14	CASTILLO, REBECCA		150.36			Negotiable
345819		30-JAN-14	CDW GOVERNMENT LLC		13,978.31			Negotiable
345820		30-JAN-14	CEPA OPERATIONS, INC		290.00			Negotiable
345821		30-JAN-14	CH2M HILL, INC		482.62			Negotiable
345822		30-JAN-14	CHARLES P CROWLEY COMPANY INC		798.89			Negotiable
345823		30-JAN-14	CHOI, SOON JOO		102.08			Negotiable
345824		30-JAN-14	CLA-VAL COMPANY		2,574.42	03-FEB-14	2,574.42	Reconciled
345825		30-JAN-14	CONDITION MONITORING SERVICES INC		8,417.52			Negotiable
345826		30-JAN-14	CONEYBEARE INC		21,365.93			Negotiable
345827		30-JAN-14	COX COMMUNICATIONS		100.35			Negotiable
345828		30-JAN-14	CPI-INTERNATIONAL, INC		2,398.45			Negotiable
345829		30-JAN-14	CRAWFORD, ALVIN		677.52	30-JAN-14	677.52	Reconciled
345830		30-JAN-14	CREATIVE ALLIANCE GROUP LLC		4,500.00			Negotiable
345831		30-JAN-14	CREDENTIAL CHECK CORPORATION		78.02			Negotiable
345832		30-JAN-14	D & G SIGNS		9,487.80			Negotiable
345833		30-JAN-14	DATA CLEAN CORPORATION		826.25			Negotiable

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 29
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345834		30-JAN-14	EMERGENCY COMMUNICATIONS NETWORK, LLC		25,000.00			Negotiable
345835		30-JAN-14	ENVIRONMENTAL EXPRESS INC		2,898.76			Negotiable
345836		30-JAN-14	EXECUTIVE LIGHTING & ELECTRIC		956.81			Negotiable
345837		30-JAN-14	FARWEST CORROSION CONTROL CO		4,608.30			Negotiable
345838		30-JAN-14	FEDEX		812.83	03-FEB-14	812.83	Reconciled
345839		30-JAN-14	FERGUSON ENTERPRISES, INC.		11,116.86			Negotiable
345840		30-JAN-14	FISERV		308.25			Negotiable

345841	30-JAN-14	FISHER SCIENTIFIC COMPANY LLC	4,192.63	Negotiable
345842	30-JAN-14	FLEET SOLUTIONS LLC	452.67	Negotiable
345843	30-JAN-14	FRED KAMGAR-K STUDIO DESIGN	2,952.32	Negotiable
345844	30-JAN-14	FULLMER CONSTRUCTION	777.74	Negotiable
345845	30-JAN-14	GJ AUTOMOTIVE EQUIPMENT CO INC	611.00	Negotiable
345846	30-JAN-14	GLOBALSTAR INC	169.54	Negotiable
345847	30-JAN-14	GORZEMAN, PETER D	25.19	Negotiable
345848	30-JAN-14	GRAINGER	1,451.69	Negotiable
345849	30-JAN-14	GRAINGER	2,122.19	Negotiable
345850	30-JAN-14	GRAYBAR ELECTRIC COMPANY	9,795.44	Negotiable
345851	30-JAN-14	GREEN COAST INDUSTRIES, INC.	104.44	Negotiable
345852	30-JAN-14	HACH COMPANY	737.34	Negotiable
345853	30-JAN-14	HAGEMEYER NORTH AMERICA INC	257.88	Negotiable
345854	30-JAN-14	HAPPY TAILS A DOGS LAND	110.86	Negotiable
345855	30-JAN-14	HARBOR ALL GLASS & MIRROR INC.	5,997.26	Negotiable
345856	30-JAN-14	HARRINGTON INDUSTRIAL PLASTICS LLC	7,158.08	Negotiable
345857	30-JAN-14	HDR ENGINEERING INC	77,643.78	Negotiable
345858	30-JAN-14	HILL BROTHERS CHEMICAL COMPANY	17,505.91	Negotiable

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 30
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345859		30-JAN-14	HILLEBRAND, ALBERT J		3,147.03			Negotiable
345860		30-JAN-14	HOME DEPOT USA INC		573.16			Negotiable
345861		30-JAN-14	HORIZON AIR MEASUREMENT SERVICES, INC.		940.00			Negotiable
345862		30-JAN-14	HUMANA INSURANCE COMPANY		313.20			Negotiable
345863		30-JAN-14	HUNSAKER & ASSOCIATES IRVINE		1,904.00			Negotiable
345864		30-JAN-14	IDEXX DISTRIBUTION, INC		1,025.04			Negotiable
345865		30-JAN-14	INDUSTRIAL METAL SUPPLY CO		44.54			Negotiable
345866		30-JAN-14	INTERIOR OFFICE SOLUTIONS, INC.		743.34			Negotiable
345867		30-JAN-14	IRVINE PIPE & SUPPLY INC		845.70			Negotiable
345868		30-JAN-14	IRWD-PETTY CASH CUSTODIAN		1,258.86	03-FEB-14	1,258.86	Reconciled
345869		30-JAN-14	JKE SKYPARK, LLC		609.82			Negotiable
345870		30-JAN-14	JOHN G. ALEVIZOS D.O. INC.		60.00			Negotiable
345871		30-JAN-14	KATO, KAZUHIKIO		16.55			Negotiable
345872		30-JAN-14	KELTER, SHAWN		164.95			Negotiable
345873		30-JAN-14	KERN COUNTY TREASURER TAX COLLECTOR		30.00			Negotiable
345874		30-JAN-14	KEY INFORMATION SYSTEMS, INC.		2,670.00			Negotiable
345875		30-JAN-14	KIMBALL MIDWEST		3,130.51			Negotiable
345876		30-JAN-14	KONECRANES INC		11,767.81			Negotiable
345877		30-JAN-14	KOREAN CULTURAL CENTER		2,500.00			Negotiable
345878		30-JAN-14	KS DIRECT LLC		1,107.00			Negotiable
345879		30-JAN-14	LABELLE-MARVIN INC		2,976.25			Negotiable
345880		30-JAN-14	LAKE FOREST COMM ASSN		1,542.79			Negotiable
345881		30-JAN-14	LEWIS OPERATING CORP		1,200.00			Negotiable
345882		30-JAN-14	LILLESTRAND LEADERSHIP CONSULTING, INC.		4,543.88			Negotiable
345883		30-JAN-14	MACRAE, MARK		36.25			Negotiable
345884		30-JAN-14	MARVIN GARDENS LLC		3,140.15	30-JAN-14	3,140.15	Reconciled

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 31
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Cleared

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345885		30-JAN-14	MBC APPLIED ENVIRONMENTAL SCIENCES		1,250.00			Negotiable
345886		30-JAN-14	MC MASTER CARR SUPPLY CO		1,468.52			Negotiable
345887		30-JAN-14	MCCLAIN'S FURNITURE INC		742.50			Negotiable
345888		30-JAN-14	MICHAEL A BACA		12,075.00			Negotiable
345889		30-JAN-14	MIRANDA, JASON		204.24			Negotiable
345890		30-JAN-14	NEW FIG CORPORATION		330.72			Negotiable
345891		30-JAN-14	NORITSU AMERICA CORPORATION		480.00			Negotiable
345892		30-JAN-14	NURSERY PRODUCTS LLC		6,364.56			Negotiable
345893		30-JAN-14	OLIN CORPORATION		2,840.48			Negotiable
345894		30-JAN-14	ON ASSIGNMENT LAB SUPPORT		1,244.80			Negotiable
345895		30-JAN-14	ONESOURCE DISTRIBUTORS LLC		406.73			Negotiable
345896		30-JAN-14	ORANGE COUNTY AUTO PARTS CO		621.89			Negotiable
345897		30-JAN-14	ORANGE COUNTY TREASURER		2,002.00			Negotiable
345898		30-JAN-14	OSTS, INC		5,600.00			Negotiable
345899		30-JAN-14	PAC RIM ENGINEERING		4,187.50			Negotiable
345900		30-JAN-14	PARKHOUSE TIRE INC		585.41			Negotiable
345901		30-JAN-14	PAULUS ENGINEERING INC		162,480.20			Negotiable
345902		30-JAN-14	PINNACLE LANDSCAPE COMPANY		6,560.00			Negotiable
345903		30-JAN-14	PIVOT INTERIORS INC		1,554.59			Negotiable
345904		30-JAN-14	PRAXAIR DISTRIBUTION INC		398.55			Negotiable
345905		30-JAN-14	PRINCIPAL LIFE INSURANCE		26,663.00			Negotiable
345906		30-JAN-14	PRODATA COMPUTER SERVICES INC		795.00			Negotiable
345907		30-JAN-14	PTI SAND & GRAVEL INC		2,200.22			Negotiable
345908		30-JAN-14	REACH EMPLOYEE ASSISTANCE INC		879.20			Negotiable
345909		30-JAN-14	RED WING SHOES		15,709.62			Negotiable
IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57								
BANK: Bank of America N.A.			Branch : Los Angeles		Account: Checking AP and PR		Page: 32	
Bank Account Currency: USD (US Dollar)					Payment Currency: USD (US Dollar)			
Payment Type: All					Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345910		30-JAN-14	RESPONSE ENVELOPE, INC		3,439.26			Negotiable
345911		30-JAN-14	RICHARD C SLADE & ASSOCIATES		23,107.00			Negotiable
345912		30-JAN-14	RINCON TRUCK CENTER INC.		224.84			Negotiable
345913		30-JAN-14	ROCKET SOFTWARE, INC.		6,495.94			Negotiable
345914		30-JAN-14	SAFAEL, DON		661.79			Negotiable
345915		30-JAN-14	SANTA ANA BLUE PRINT		8,352.02			Negotiable
345916		30-JAN-14	SANTA MARGARITA FORD		607.33			Negotiable
345917		30-JAN-14	SEAL ANALYTICAL INC		1,602.92			Negotiable
345918		30-JAN-14	SEPARATION PROCESSES INC		6,090.80			Negotiable
345919		30-JAN-14	SHAMROCK SUPPLY CO INC		317.50			Negotiable
345920		30-JAN-14	SHIH, MARGARET		42.46			Negotiable
345921		30-JAN-14	SOUTH COAST ATR QUALITY MANAGEMENT DISTRICT		869.88			Negotiable
345922		30-JAN-14	SOUTH COAST ANSWERING SERVICE		378.95			Negotiable
345923		30-JAN-14	SOUTHERN CALIFORNIA EDISON COMPANY		322,818.81	03-FEB-14	322,818.81	Reconciled
345924		30-JAN-14	SOUTHERN COUNTIES LUBRICANTS LLC		3,434.28			Negotiable
345925		30-JAN-14	SPARLING INSTRUMENTS LLC		1,463.29			Negotiable
345926		30-JAN-14	SS MECHANICAL CORPORATION		1,144.00			Negotiable
345927		30-JAN-14	STATE BOARD OF		182.77			Negotiable

345928	30-JAN-14	EQUALIZATION SUN ENGINEERING SERVICES, INC		4,671.15		Negotiable
345929	30-JAN-14	SUPERIOR WATER TECHNOLOGIES		1,416.00		Negotiable
345930	30-JAN-14	TAN, QUILINO		49.17		Negotiable
345931	30-JAN-14	TESTAMERICA LABORATORIES, INC		192.15		Negotiable
345932	30-JAN-14	THE NEW HOME COMPANY		60.44		Negotiable

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 33
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
345933		30-JAN-14	THOMPSON INDUSTRIAL SUPPLY		1,426.74			Negotiable
345934		30-JAN-14	THYSSENKRUPP ELEVATOR		218.95			Negotiable
345935		30-JAN-14	TRANSFORMER TESTING		7,420.00			Negotiable
345936		30-JAN-14	TROPICAL PLAZA NURSERY INC		3,680.75			Negotiable
345937		30-JAN-14	TRUCPARCO		1,297.70			Negotiable
345938		30-JAN-14	TRUGREEN LANDCARE LLC		750.00			Negotiable
345939		30-JAN-14	UNITED HEALTHCARE INSURANCE COMPANY		2,596.20			Negotiable
345940		30-JAN-14	UNITED PARCEL SERVICE INC		53.29			Negotiable
345941		30-JAN-14	UNITED SITE SERVICES OF CALIFORNIA INC		139.26			Negotiable
345942		30-JAN-14	UNIVAR USA INC		2,946.00			Negotiable
345943		30-JAN-14	US BANK NAT'L ASSOCIATION NORTH DAKOTA		39,800.16			Negotiable
345944		30-JAN-14	US PEROXIDE LLC		18,140.36			Negotiable
345945		30-JAN-14	USDA FOREST SERVICE		321.52	03-FEB-14	321.52	Reconciled
345946		30-JAN-14	VA CONSULTING, INC		5,280.00			Negotiable
345947		30-JAN-14	VALLEYCREST LANDSCAPE MAINTENANCE		3,097.86			Negotiable
345948		30-JAN-14	VERIZON CALIFORNIA INC		91.15			Negotiable
345949		30-JAN-14	VERIZON WIRELESS SERVICES LLC		5,717.90			Negotiable
345950		30-JAN-14	WALTERS WHOLESALE ELECTRIC		3,319.84			Negotiable
345951		30-JAN-14	WATANABE, MITSUTOSHI		36.54			Negotiable
345952		30-JAN-14	WESTERN WEATHER GROUP INC		2,660.00			Negotiable
345953		30-JAN-14	WORKFLOWONE		2,462.73			Negotiable
345954		30-JAN-14	ZEBRON CONTRACTING INC		3,510.00			Negotiable
345955		30-JAN-14	ZHU, XILONG		60.97			Negotiable
345956		31-JAN-14	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	35,700.46			Negotiable

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 34
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
Payment Document Subtotal:					7,015,046.47		5,832,803.66	
Payment Document : IRWD Wire								
10248		07-JAN-14	CALPERS	SACRAMENTO	370,486.04			Negotiable
10249		08-JAN-14	YORK INSURANCE SERVICES GROUP INC - CA	PAY	1,142.55			Negotiable
10250		10-JAN-14	CHEN, XINYI	SAN MARINO	87.59			Negotiable
10251		10-JAN-14	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	4,503.67			Negotiable
10252		10-JAN-14	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	1,900,684.33			Negotiable

10253	10-JAN-14	U.S. BANK NATIONALPAY ASSOCIATION		1,706.80	Voided
10254	10-JAN-14	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	73,735.56	Negotiable
10255	13-JAN-14	U.S. BANK NATIONALPAY ASSOCIATION		1,706.80	Negotiable
10256	13-JAN-14	BANK OF AMERICA	SAN FRANCISCO	1,476.73	Negotiable
10257	13-JAN-14	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	42,317.34	Negotiable
10258	13-JAN-14	U.S. BANK NATIONALPAY ASSOCIATION		64,060.98	Negotiable
10259	13-JAN-14	BANK OF AMERICA	SAN FRANCISCO	64,195.98	Negotiable
10260	13-JAN-14	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	4,791.67	Negotiable
10261	13-JAN-14	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	1,829.92	Negotiable
10262	13-JAN-14	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	642.79	Negotiable
10263	13-JAN-14	INTERNAL REVENUE SERVICE	FRESNO	151,315.58	Negotiable
10264	13-JAN-14	FRANCHISE TAX BOARD	SACRAMENTO	41,403.64	Negotiable

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 35
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
10265		13-JAN-14	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	10,777.28			Negotiable
10266		13-JAN-14	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17			Negotiable
10267		13-JAN-14	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,425.36			Negotiable
10268		13-JAN-14	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,677.94			Negotiable
10269		13-JAN-14	GREAT WEST	DENVER	108,957.60			Negotiable
10270		20-JAN-14	J.R. FILANC CONSTRUCTION COMPANY INC.	ESCONDIDO	1,095,893.04			Negotiable
10271		21-JAN-14	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	5,678.48			Negotiable
10272		21-JAN-14	MUNICIPAL WATER DISTRICT OF ORANGEVALLEY COUNTY	FOUNTAIN	582,251.56			Negotiable
10273		24-JAN-14	CALPERS	SACRAMENTO	82,964.71			Negotiable
10274		24-JAN-14	INTERNAL REVENUE SERVICE	FRESNO	153,496.86			Negotiable
10275		24-JAN-14	FRANCHISE TAX BOARD	SACRAMENTO	40,728.54			Negotiable
10276		24-JAN-14	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	12,157.10			Negotiable
10277		24-JAN-14	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17			Negotiable
10278		24-JAN-14	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,425.36			Negotiable
10279		24-JAN-14	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	11,555.85			Negotiable
10280		24-JAN-14	GREAT WEST	DENVER	211,618.12			Negotiable
10281		29-JAN-14	ORANGE COUNTY WATER DISTRICT	F.V.	8,144,042.40			Negotiable
10282		29-JAN-14	YORK INSURANCE SERVICES GROUP INC - CA	PAY	18,122.15			Negotiable
10283		29-JAN-14	U.S. BANK NATIONALPAY ASSOCIATION	ST. LOUIS	8,325.08			Negotiable

IRWD Ledger Payment Register For 01-JAN-14 To 31-JAN-14 Report Date: 04-FEB-2014 11:57
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 36
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

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

10284	29-JAN-14	YORK INSURANCE SERVICES GROUP INC - CA	PAY	2,589.67	Negotiable
10285	29-JAN-14	FILANC-BALFOUR BEATTY JV	WEST COVINA	1,977,657.43	Negotiable
10286	29-JAN-14	YORK INSURANCE SERVICES GROUP INC - CA	PAY	2,697.18	Negotiable
10287	29-JAN-14	YORK INSURANCE SERVICES GROUP INC - CA	PAY	8,516.11	Negotiable
10288	30-JAN-14	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	104.17	Negotiable
10289	30-JAN-14	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	2,361.11	Negotiable

Payment Document Subtotal:	15,223,111.41
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Bank Account Subtotal :	22,238,157.88	5,832,803.66
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Report Count : 933	Report Total:	22,238,157.88	5,832,803.66
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*** 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-JAN-14 to 31-JAN-14

NAME	CHECK NUMBER	CHECK DATE	AMOUNT	ITEM DESCRIPTION	EXPENSE JUSTIFICATION
Akiyoshi, Eric S (Eric)	345274	9-Jan-14	\$ 280.00	Membership/Certification Renewal	ASCE Membership Renewal
Bonkowski, Leslie A (Leslie)	345583	23-Jan-14	\$ 172.38	Other(Misc)	Meeting supplies
Cady, Thanh-Van T (Van)	345073	2-Jan-14	\$ 225.00	Other(Misc)	Safety glasses reimbursement
Calderon, Alfonso	345572	23-Jan-14	\$ 125.00	Other(Misc)	Safety shoes reimbursement
Cho, Harry K (Harry)	345425	16-Jan-14	\$ 244.00	Membership/Certification Renewal	AWWA Annual Dues
Corral, Edward Jr (Ed)	345781	30-Jan-14	\$ 125.00	Other(Misc)	Safety shoes reimbursement
Fehser, Noah (Noah)	345277	9-Jan-14	\$ 165.00	Membership/Certification Renewal	Backflow Tester Certificate Physical 2014
Fournier, Tanja L (Tanja)	345786	30-Jan-14	\$ 195.00	Membership/Certification Renewal	Morningstar membership subscription
Hankla, Jeremy	345782	30-Jan-14	\$ 190.00	Membership/Certification Renewal	CWEA Grade 4 Mechanical certification
Hoolihan, Michael J (Michael)	345276	9-Jan-14	\$ 280.00	Membership/Certification Renewal	ASCE Membership
Johnson, Dane	345576	23-Jan-14	\$ 117.21	Other(Misc)	Safety shoes reimbursement
Kevin Walsh	345569	16-Jan-14	\$ 170.00	Membership/Certification Renewal	SWRCB Wastewater Treatment Plant Operator Grade 1 Renewal Fee
Kinner, Chris A (Chris)	345779	30-Jan-14	\$ 148.00	Membership/Certification Renewal	CWEA Membership
LaMar, Steven E	345430	16-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
LaMar, Steven E	345430	16-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
LaMar, Steven E	345430	16-Jan-14	\$ 164.64	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Legault, Dan (Dan)	345575	23-Jan-14	\$ 129.98	Other(Misc)	Tool reimbursement
Lewis, Lyndy R	345584	23-Jan-14	\$ 148.00	Membership/Certification Renewal	CWEA Membership
Lin, Eileen (Eileen)	345068	2-Jan-14	\$ 120.00	Other(Misc)	CPA License Renewal
Matheis, Mary Aileen	345785	30-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Matheis, Mary Aileen	345785	30-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Matheis, Mary Aileen	345785	30-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Matheis, Mary Aileen	345785	30-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Matheis, Mary Aileen	345785	30-Jan-14	\$ 142.43	Shuttle/Taxi	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Matheis, Mary Aileen	345785	30-Jan-14	\$ 164.64	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Moore, Rory M (Rory)	345278	9-Jan-14	\$ 160.00	Membership/Certification Renewal	CWEA Collections Grade 2 Certificate
Morell, Armando	345573	23-Jan-14	\$ 200.00	Other(Misc)	Safety shoes reimbursement
Oldewage, Lars D (Lars)	345071	2-Jan-14	\$ 328.00	Membership/Certification Renewal	CWED Certification
Ollivolo, Eric J (Eric)	345424	16-Jan-14	\$ 120.17	Other(Misc)	Safety shoes reimbursement
Pan, Jenny W (Jenny)	345582	23-Jan-14	\$ 145.71	Other(Misc)	Reimbursement for 2013 1099-Misc and 1096 forms
Randy Lee	345072	2-Jan-14	\$ 575.00	Registration Fees	Wateruse Conference Newport Beach, CA 11/7/13-11/8/13
Reinhart, Douglas J	345423	16-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Reinhart, Douglas J	345423	16-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Reinhart, Douglas J	345423	16-Jan-14	\$ 164.64	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Soto, Franklin E (Frank)	345579	23-Jan-14	\$ 148.00	Membership/Certification Renewal	CWEA Grade 2 Environmental Compliance Inspector Certification
Spangenberg, Carl W (Carl)	345066	2-Jan-14	\$ 280.00	Membership/Certification Renewal	ASCE Membership Renewal
Swift, Ian P (Ian)	345580	23-Jan-14	\$ 160.96	Other(Misc)	Safety shoes reimbursement
Tobar, Javier M	345581	23-Jan-14	\$ 120.00	Membership/Certification Renewal	CPA License Renewal
Webb, Douglas G (Douglas)	345780	30-Jan-14	\$ 172.80	Other(Misc)	Safety shoes reimbursement
Withers, John B	345426	16-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Withers, John B	345426	16-Jan-14	\$ 230.10	Lodging	ACWA Fall Conference, Los Angeles, CA Dec. 3-5, 2013
Total			\$ 8,182.56		

March 10, 2014

Prepared by: C. Compton 

Submitted by: P. Weghorst 

Approved by: Paul Cook 

CONSENT CALENDAR

2014 STATE LEGISLATIVE UPDATE

SUMMARY:

This report provides an update on the 2014 State legislative session and IRWD State legislative priorities. A copy of the 2014 State Legislative Matrix is attached as Exhibit "A".

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

- AB 1671 (Frazier): Sacramento-San Joaquin Delta: water conveyance system – "OPPOSE"; and
- HR 29 (Gomez): Outsourcing public services – "OPPOSE".

BACKGROUND:

The 2014 bill introduction deadline was February 21, 2014. More than 1,900 bills were introduced, exclusive of constitutional amendments and resolutions. On the Assembly side, 1,299 bills were introduced, while the Senate introduced 631 bills. Many of the introduced bills contain spot or intent language; however, a number of bills include substantive proposals. With the introduction deadline having passed, the 2014 legislative session will come into full swing with policy committees ramping up and legislators working to amend their legislation so that it will be heard by the May policy committee deadlines.

A wide variety of bills have been introduced on issues of interest to IRWD including public contracting and statewide water supplies. There are also a number of bills related to greenhouse gas emissions, energy, Integrated Regional Water Management Plans, Urban Water Management Plans, and the water bond. Many of these bills are expected to have significant amendments prior to their first policy committee hearings. As such, staff will monitor proposals, and bring updates and recommendations to the Board, as appropriate.

State Budget:

January's Revenue Numbers: On February 10, 2014, State Controller John Chiang released his monthly report on the State's finances. He announced that the State took in \$12.2 billion in revenue during the month of January. This amount was \$387.7 million, or 3.3 percent higher than budgeted. Despite these revenues, the State ended the month with a General Fund cash deficit of \$12.6 billion which was covered by borrowing and is lower than a year ago. At the end of January 2013, the cash deficit was \$15.7 billion.

Controller Chiang stated that the "[s]trong revenues for the month of January confirm California is continuing its slow climb out of the wreckage of the Great Recession." He continued to caution that "[while year-to-date revenues are \$427.5 million ahead of estimates adjusted upward only a month ago, the stock market's volatility reminds us that continued revenue

outperformance should not be taken for granted. Spending discipline and paying down debt must continue to be our focus.”

IRWD 2014 Legislative Priorities:

2014 Water Bond:

The water bond continues to be a topic of discussion in the State Capitol. Following the bill introduction deadline, there are now 10 active bills related to the water bond. Those bills are:

- AB 1331 (Rendon, D-Lakewood): As previously discussed with the Board, AB 1331 would repeal the Safe, Clean and Reliable Drinking Water Supply Act of 2012 and enact the Climate Change Response for Clean and Safe Drinking Water Act of 2014. The Climate Change Response for Clean and Safe Drinking Water Act of 2014 would authorize the issuance of a \$6.5 billion general obligation water bond upon approval by the voters in November 2014. AB 1331 is set for hearing in the Senate Natural Resources and Water Committee on March 25, 2014.
- AB 1445 (Logue, R-Chico): AB 1445 was amended on February 14, 2014. The bill would repeal the \$11.14 billion bond currently on the ballot, and replace it with a \$5.8 billion bond which would allocate \$4.8 billion to storage and \$1 billion to water quality.
- AB 1674 (Bigelow, R-Placerville): AB 1674 was introduced as an intent bill, and is currently in spot bill form.
- AB 2043 (Conway, R-Visalia, Bigelow, R-Placerville): AB 2043 would repeal the \$11.14 billion bond currently on the ballot and replace it with a \$7.935 billion bond.
- AB 2686 (Perea, D-Fresno): AB 2686 would repeal the \$11.14 billion bond currently on the ballot and replace it with a \$9.25 billion bond.
- SB 848 (Wolk, D-Vacaville): SB 848 would repeal the Safe, Clean and Reliable Drinking Water Supply Act of 2012, and enact the Safe Drinking Water, Water Quality, and Flood Protection Act of 2014, a \$6.825 billion water bond. The bill was heard and passed by the Senate Natural Resources and Water, and Senator Environmental quality Committees. The bill was amended on February 20, 2014, as a result of those hearings. It will be heard in Senate Governance and Finance on February 26.
- SB 927 (Vidak, R-Hanford, and Cannella, R-Ceres): The bill would modify the existing \$11.14 billion bond, and reduce it to \$9.217 billion by reducing the amount of funding available for drought relief and water supply reliability; remove the funding for ecosystem and watershed protection and restoration projects; and increase the amount of funds available for emergency actions on drinking water in disadvantaged communities.
- SB 1080 (Fuller, R-Bakersfield): SB 1080 was introduced as an intent bill, and is currently in spot bill form.

- SB 1250 (Hueso, D-San Diego): SB 1250 was introduced as an intent bill, and is currently in spot bill form.
- SB 1370 (Galgiani, D-Modesto): SB 1370 would repeal the \$11.14 billion bond currently on the ballot and replace it with a \$5.1 billion bond.

Over the last month IRWD has continued to engage with members of the Assembly and State Senate engaged in the water bond discussions. Staff is in the process of comparing all of the new water bond proposals, and will provide the Board an oral update on any new developments and an updated comparison of the bond proposals shared with the Board last month. That comparison is attached as Exhibit “B”.

Drought Legislation:

On February 19, 2014, Governor Brown, Senate President pro Tem Darrell Steinberg, and Assembly Speaker John Perez announced a deal to put forward emergency drought legislation. The agreement reached between Governor Brown and legislative leaders would appropriate \$687.4 million to support drought relief, provide housing and food to workers directly impact by the drought, and secure emergency drinking water supplies for drought-impacted communities. On February 24, SB 103 (Committee on Budget and Fiscal Review) and SB 104 (Committee on Budget and Fiscal Review) were amended to enact the drought relief legislation quickly. On February 27, both the Assembly and the Senate passed the bills. Governor Brown is expected to sign the bills, which if signed will take effect immediately.

Bay-Delta Legislation:

On February 12, 2014, AB 1671 was introduced by Assemblymember Jim Frazier (D-Fairfield). AB 1671, as introduced, would prohibit the Department of Water Resources from constructing water conveyance facilities from the north Delta to the south Delta unless authorized by the Legislature. The bill is similar to proposals introduced in the past. In 2009, as part of a comprehensive water package, a process for identifying a solution to the problems in the Delta was agreed to and enacted. AB 1671 would change that process and require that any Delta conveyance facility receive the Legislature's approval before it can be constructed. Given the process agreed to in 2009, which is currently underway, staff is recommending that IRWD take an “OPPOSE” position on AB 1671. A copy of AB 1671 is attached as Exhibit “C”.

Other 2014 Legislation:

HR 29 (Gomez, D-Los Angeles): Relative to outsourcing public services

Assemblymember Jimmy Gomez introduced HR 29, an Assembly resolution on outsourcing of public services. The resolution, if approved, would state as Assembly policy that the “Assembly opposes outsourcing of public services and assets, which harms transparency, accountability, shared prosperity, and competition, and supports processes that give public service works the opportunity to develop their own plan on how to deliver, cost-effective, high-quality services.”

The resolution also urges local elected officials to become familiar with the Taxpayer Empowerment Agenda which states that:

“Eager for quick cash, state and local governments across America are handing over control of critical public services and assets to corporations that promise to handle them better, faster and cheaper. Unfortunately for taxpayers, not only has outsourcing these services failed to keep this promise, but too often it undermines transparency, accountability, shared prosperity and competition - the underpinnings of democracy itself. Outsourcing means taxpayers have very little say over how tax dollars are spent and no say on actions taken by private companies that control our public services.”

Staff is recommending that IRWD take an “OPPOSE” position on HR 29, and authorize staff to work with the District’s industry, association, and community partners to educate members of the Legislature on the benefits of the public sector partnering with the private sector. A copy of HR 29 (Gomez) is attached as Exhibit “D”.

Orange County Water District Legislation

Two bills have been introduced regarding the Orange County Water District (OCWD). The first bill, AB 2712, was introduced by Assemblymember Tom Daly (D-Santa Ana) on behalf of the Orange County Business Council. AB 2712 would require OCWD to submit a remediation plan to the Department of Toxic Substances Control, the regional water quality control board or a certified unified program agency before it can begin a remediation project, and that it may not seek reimbursement from a responsible party for any remediation costs not contained in an approved plan. The second bill, SB 1362, was introduced by Senator Lou Correa (D-Santa Ana) as a companion bill to AB 2712. SB 1362 is currently in spot bill form with a subject of “Public Contracts: Orange County Water District.” A copy of AB 2712 is attached as Exhibit “E”. A copy of SB 1362 is attached as Exhibit “F”.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Policy and Communications Committee meeting on March 6, 2014.

RECOMMENDATION:

THAT THE BOARD ADOPT AN “OPPOSE” POSITION ON AB 1671 (FRAZIER); AND ADOPT AN “OPPOSE” POSITION ON HR 29 (GOMEZ).

LIST OF EXHIBITS:

- Exhibit "A" – 2014 IRWD Legislative Matrix
- Exhibit "B" – Summary of Water Bond Proposals
- Exhibit "C" – Copy of AB 1671 (Fraizer)
- Exhibit "D" – Copy of HR 29 (Gomez)
- Exhibit "E" – Copy of AB 2712 (Daly)
- Exhibit "F" – Copy of SB 1362 (Correa)

EXHIBIT "A"
IRWD 2014 LEGISLATIVE MATRIX
Updated February 26, 2014

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
<u>AB 25</u> Campos (D)	Employment: Social Media		Applies existing law that prohibits a private employer from requiring or requesting an employee or applicant for employment to disclose a username or password for the purpose of accessing personal social media, to access personal social media in the presence of the employer, or to divulge any personal social media to public employers. Provides that these provisions apply to public employers generally, including charter cities and counties.	09/13/2013 - In SENATE. Held at desk.	
<u>AB 52</u> Gatto (D)	Native Americans: California Environmental Quality Act		Requires a lead agency to make best efforts to avoid, preserve, and protect specified Native American resources with a project that may have a significant effect on the environment, and to take specified mitigation measures if the project will have a substantial adverse change. Prohibits certain damage unless certain conditions are met. Requires consultation with tribes affiliated with the area prior to determining a negative declaration. Requires the revision of related guidelines.	09/10/2013 - In SENATE. Joint Rule 61(a)12 suspended.;09/10/2013 - In SENATE. Joint Rule 62(a) suspended.	
<u>AB 69</u> Perea (D)	Groundwater: Drinking Water: Nitrate at Risk Fund		Establishes the Nitrate at Risk Fund to be administered by the State Department of Public Health for loans, principal forgiveness loans, or grants to certain water systems operating in a high-nitrate at-risk area for specified purposes. Requires fertilizer sellers to pay a materials charge for deposit in the Fund.	08/12/2013 - From SENATE Committee on AGRICULTURE with author's amendments.;08/12/2013 - In SENATE. Read second time and amended. Re-referred to Committee on AGRICULTURE.	
<u>AB 79</u> Skinner (D)	Budget Act of 2013		Amends the Budget Act of 2013 by revising items of appropriation and making other changes for the purpose of addressing drought conditions in the State.	02/24/2014 - In SENATE. From Inactive File. To second reading.;02/24/2014 - In SENATE. Read second time and amended. To third	

EXHIBIT "A"
IRWD 2014 LEGISLATIVE MATRIX
Updated February 26, 2014

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				reading.;02/24/2014 - In SENATE. Senate Rule 29.10(c) suspended.;02/24/2014 - Re-referred to SENATE Committee on RULES.;02/24/2014 - Re-referred to SENATE Committee on BUDGET AND FISCAL REVIEW.	
AB 80 Skinner (D)	Drought Relief		Provides provisions regarding drought relief to include fines for violations of permits and licenses issued by the State Water Resources Control Board, the disbursement of disaster assistance, civil fines for the improper water diversion, emergency regulations regarding the diversion of water and the fines for a related infraction and for groundwater replenishment, rental space for those with economic hardship, the employment training tax, and the providing of funds for water management grants.	02/24/2014 - In SENATE. From Inactive File. To second reading.;02/24/2014 - In SENATE. Read second time and amended. To third reading.;02/24/2014 - In SENATE. Senate Rule 29.10(c) suspended.;02/24/2014 - Re-referred to SENATE Committee on RULES.;02/24/2014 - Re-referred to SENATE Committee on BUDGET AND FISCAL REVIEW.	
AB 145	State Water Resources		Transfers to the State Water Resources Control Board the various	08/30/2013 - In	

EXHIBIT "A"
IRWD 2014 LEGISLATIVE MATRIX
Updated February 26, 2014

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
Perea (D)	Control Board: Drinking Water		duties and responsibilities imposed on the State Department of Public Health by the State Safe Drinking Water Act and the Safe Drinking Water State Revolving Fund Law of 1997. Requires the State Environmental Protection Agency to prepare a project initiation document for the transfer of the state drinking water program from the State Department of Public Health to a Division of Drinking Water Quality.	SENATE Committee on APPROPRIATIONS: Held in committee.	
AB 194 Campos (D)	Open Meetings: Actions For Violations		Amends the Ralph M. Brown Act that requires every agenda for a regular meeting or notice for a special meeting of a local legislative body to provide an opportunity for members of the public to address the legislative body on items being considered by the legislative body. Expands the authorization for a district attorney or interested party to seek a judicial determination that an action taken by a legislative body is null and void if the legislative body violates this requirement.	02/06/2014 - To SENATE Committee on GOVERNANCE AND FINANCE.	
AB 229 Perez J (D)	Infrastructure and Revitalization Financing Districts		Authorizes the creation by a city, county, city and county, and joint powers authority, of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes the creation of a district and the issuance of debt. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases.	09/11/2013 - In ASSEMBLY. From Unfinished Business. To Inactive File.	
AB 243 Dickinson (D)	Local Government: Infrastructure Financing Districts		Authorizes the creation of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases if special conditions are met. Authorizes a district to fund various projects, including watershed land used for the collection and treatment of water for urban uses, flood management, open space, habitat restoration and development purposes.	09/11/2013 - In ASSEMBLY. To Inactive File.	
AB 371 Salas (D)	Sewage Sludge: Kern County		Requires the State Water Resources Board to require additional testing on the effects of sewage sludge or other biological solids to occur on properties in unincorporated areas of Kern County where the sludge or other biological solids are imported from another	02/06/2014 - To SENATE Committee on ENVIRONMENTAL	

EXHIBIT "A"
IRWD 2014 LEGISLATIVE MATRIX
Updated February 26, 2014

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			county within the State. Requires the Board to identify pathogens, endotoxins, and other hazards for testing based on the potential for contamination and potential to adversely affect human health. Requires a related report.	QUALITY.	
AB 380 Dickinson (D)	California Environmental Quality Act: Notice		Amends the California Environmental Quality Act. Requires that notices regarding environmental impact reports filed by lead agencies need to be filed with the Office of Planning and Research and the county clerk and posted by the clerk for public review. Provides notice requirements for projects that are determined to be exempted from the Act.	06/13/2013 - To SENATE Committee on ENVIRONMENTAL QUALITY.	
AB 436 Jones-Sawyer (D)	Inverse Condemnation: Comparative Fault		Applies the doctrine of comparative fault to inverse condemnation actions. Requires a court or arbitrator to reduce the compensation paid to a plaintiff in an inverse condemnation proceeding in direct proportion to his or her percentage of fault, if any, in the damaging of property that constitutes a taking. Provides the circumstances under which the plaintiff shall not recover his or her postoffer costs and shall pay the defendant's postoffer costs, including expert witness costs.	07/02/2013 - In SENATE Committee on JUDICIARY: Not heard.	
AB 515 Dickinson (D)	State Environmental Quality Act: Writ of Mandate		Amends the State Environmental Quality Act that requires a court, if the court finds that a public agency has violated the requirements of the Act, to issue an order, in the form of a peremptory writ of mandate, specifying what actions by the public agency are necessary to comply with the requirements of the Act. Requires the writ to specify the time by which the public agency is to make an initial return of the writ containing specified information.	02/06/2014 - To SENATE Committees on ENVIRONMENTAL QUALITY and JUDICIARY.	
AB 543 Campos (D)	California Environmental Quality Act: Translation	Oppose	Requires a lead agency to translate certain notices required by the California Environmental Quality Act and a summary of any negative declaration, mitigated negative declaration, or environmental impact report when a group of non-English-speaking people comprises at minimum percentage of the population within the lead agency's jurisdiction and the proposed project is to be located at or near an area where the group of non-English-speaking people comprises that same percentage of residents of the area.	06/13/2013 - Re-referred to SENATE Committee on ENVIRONMENTAL QUALITY.	

EXHIBIT "A"
IRWD 2014 LEGISLATIVE MATRIX
Updated February 26, 2014

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
AB 616 Bocanegra (D)	Local Public Employee Organizations: Dispute: Panels		Relates to local public employee organizations. Requires an organization request for submit a dispute to a factfinding panel to be in writing. Provides if either party disputes that a genuine impasse has been reached, the issue of whether the impasse exists may be submitted to the Public Employees Relations Board for resolution before the dispute is submitted to a factfinding panel. Authorizes each party to select a person to serve as its member of the factfinding panels.	08/30/2013 - In SENATE Committee on APPROPRIATIONS: Held in committee.	
AB 687 Hernandez R (D)	Electricity		Requires the Public Utilities Commission, when authorizing additional direct transactions for retail nonresidential end-use customers, to provide the highest priority to acquire electric services from other providers to entities treating and remediating groundwater that is identified as contaminated on a site listed as a Superfund site in a disadvantaged or severely disadvantaged community or a public drinking water system of such communities. Requires the treatment and remediation using certain moneys.	02/04/2014 - From SENATE Committee on APPROPRIATIONS with author's amendments.;02/04/2014 - In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
AB 993 Linder (R)	Contractors: Arbitration		Amends the Contractors' State License Law. Provides a party that submits a dispute with contractor to arbitration waives any right to recover attorney's fees or to challenge the arbitrator's award attorney's fees in a related civil action. Relates to the setting of the time, date, and location for a arbitration related hearing. Requires good cause to exclude any person from a hearing. Revises requirements regarding the recording of the hearing. Authorizes the reopening of a hearing prior to any award.	06/17/2013 - From SENATE Committee on BUSINESS, PROFESSIONS & ECON. DEVELOPMENT: Do pass to Committee on JUDICIARY.	
AB 1035 Muratsuchi (D)	Local Agencies: Financial Reports		Raises the amount forfeited for failure to submit financial reports to all local agencies. Doubles fines if the agency fails to submit the report to the Controller for 2 consecutive years. Triples the fines if the agency fails to submit the report to the Controller for 3 or more consecutive years. Requires the Controller to conduct an independent	06/11/2013 - In SENATE Committee on GOVERNANCE AND FINANCE: Not heard.	

EXHIBIT "A"
IRWD 2014 LEGISLATIVE MATRIX
Updated February 26, 2014

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			audit report of an agency that issues conduit revenue bonds. Specifies the agency that has a forfeiture or payment still must file the report.		
<u>AB 1043</u> Chau (D)	Drinking Water, Quality, Flood, River Protection		Amends the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Eliminates the requirement to develop and adopt regulations and requires a grantee of certain initiative bond act funds to take specific actions to recover the costs of cleanup and to utilize those funds for certain groundwater contamination cleanup projects.	06/25/2013 - In SENATE Committee on NATURAL RESOURCES AND WATER: Not heard.	
<u>AB 1080</u> Alejo (D)	Community Revitalization & Investment Authorities		Authorizes certain public entities of a community revitalization and investment area to form a community revitalization plan within a community revitalization and investment authority to carry out the Community Redevelopment Law in a specified manner. Requires the authority to adopt a community revitalization plan for a community revitalization and investment area and authorizes the authority to include in that plan a provision for the receipt of tax increment funds.	08/30/2013 - In SENATE Committee on APPROPRIATIONS: Held in committee.	
<u>AB 1249</u> Salas (D)	Water Management Plans: Nitrate Contamination		Requires an integrated regional water management plan to include an explanation of how the plan addressed nitrate contamination, or an explanation of why the plan does not address such concentration, if an area within the boundaries of the plan has been identified as a nitrate high-risk area by the State Water Resources Control Board, requires the Board when selecting projects for funding to establish a preference for project that implement plans that address nitrate impacts.	02/06/2014 - To SENATE Committee on ENVIRONMENTAL QUALITY.	
<u>AB 1331</u> Rendon (D)	Climate Change Response for Clean and Safe Water		Repeals the Safe, Clean, and Reliable Drinking Water Supply Act of 2012, Enacts the Clean and Safe Drinking Water Act of 2014, which, if adopted by the voters, would authorize the issuance of bonds in a specified amount pursuant to the State General Obligation Bond Law to finance a clean and safe drinking water program.	01/07/2014 - From SENATE Committee on NATURAL RESOURCES AND WATER with author's amendments.;01/07/2014 - In SENATE. Read second time and amended. Re-referred	

EXHIBIT “A”
IRWD 2014 LEGISLATIVE MATRIX
Updated February 26, 2014

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				to Committee on NATURAL RESOURCES AND WATER.	
AB 1393 Perea (D)	Safe Drinking Water State Revolving Fund		Transfers the administration of the Safe Drinking Water State Revolving Fund and the related grant and loan program for construction of public water systems to the State Water Resources Council.	09/09/2013 - In SENATE. Read second time. To third reading.;09/09/2013 - Re-referred to SENATE Committee on RULES.	
AB 1434 Yamada (D)	Water Corporations: Low- Income Relief Programs		Requires the Public Utilities Commission to implement a program to provide rate relief for low-income ratepayers of a water corporation.	01/17/2014 - To ASSEMBLY Committee on UTILITIES AND COMMERCE.	
AB 1445 Logue (R)	Water Infrastructure Act of 2014		Repeals the provisions that would create the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the State Water Infrastructure Act of 2014. Authorizes the issuance of bonds in a specified amount to finance a public benefit associated with water storage and water quality improvement projects.	02/14/2014 - To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.;02/14/20 14 - From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE with author's amendments.;02/14/2 014 - In ASSEMBLY. Read second time and amended. Re-referred	

EXHIBIT "A"
IRWD 2014 LEGISLATIVE MATRIX
Updated February 26, 2014

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				to Committee on WATER, PARKS AND WILDLIFE.	
<u>AB 1448</u> Mullin (D)	Local Government: Part-Time Elected Officials		prohibits the legislative or governing body of a city, county, city and county, school board, special district, or any other entity of local government from granting lifetime healthcare benefits to an elected official who serves part time.	01/17/2014 - To ASSEMBLY Committee on LOCAL GOVERNMENT.	
<u>AB 1506</u> Perea (D)	San Joaquin River Conservancy: Regulation Adoption		Makes a person who violates any of the posted regulations adopted by the San Joaquin River Conservancy governing lands owned or managed by the conservancy guilty of an infraction punishable by a maximum fine.	01/23/2014 - To ASSEMBLY Committee on NATURAL RESOURCES.	
<u>AB 1522</u> Gonzalez (D)	Employment: Paid Sick Days		Provides that an employee who works for 7 or more days in a calendar year is entitled to paid sick days to be accrued at a rate of no less than one hour for every 30 hours worked would be entitled to use accrued sick days beginning on the 90th calendar day of employment. Requires employers to provide paid sick days, upon the request of the employee, for diagnosis, care, or treatment of health conditions of the employee or an employee's family member.	01/23/2014 - To ASSEMBLY Committees on LABOR AND EMPLOYMENT and JUDICIARY.	
<u>AB 1527</u> Perea (D)	Public Water Systems: Drinking Water		Requires the State Department of Public Health in administering programs to fund improvements and expansions of small community water systems, and other water systems, to promote service delivery alternatives that improve efficiency and affordability of infrastructure and service delivery.	02/06/2014 - To ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS.	
<u>AB 1632</u> Olsen (R)	Water Rights: Appropriation		Makes a technical, nonsubstantive change in provisions regarding the State Water Resources Control Board allowing permits and licenses appropriations for beneficial purposes of unappropriated water under terms and conditions as in its judgment will best develop, conserve, and utilize in the public interest the water sought to be appropriated.	02/10/2014 - INTRODUCED.	
<u>AB 1636</u>	Water Conservation		Prohibits a city or county, during a drought emergency declared by	02/20/2014 - To	

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IRWD 2014 LEGISLATIVE MATRIX
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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
Brown (D)			the Governor, from enforcing a law or ordinance requiring a resident to water his or her lawn.	ASSEMBLY Committee on LOCAL GOVERNMENT.	
<u>AB 1639</u> Grove (R)	Global Warming Solutions Act of 2006:Greenhouse Gas		States the intent of the Legislature that moneys derived from market-based emissions reductions measures be expended to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions in furtherance of achieving the statewide greenhouse gas emissions limit. Requires moneys appropriated from the Greenhouse Gas Reduction Fund to be used to achieve the statewide greenhouse gas emissions limit.	02/20/2014 - To ASSEMBLY Committee on NATURAL RESOURCES.	
<u>AB 1671</u> Frazier (D)	Sacramento-San Joaquin Delta:Water Conveyance System		Prohibits the Department of Water Resources from constructing water facilities as part of a specified water conveyance system unless specifically authorized by the Legislature.	02/20/2014 - To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.	
<u>AB 1674</u> Bigelow (R)	Safe, Clean, Reliable Drinking Water Supply Act of 2012		States the intent of the Legislature to enact legislation that would amend the Safe, Clean, and Reliable Drinking Water Supply Act of 2012.	02/12/2014 - INTRODUCED.	
<u>AB 1799</u> Gordon (D)	Land Use: Mitigation Lands		Eliminates the requirement of an endowment or other financial mechanism for long-term stewardship where a governmental entity or special district is the entity required to provide the long-term stewardship, if the governmental entity or special district provides evidence to the local or state agency that it possesses an investment-grade credit rating by a nationally recognized statistical rating organization.	02/18/2014 - INTRODUCED.	
<u>AB 1970</u> Gordon (D)	Global Warming Solutions Act: Community Investment		Creates the Community Investment and Innovation Program and requires moneys to be available from the Greenhouse Gas Reduction Fund for purposes of awarding local assistance grants and other financial assistance to eligible grant applicants who submit plans to develop and implement integrated community-level greenhouse gas emissions reductions in their region.	02/19/2014 - INTRODUCED.	
<u>AB 1983</u>	Water Meters: Multiunit		Authorizes the owner or operator of a building containing residential	02/19/2014 -	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
Gray (D)	Structures		units to install equipment to determine or use an economic allocation methodology to approximate the quantity of water that is provided to the tenants and used in the common areas of that building and to charge tenants separately for water and wastewater service based on usage as determined through the use of that equipment or allocation methodology if certain requirements are met.	INTRODUCED.	
<u>AB 2040</u> Garcia (D)	Public Official Compensation		Requires a local agency to report to the controller the annual compensation of its public officials, including, but not limited to, separately listing the name of each public official and his or her monthly salary.	02/20/2014 - INTRODUCED.	
<u>AB 2043</u> Bigelow (R)	Safe Clean and Reliable Drinking Water Supply Act		Enacts the Safe, Clean, and Reliable Water Supply Act of 2014, which, if adopted by votes, would authorize the issuance of bonds to finance a safe drinking water and water supply reliability program.	02/20/2014 - INTRODUCED.	
<u>AB 2067</u> Weber (D)	Urban Water Management Plans		Requires an urban retail water supplier and an urban wholesale water supplier to provide narratives describing the supplier's water demand management measures. Requires the narrative to address the nature and extent of each water demand management measure implemented to describe the water demand management measures that the supplier plans to implement.	02/20/2014 - INTRODUCED.	
<u>AB 2104</u> Gonzalez (D)	Common Interest Developments:Water Efficient Landscapes		Relates to the Davis-Stirling Common Interest Development Act. Provides that governing documents shall include architectural or landscaping guidelines or policies and decisions by the board of directors applicable to a specific homeowner. Applies these provisions to a prohibition on the replacement of existing turf with low water-using plants.	02/20/2014 - INTRODUCED.	
<u>AB 2403</u> Rendon (D)	Local Government: Assessments, fees, and charges		Provides that provisions of the California Constitution generally require that assessments, fees, and charges be submitted to property owners for approval or rejection after the provisions of written notice and the holding of a public hearing. Modifies the definition of water to specifically include recycled water and stormwater intended for water service.	02/21/2014 - INTRODUCED.	
<u>AB 2554</u> Rendon (D)	Bond Accountability		Creates the Natural Resources Bond Accountability Commission to provide independent review of all expenditures resulting from the	02/21/2014 - INTRODUCED.	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			adoption of any natural resource related bond acts approved by the voters. Relates to the Safe Clean, and Reliable Drinking Water Supply Act of 2012. Provides for commission membership.		
<u>AB 2686</u> Perea (D)	Clean, Safe, and Reliable Water Supply Act of 2014		Repeals the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Clean, Safe, and Reliable Water Supply Act of 2014, which, if adopted by the votes, would authorize the issuance of bonds to finance a clean, safe, and reliable water supply program. Provides for the submission of the bond act to the voters at a statewide general election.	02/21/2014 - INTRODUCED.	
<u>AB 2712</u> Daly (D)	Hazardous Materials: Orange County Water District		Imposes requirements on the Orange County Water District when conducting a remediation project at a hazardous waste release site. Prohibits the district from implementing a remediation project unless the plan for the proposed remediation project is approved pursuant to the specified procedures.	02/21/2014 - INTRODUCED.	
<u>ACA 8</u> Blumenfield (D)	Local Government Financing: Voter Approval		Proposes an amendment to the Constitution to create an additional exception to the 1% limit for an ad valorem tax rate imposed by a city, county, city and county, or special district, to service bonded indebtedness incurred to fund specified public improvements and facilities, or buildings used primarily to provide sheriff, police, or fire protection services, that is approved by 55% of the voters of the city, county, city and county, or special district.	06/27/2013 - To SENATE Committees on GOVERNANCE AND FINANCE and ELECTIONS AND CONSTITUTIONAL AMENDMENTS.	
<u>HR 29</u> Gomez (D)	Outsourcing Public Services		Opposes outsourcing of public services and assets.	02/20/2014 - To ASSEMBLY Committee on PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL SECURITY.	
<u>SB 1</u> Steinberg (D)	Sustainable Communities Investment Authority		Authorizes certain public entities of a Sustainable Communities Investment Area to form a Sustainable Communities Investment Authority to carry out the Community Redevelopment Law. Provides	09/12/2013 - In SENATE. To Inactive File.	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			for tax increment funding receipt under certain economic development and planning criteria. Establishes prequalification requirements for receipt of funding. Requires monitoring and enforcement of prevailing wage requirements within the area. Excludes certain types of farmland.		
SB 33 Wolk (D)	Infrastructure Financing Districts: Voter Approval		Revises provisions governing infrastructure financing districts. Eliminates the requirement of voter approval for creation of the district and for bond issuance, and authorizes the legislative body to create the district subject to specified procedures. Authorizes the creation of such district subject to specified procedures. Authorizes a district to finance specified actions and project. Prohibits financing until a certain requirement is met. Prohibits assistance to a vehicle dealer or big box retailer.	09/11/2013 - In ASSEMBLY. To Inactive File.	
SB 64 Corbett (D)	Global Warming Solutions: Clean Technology Investment		Creates the Clean Technology Investment Account within the Greenhouse Gas Reduction Fund. Requires appropriations of moneys in the fund or other funds to the account in the Budget Act. Makes such funds available for grants to nonprofit public benefit corporations and regional technology alliances to design and implement program that accelerate the development, demonstration, and deployment of technologies that would reduce greenhouse gas emissions and foster job creation in the state.	06/24/2013 - Re- referred to ASSEMBLY Committee on NATURAL RESOURCES.	
SB 103 Budget and Fiscal Review Cmt	Budget Act of 2013		Amends the Budget Act of 2013 by revising items of appropriation and making other changes for the purpose of addressing drought conditions in the State.	02/25/2014 - From ASSEMBLY Committee on BUDGET with author's amendments.;02/25/2 014 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on BUDGET.	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
SB 104 Budget and Fiscal Review Cmt	Drought Relief		Provides provisions regarding drought relief to include fines for violations of permits and licenses issued by the State Water Resources Control Board, the disbursement of disaster assistance, civil fines for the improper water diversion, emergency regulations regarding the diversion of water and the fines for a related infraction and for groundwater replenishment, rental space for those with economic hardship, the employment training tax, and the providing of funds for water management grants.	02/24/2014 - From ASSEMBLY Committee on BUDGET with author's amendments.;02/24/2014 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on BUDGET.	
SB 176 Galgiani (D)	Administrative Procedures		Requires the Office of Administrative Law to allow electronic submission to the Office by a state agency of notices required to be published and information required to be submitted pursuant to specified provisions of existing law. Expands the public discussion required described in existing law to require a state agency proposing to adopt regulations, prior to publication of a notice of proposed adoption, amendment, or repeal, to involve parties that would be subject to the regulations in such discussions.	08/30/2013 - In ASSEMBLY Committee on APPROPRIATIONS: To Suspend File.;08/30/2013 - In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.	
SB 193 Monning (D)	Hazard Evaluation System and Information Service		Relates to the repository of data on toxic materials and harmful physical agents in places of employment. Requires chemical manufacturers, formulators, suppliers, distributors, importers, and their agents to provide Hazard Evaluation System and Information Service the names and addresses of their customers who have purchased specified chemicals or commercial products containing those chemicals, and certain other information upon a request from the Service. Exempts the names and address from disclosure.	08/06/2013 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 266 Lieu (D)	Prevailing Wages		Requires the body awarding a contract for public work to furnish a copy of the valid notice of completion for the public work or a document evidencing the awarding body's acceptance of the public	01/23/2014 - In SENATE. Read third time. Passed	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			work on a particular date, whichever occurs later. Requires that body to notify the Labor Commissioner if there has been no valid notice of completion filed, and no document evidencing the acceptance of the public work on a particular date. Requires civil wage assessments until an applicable document is received.	SENATE. *****To ASSEMBLY.	
SB 536 Berryhill T (R)	Property-Related Services		Provides that a county shall not be obligated to provide subsidies to cure any deficiencies in funding of property-related services provided within the jurisdiction of a defined district, under any of certain specified circumstances. Provides that this prohibition would not apply if the county's governing board had agreed to subsidize the district's services before the completion of a majority protest proceeding or election.	06/17/2013 - To ASSEMBLY Committee on LOCAL GOVERNMENT.	
SB 556 Corbett (D)	Agency: Ostensible: Nongovernmental Entities		Relates to third person contracts and ostensible agencies. Prohibits a person, firm, corporation, or association that is a nongovernmental entity and contracts to perform labor or services relating to public health or safety for a public entity from displaying on a vehicle or uniform a logo that reasonably could be interpreted as implying the labor or services are being performed by employees of a public agency, unless the vehicle and uniform displays a specified disclosure.	09/11/2013 - In ASSEMBLY. To Inactive File.	
SB 605 Lara (D)	California Global Warming Solutions Act: Scoping Plan		Requires the Controller to determine the amount of moneys collected and deposited in the Greenhouse Reduction Fund by the State Air Resources Board. Appropriates moneys from the fund for projects and programs in disadvantaged communities. Authorizes expenditures for administrative purposes. Requires the Board, when updating a greenhouse gas emissions reduction scoping plan, to include specified criteria, and to submit that criteria to the Joint Legislative Budget Committee.	08/30/2013 - In ASSEMBLY Committee on APPROPRIATIONS: Not heard.	
SB 628 Beall (D)	Infrastructure Financing: Transit Priority Projects		Eliminates the requirement of voter approval for the adoption of an infrastructure financing plan, the creation of an infrastructure financing district, and the issuance of bonds with respect to a transit priority project. Requires a specified percentage of the revenue for increasing, improving, and preserving the supply of lower and	08/19/2013 - Withdrawn from Enrollment.;08/19/2013 - Ordered Held at SENATE desk.	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			moderate-income housing. Requires a low-income housing replacement ordinance.		
SB 633 Pavley (D)	CEQA		Amends the California Environmental Quality Act. Specifies, for purposes of new information exception to the prohibition on requiring a subsequent or supplement environmental impact report, that a specified exception applies if new information was not known and could not have been known by the lead or any responsible agency at the time the report was certified as complete. Authorizes the development of guidelines to exempt projects involving minor temporary uses of land and public gatherings.	08/06/2013 - In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	
SB 731 Steinberg (D)	Environment: California Environmental Quality Act		Relates to the State Environmental Quality Act. Provides that certain impacts of a residential, mixed-use, or employment center project within a transit priority area shall not be considered significant impacts. Requires guidelines for thresholds of significance for noise and transportation impacts to be made available. Requires preparation of environmental impact reports. Extends the tolling of time for judicial actions and mitigation measures. Relates to sustainable communities planning and grants.	09/11/2013 - From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass as amended.	
SB 735 Wolk (D)	Sacramento-San Joaquin Delta Reform Act		Amends existing law that establishes the Delta Stewardship Council to create a Delta management plan. Authorizes prescribed local entities to enter into a memorandum of understanding or other written agreement with the council and the Department of Fish and Wildlife regarding multispecies conservation plans that describes how the parties would ensure that multispecies conservation plans that have been adopted or are under development are consistent with the Delta Plan.	08/13/2013 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Not heard.	
SB 750 Wolk (D)	Building Standards: Water Meters: Multiunits		Requires a water purveyor providing water service to new multiunit residential or mixed use structures to require water measurement to each unit and to permit measurement to be by water meters or submeters. Requires submeters to comply with existing laws and regulations. Prohibits purveyor fees for submeters installed by the owner. Imposes certain requirements on landlords in related to the submetered water service. Relates to separate charge notification to	08/13/2013 - In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Failed passage.;08/13/2013 -	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
			tenant. Authorizes damages for violations.	In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Reconsideration granted.	
SB 757 Berryhill T (R)	Junk Dealers		Relates to junk dealers and recyclers. Permits a seller to use a passport from any country or a Matricula Consular issued by Mexico, along with another form of identification bearing an address, or an identification card issued by the United States, as identification. Specifies that the provisions governing secondhand dealers and coin dealers do not apply to junk dealers.	09/06/2013 - In ASSEMBLY. To Inactive File.	
SB 785 Wolk (D)	Design-Build		Repeals certain authorizations and enacts provisions that would authorize the Department of General Services, the Department of Corrections and Rehabilitation, and certain local agencies to use the design-build procurement process for specified public works. Authorizes the use of such process by the Marin Healthcare District when contracting for building and improvements construction to a hospital or health facility. Requires specified moneys to be deposited into the State Public Works Enforcement Fund.	01/27/2014 - In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY.	
SB 848 Wolk (D)	Safe Drinking Water, Water Quality, and Water Supply		Repeals the provisions of existing law that created the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Safe Drinking Water, Water Quality, and Flood Protection Act of 2014 which would authorize the issuance of bonds pursuant to the State General Obligation Bond Law to finance a safe drinking water, water quality, and water supply program.	02/20/2014 - In SENATE. Read second time and amended. Re-referred to Committee on GOVERNANCE AND FINANCE.	
SB 927 Cannella (R)	Safe, Clean, and Reliable Drinking Water Supply Act		Renames the Safe, Clean, and Reliable Drinking Water Supply Act of 2012 as the Safe, Clean, and Reliable Drinking Water Supply Act of 2014 and makes conforming changes. Authorizes the issuance of bonds in a specified amount by reducing the amount available for projects related to drought relief and water supply reliability.	02/06/2014 - To SENATE Committees on NATURAL RESOURCES AND WATER,	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
				ENVIRONMENTAL QUALITY and GOVERNANCE AND FINANCE.	
SB 985 Pavley (D)	Stormwater Resource Planning		Amends the Stormwater Resource Planning Act that authorizes a city, county, or special district, to develop a stormwater resource plan that meets certain standards. Requires a stormwater resource plan to identify opportunities to use existing publicly owned lands to capture and reuse stormwater.	02/20/2014 - To SENATE Committees on ENVIRONMENTAL QUALITY and NATURAL RESOURCES AND WATER.	
SB 1036 Pavley (D)	Urban Water Management Plans		Authorizes an urban water supplier to include within an urban water management plan certain energy-related information, including, but not limited to, estimates of the amount of energy used to extract or divert water supplies.	02/18/2014 - INTRODUCED.	
SB 1049 Pavley (D)	Integrated Regional Water Management Plans		Amends the Integrated Regional Water Management Planning Act. Includes projects or programs that reduce energy used to acquire, transport, treat, or distribute water, as a regional project or program. Requires a regional water management group to include all water suppliers that are within a watershed area, the area over a groundwater basin or subbasin, or the area within a county's boundaries.	02/18/2014 - INTRODUCED.	
SB 1080 Fuller (R)	Safe, Clean, and Reliable Drinking Water Supply Act		Relates to the Safe, Clean, and Reliable Drinking Water Supply Act of 2012, which, if approved by the voters, would authorize the issuance of bonds in a specified amount. Declares the intent of the Legislature to enact legislation to reduce the bond amount.	02/19/2014 - INTRODUCED.	
SB 1250 Hueso (D)	Safe, Clean and Reliable Drinking Water Supply Act		Amends the Safe, Clean and Reliable Drinking Water Supply Act of 2012 that would authorize the issuance of bonds to finance a safe drinking water and water supply reliability program. States the intent of the Legislature to enact legislation that would amend the act for the purpose of reducing the bond.	02/20/2014 - INTRODUCED.	
SB 1362	Public Contracts: Orange		Makes technical, nonsubstantive changes to existing law that governs	02/21/2014 -	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Notes
Correa (D)	County Water District		the contracts of Orange County Water District as provided in a specified statute and further provides that the district is not bound by any contract unless the same is made in writing approved by a resolution of the board.	INTRODUCED.	
<u>SB 1370</u> Galgiani (D)	Reliable Water Supply Bond Act of 2014		Repeals the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Reliable Water Supply Bond Act of 2014 to finance surface water storage projects.	02/21/2014 - INTRODUCED.	
<u>SB 1390</u> Correa (D)	General Subject: Santa Ana River Conservancy		Establishes the Santa Ana River Conservancy to acquire specified lands on either side of the riverbed of the Santa Ana River and would prescribe the management, powers, and duties of conservancy.	02/21/2014 - INTRODUCED.	
<u>SCA 11</u> Hancock (D)	Local Government: Special Taxes: Voter Approval		Proposes an amendment to the Constitution to condition the imposition, extension, or increase of a special tax by a local government upon the approval of 55% of the voters voting on the proposition, if the proposition proposing the tax contains specified requirements.	06/27/2013 - Re- referred to SENATE Committee on APPROPRIATIONS.	

Exhibit "B"
February 27, 2014

Summary of Water Bond Proposals

(Please note that changes from the last version have been placed in red text)

	SB7x 2 <i>(Bond Currently on the November 2014 ballot)</i>	SB 848 (Wolk) <i>(As introduced in January 9, 2014- February 20, 2014, Version)</i>	AB 1331 (Rendon) <i>(January 7, 2014, Version)</i>	ACWA's <i>(As of January 30, 2014)</i>	IRWD's Asks <i>(As of January 21, 2014)</i>
Water Quality/Clean and Safe Water	\$1.455 billion	\$900 million <i>(Chapter 4)</i>	\$1.0 billion <i>(Chapter 5)</i>	\$1.0 billion	
Water Quality in Disadvantaged Communities	\$90 million <i>(funding placed in Chapter 5)</i>	Funding outlined below. \$100 million	Funding outlined below.	Funding outlined below.	
State Water Pollution Control Revolving Fund Small Community Grant Fund	\$75 million <i>(funding placed in Chapter 5)</i>	\$380 million	\$ 400 million	\$200 million	
				*ACWA increased the amount of funding it is advocating be allocated for water quality by \$400 million. Originally a total of \$300 million was allocated for water quality in disadvantaged communities	
Public Health Emergency Funding		\$100 million <i>(funding placed in Chapter 2)</i>	\$100 million	\$100 million	
Water Quality in Private Wells Serving Disadvantaged Communities		\$20 million	\$10 million of the \$100 million may be made available for grants to private well owners that have no other source of water and serve members of a disadvantaged community		
Safe Drinking Water (Public Infrastructure Improvements)	\$290 million <i>(funding placed in Chapter 5)</i>	\$400 million	\$400 million	\$400 million	
Groundwater Quality	\$1.0 billion <i>(funding placed in Chapter 10)</i>		\$100 million	\$300 million	
Watersheds	\$1.785 billion <i>(Chapter 9)</i>	\$1.675 billion <i>(Chapter 7-4)</i>	\$1.5 billion <i>(Chapter 6)</i>	\$800 million	
Regional Watershed Funds	\$1.535 billion	\$250 million \$1 billion*	\$750 million*	\$550 million	
		* For projects outside of the Delta	* Specific watersheds were removed & regions were inserted with blanks for allocations to be determined later.		
State Obligations	\$250 Funding is allocated for Klamath River dam removal	\$500 million Includes funding the State's obligation for the Klamath Basin Restoration Agreement, Quantification Settlement Agreement, San Joaquin River Restoration Settlement, and Tahoe Regional Planning Compact	\$500 million Includes funding the State's obligation for the Klamath Basin Restoration Agreement, Quantification Settlement Agreement, San Joaquin River Restoration Settlement, Section 3406(d) of Title 34 of Public Law 102-575, and other multiparty settlement agreement in effect as of January 1, 2014, including the Tahoe Regional Planning Compact	\$0 State's obligations should compete for funding as other project would	
Specific Conservancies Throughout California		\$875 million			
Natural Resource Agency Support of State Conservancies	\$250 million		\$250 million	\$250 million	
Misc	\$250 million	\$50 million	\$250 million	\$250 million	

Summary of Water Bond Proposals, Page 2
 (Please note that changes from the last version have been placed in red text)

	SB7x 2 <i>(Bond Currently on the November 2014 ballot)</i>	SB 848 (Wolk) <i>(As introduced on January 9, 2014- February 20, 2014, Version)</i>	AB 1331 (Rendon) <i>(January 7, 2014, Version)</i>	ACWA's <i>(As of January 30, 2014)</i>	IRWD's Asks <i>(As of January 21, 2014)</i>
Regional Water Security/Water Supply Reliability	\$2.65 billion	\$2.875-2.9 billion <i>(Chapter 5)</i>	\$1.5 billion <i>(Chapter 7)</i>	\$1.55 billion	
Integrated Water Management Plans	\$1.4 billion <i>(funding in Chapter 6)</i>	\$1.5 billion <i>(funding in Chapter 3)</i>	\$1 billion*	\$1.1 billion	
Orange County's IRWMP Allocation	\$128 million of the \$1.4 billion is designated to the Santa Ana Region, which includes all of Orange County	\$191-\$174 million of the \$1.5 billion is designated to the Santa Ana subregion & \$138-146-million is designated to the San Diego subregion	\$128 million of the \$1 billion is designated to the Santa Ana Region, which includes all of Orange County	Advocates that the Santa Ana Region receive \$151.75 million of the \$1.1 billion.	
Water Conservation	\$250 million <i>(funding in Chapter 11)</i>		\$250 million within the IRWMP Allocation	\$250 million within the IRWMP Allocation	
Multibenefit Stormwater Management Projects		\$375-\$500 million	\$250 million within the IRWMP Allocation	\$250 million within the IRWMP Allocation	
Water Recycling & Advanced Treatment Technology Projects	\$1.0 billion <i>(funding in Chapter 11)</i>		\$500 million	\$500-450-million* *Recycled water funding should be placed in its own chapter and not combined within the IRWMP chapter.	\$1 billion* * Funding should be provided outside of the IRWMP process.
Local and regional drought relief projects					
Local and regional conveyance projects		\$325 million <i>(funding in Chapter 5)</i>	\$250 million within the IRWMP Allocation	\$250 million within the IRWMP Allocation	
Delta Sustainability	\$2.25 billion <i>(Chapter 7)</i>	\$1.0-\$1.2 billion <i>(Chapter 6)</i>	\$1 billion <i>(Chapter 8)</i>	\$2.25 billion	\$2.25 billion
Ecosystem Restoration	\$1.5 billion	\$800-600-million <i>(funding in Chapter 4)</i>	Funding is designated to for public benefits association with Delta sustainability projects, which include ecosystem & levee improvement projects		
Flood/Levee Improvements		\$400 million <i>(funding in Chapter 5)</i>			
Water Storage	\$3.0 billion <i>(Chapter 8)</i>	\$1.025-1 billion <i>(Chapter 8 & 6)</i>	\$1.5 billion <i>(Chapter 9)</i>	\$3.0 billion	\$3.0 billion
Continuous Appropriation Provisions	<i>includes continuous appropriation</i>	<i>NO continuous appropriation</i>	<i>NO continuous appropriation; however, \$300 million is appropriated for FY 15-16 thru FY 19-20.</i>	<i>include continuous appropriation</i>	<i>include continuous appropriation</i>
Eligible Storage Projects	Surface Storage Groundwater storage Groundwater aquifer remediation or contamination prevention	Surface Storage Groundwater storage Groundwater aquifer remediation or contamination prevention Projects that result in a permanent reduction of water exported from the Delta and a transfer of the equivalent water right to instream flow Recycled water storage Conjunctive use & reservoir reoperation	Surface Storage Groundwater storage Groundwater aquifer remediation or contamination prevention Construct & Expand Stormwater Retention Facilities	Surface storage Groundwater storage	Recycled water storage should be added as a permissible use of these funds
Flood Control & Stormwater Management		\$225-600 million <i>(Chapter 7 & 6)</i>			
Central Valley Flood Protection Plan		\$500-million			
Natural Resources Agency Flood Control Projects		\$75-million			
Control of Runoff from Agricultural Lands		\$25 million			
Total Investment (in billions)	\$11.14 billion	\$6.825-6-475 billion	\$6.5 billion	\$8.65-8.6 billion	

Summary of Other Assembly Water Bond Proposals
(Please note that changes from the last version have been placed in red text)

	AB 1445 (Logue) <i>(February 14, 2014, Version)</i>	AB 1674 (Bigelow) <i>(As introduced on February 12, 2014)</i>	AB 2043 (Bigelow/Conway) <i>(As introduced on February 20, 2014)</i>	AB 2686 (Perca) <i>(As introduced on February 21, 2014)</i>
Water Quality/Clean and Safe Water	\$1 billion Upon appropriation by the Legislature <i>(Chapter 3)</i>	S	\$995 million <i>(Chapter 4 & 9)</i>	\$1.0 billion <i>(Chapter 5)</i>
Water Quality in Disadvantaged Communities			\$295 million <i>(Chapter 4 & 9)</i>	Funding outlined below.
State Water Pollution Control Revolving Fund Small Community Grant Fund		P		\$ 400 million
Public Health Emergency Funding				\$100 million
Water Quality in Private Wells Serving Disadvantaged Communities		O		\$10 million of the \$100 million may be made available for grants to private well owners that have no other source of water and serve members of a disadvantaged community
Safe Drinking Water (Public Infrastructure Improvements)		T		\$400 million
Groundwater Quality			\$100 million <i>(Chapter 9)</i>	\$100 million
Watersheds				\$1.5 billion <i>(Chapter 6)</i>
Regional Watershed Funds				\$750 million*
				* Specific watersheds regions were inserted with blanks for allocations to be determined later.
State Obligations		B		\$500 million Includes funding the State's obligation for the Klamath Basin Restoration Agreement, Quantification Settlement Agreement, San Joaquin River Restoration Settlement, Section 3406(d) of Title 34 of Public Law 102-575, and other multiparty settlement agreement in effect as of January 1, 2014, including the Tahoe Regional Planning Compact.
		I		
		L		
Specific Conservancies Throughout California				
Natural Resource Agency Support of State Conservancies		L		\$250 million
Misc.				\$250 million

Summary of Other Assembly Water Bond Proposals, Page 2
 (Please note that changes from the last version have been placed in red text)

	AB 1445 (Logue) <i>(February 14, 2014, Version)</i>	AB 1674 (Bigelow) <i>(As introduced on February 12, 2014)</i>	AB 2043 (Bigelow/Conway) <i>(As introduced on February 20, 2014)</i>	AB 2686 (Perea) <i>(As introduced on February 21, 2014)</i>
Regional Water Security/Water Supply Reliability			\$2.44 billion <i>(funding in Chapter 6 & 10)</i>	\$1.5 billion <i>(Chapter 7)</i>
Integrated Water Management Plans		S	\$840 million <i>(Chapter 6)</i>	\$1 billion*
Orange County's IRWMP Allocation		P	\$102.4 million of the \$840 million is designated to the Santa Ana Region, which includes all of Orange County	\$128 million of the \$1 billion is designated to the Santa Ana Region, which includes all of Orange County
Water Conservation		P	\$250 million <i>(Chapter 10)</i>	\$250 million within the IRWMP Allocation
Multibenefit Stormwater Management Projects				\$250 million within the IRWMP Allocation
Water Recycling & Advanced Treatment Technology Projects		O	\$800 million <i>(funding in Chapter 10)</i> * Funding includes recycled water storage.	\$500 million
Local and regional drought relief projects		T	\$200 million <i>(Chapter 5)</i>	
Local and regional conveyance projects			\$350 million <i>(Chapter 6)</i>	\$250 million within the IRWMP Allocation
Delta Sustainability			\$1.5 billion <i>(Chapter 7)</i>	\$2.25 billion
Ecosystem Restoration Flood/Levee Improvements		B	\$1.5 billion	Funding is designated to for public benefits association with Delta sustainability projects, which include ecosystem & levee improvement projects.
Water Storage	\$5.8-\$4.8 billion <i>(Chapter 4)</i>		\$3.0 billion <i>(Chapter 8)</i>	\$3.0 billion <i>(Chapter 9)</i>
Continuous Appropriation Provisions	<i>include continuous appropriation</i>	I	<i>includes continuous appropriation</i>	<i>includes continuous appropriation</i>
Eligible Storage Projects	Surface Storage Groundwater storage Groundwater aquifer remediation or contamination	L L	Surface Storage Groundwater storage Groundwater aquifer remediation or contamination Conjunctive use and reservoir reoperation	Surface Storage Groundwater storage Groundwater aquifer remediation or contamination Conjunctive use and reservoir reoperation
Flood Control & Stormwater Management		L		
Central Valley Flood Protection Plan				
Natural Resources Agency Flood Control Projects				
Control of Runoff from Agricultural Lands				
Total Investment (in billions)	\$5.8 billion		\$7.935 billion	\$9.25 billion

Summary of Other Senate Water Bond Proposals
(Please note that changes from the last version have been placed in red text)

	SB 927 (Vidak/Canella) <i>(As introduced on January 29, 2014)</i>	SB 1080 (Fuller) <i>(As introduced on February 19, 2014)</i>	SB 1250 (Hueso) <i>(As introduced on February 20, 2014)</i>	SB 1370 (Galgiani) <i>(As introduced on February 21, 2014)</i>
Water Quality/Clean and Safe Water	\$1.327 billion	S	S	
Water Quality in Disadvantaged Communities	\$90 million			
State Water Pollution Control Revolving Fund Small Community Grant Fund	\$75 million			
Public Health Emergency Funding		P	P	
Water Quality in Private Wells Serving Disadvantaged Communities				
Safe Drinking Water (Public Infrastructure Improvements)	\$162 million	O	O	
Groundwater Quality	\$1.0 billion			
Watersheds	\$0	T	T	
Regional Watershed Funds	\$0			
State Obligations	\$0			
Specific Conservancies Throughout California				
Natural Resource Agency Support of State Conservancies				
Misc.				
Regional Water Security/Water Supply Reliability	\$2.64 billion	B	B	
Integrated Water Management Plans	\$1.39 billion			
Orange County's IRWMP Allocation	\$128 million of the \$1.39 billion is designated to the Santa Ana Region, which includes all of Orange County	I	I	
Water Conservation	\$250			
Multibenefit Stormwater Management Projects		L	L	
Water Recycling & Advanced Treatment Technology Projects	\$1.0 billion			
Local and regional drought relief projects				
Local and regional conveyance projects	\$350 million within the IRWM Allocation	L	L	

Summary of Other Senate Water Bond Proposals, Page 2
(Please note that changes from the last version have been placed in red text)

	SB 927 (Vidak/Canella) <i>(As introduced on January 29, 2014)</i>	SB 1080 (Fuller) <i>(As introduced on February 19, 2014)</i>	SB 1250 (Hueso) <i>(As introduced on February 20, 2014)</i>	SB 1370 (Galgiani) <i>(As introduced on February 21, 2014)</i>
Delta Sustainability	\$2.25 billion			
Ecosystem Restoration		S	S	
Flood/Levee Improvements		P	P	
		O	O	
		T	T	
Water Storage	\$3.0 billion			\$5.1 billion <i>(Chapter 4)</i>
Continuous Appropriation Provisions				<i>include continuous appropriation</i>
Eligible Storage Projects		B	B	Sites Reservoir Temperance Flat Reservoir Los Vaqueros Reservoir
		I	I	
		L	L	
Flood Control & Stormwater Management				
Central Valley Flood Protection Plan		L	L	
Natural Resources Agency Flood Control Projects				
Control of Runoff from Agricultural Lands				
Total Investment (in billions)	\$9.217 billion			\$5.1 billion

EXHIBIT "C"

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 1671

Introduced by Assembly Member Frazier

February 12, 2014

An act to add Section 11291 to the Water Code, relating to water.

LEGISLATIVE COUNSEL'S DIGEST

AB 1671, as introduced, Frazier. Sacramento-San Joaquin Delta: water conveyance system.

Under existing law, the United States Bureau of Reclamation operates the federal Central Valley Project and the Department of Water Resources operates the State Water Resources Development System, known as the State Water Project, to supply water to persons and entities in the state. Existing law provides for the design, construction, operation, and maintenance of water development facilities by the state, including the State Water Project. Under existing law, State Water Project facilities include, among others, the facilities that are specified or authorized by the Legislature as part of the state Central Valley Project.

This bill would prohibit the department from constructing water facilities as part of a specified water conveyance system unless specifically authorized by the Legislature.

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

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

1 SECTION 1. Section 11291 is added to the Water Code, to
2 read:

1 11291. (a) The department shall not construct water facilities
2 as part of a water conveyance system that would convey water
3 from north Delta intakes by tunnel to the State Water Resources
4 Development System or the federal Central Valley Project pumping
5 facilities in the south Delta, unless specifically authorized by the
6 Legislature.

7 (b) For the purposes of this section, "Delta" means the
8 Sacramento-San Joaquin Delta, as defined in Section 12220.

EXHIBIT "D"

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

House Resolution

No. 29

Introduced by Assembly Member Gomez

February 4, 2014

House Resolution No. 29—Relative to outsourcing public services.

1 WHEREAS, Public services and assets are the fabric that binds
2 our communities together. They are also a ladder to the middle
3 class; and

4 WHEREAS, Faced with severe budget problems in the wake
5 of the Great Recession, state and local governments across America
6 are handing over control of public services and assets to
7 corporations that promise to operate them better, faster, and
8 cheaper; and

9 WHEREAS, Outsourcing these services and assets often fails
10 to keep these promises, and too often it undermines transparency,
11 accountability, and shared prosperity and competition - the
12 underpinnings of democracy itself; and

13 WHEREAS, Outsourcing means that taxpayers have less say
14 over how future tax dollars are spent and have no ability to vote
15 out executives who make decisions that could harm the public
16 interest; and

17 WHEREAS, Outsourcing means taxpayers are often
18 contractually limited to a single for-profit corporation; and

19 WHEREAS, Outsourcing frequently means that wages and
20 benefits for public service workers fall and the local economy
21 suffers while corporate profits rise. The American Federation of
22 State, County and Municipal Employees (AFSCME) has found
23 that of the 5.4 million people working for federal service
24 contractors in 2008, an estimated 80 percent earned below the

1 living wage for their city or region. For-profit corporations are
2 three times more likely than the public sector to employ workers
3 at poverty-threshold wages; and two million private sector
4 employees working for federal contractors earn less than \$12 an
5 hour - too little to support a family. That is more low wage workers
6 than are employed by McDonald's and WalMart combined; and

7 WHEREAS, Outsourcing means that taxpayers often no longer
8 know how their tax dollars are being spent. Meetings and records
9 that used to be open to the public can become proprietary
10 information when corporations take over; and

11 WHEREAS, The Taxpayer Empowerment Agenda is one model
12 that may help ensure transparency, accountability, shared
13 prosperity, and competition in the operation of public services and
14 assets; and

15 WHEREAS, Planks in the Taxpayer Empowerment Agenda
16 would require governments to post information about their
17 contracts online and require contractors to open their books to the
18 public, ensure that governments have the capacity to adequately
19 oversee contracts, to cancel contracts that fail to deliver on their
20 promises, prohibit law breaking companies from getting
21 government contracts, require contractors to pay their employees
22 living wages and benefits, require competitive bidding on contracts
23 that guarantee company profits at the expense of taxpayers, and
24 give public service works the opportunity to develop their own
25 plan on how to deliver cost-effective, high-quality services; and

26 WHEREAS, Recent polling shows that taxpayers oppose the
27 outsourcing of public services and assets to for-profit companies
28 and support these common sense controls to ensure that their
29 interests are protected; now, therefore, be it

30 *Resolved by the Assembly of the State of California*, That the
31 Assembly opposes outsourcing of public services and assets, which
32 harms transparency, accountability, shared prosperity, and
33 competition, and supports processes that give public service works
34 the opportunity to develop their own plan on how to deliver
35 cost-effective, high-quality services; and be it further

36 *Resolved*, That the Assembly urges local officials to become
37 familiar with the provisions of the Taxpayer Empowerment
38 Agenda; and be it further

39 *Resolved*, That the Assembly intends to introduce and advocate
40 for responsible outsourcing legislation.

- 1 *Resolved*, That the Chief Clerk of the Assembly transmit copies
- 2 of this resolution to the author for appropriate distribution.

O

EXHIBIT "E"

CALIFORNIA LEGISLATURE—2013—14 REGULAR SESSION

ASSEMBLY BILL

No. 2712

Introduced by Assembly Member Daly
(Principal coauthor: Senator Correa)

February 21, 2014

An act to add Chapter 6.655 (commencing with Section 25268.1) to Division 20 of the Health and Safety Code, relating to hazardous materials.

LEGISLATIVE COUNSEL'S DIGEST

AB 2712, as introduced, Daly. Hazardous materials: Orange County Water District.

(1) Under existing law, the Site Designation Committee in the California Environmental Protection Agency is authorized to designate an administering agency for oversight of a remedial action to a hazardous substance release. Existing law requires the administering agency to supervise the site investigation and remedial action conducted by the responsible party and, upon determining that the site investigation and remedial action has been satisfactorily completed, to issue a certificate of completion to the responsible party.

This bill would impose requirements on the Orange County Water District when conducting a remediation project at a hazardous waste release site located in the district and would prohibit the district from implementing a remediation project unless the plan for the proposed remediation project is approved pursuant to the specified procedures. The bill would require the district to develop a plan for a proposed remediation project and to submit the plan, for review and approval, to the Department of Toxic Substances Control, a California regional water quality control board, or a certified unified program agency, as specified.

If the regulatory agency does not approve the plan, the bill would allow the district to submit the plan to the site designation committee for review. The site designation committee would be required to disapprove the plan, approve the plan, or conditionally approve the plan.

If the regulatory agency disapproves the plan and the plan is not submitted for review, or if the site designation committee disapproves the plan, the bill would prohibit the district from seeking cost recovery from a responsible party for the hazardous materials release site pursuant to specified state and local laws. The bill would also prohibit the district from seeking that cost recovery with regard to the parts of a conditionally approved plan that were revised or deleted by the site designation committee.

The bill would impose a state-mandated local program by requiring the district and a certified unified program agency to take specified actions.

(2) The bill would declare that a special law is necessary and that a general law cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

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

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

1 SECTION 1. Chapter 6.655 (commencing with Section
2 25268.1) is added to Division 20 of the Health and Safety Code,
3 to read:

1 regulatory agency pursuant to this section or by the site designation
2 committee pursuant to Section 25268.3.

3 (b) If the board of the district elects to implement a remediation
4 project, the board shall approve the remediation project and notify
5 the appropriate regulatory agency that will be overseeing the
6 district's implementation of the remediation project.

7 (c) The district shall develop a plan for the proposed remediation
8 project and shall submit the plan for the proposed remediation
9 project to the appropriate regulatory agency, for review and
10 approval by the appropriate regulatory agency.

11 (d) (1) If the regulatory agency does not approve the plan, the
12 regulatory agency and the district shall promptly meet and confer
13 to resolve the regulatory agency's objections.

14 (2) If, after conducting the meeting specified in paragraph (1),
15 the regulatory agency does not approve the plan, the district may
16 submit the plan for the proposed remediation project to the site
17 designation committee for review pursuant to Section 25268.3.

18 (3) If the district does not submit the disapproved plan to the
19 site designation committee, the district shall not seek cost recovery
20 from a responsible party for the hazardous materials release site
21 pursuant to the provisions specified in paragraphs (1) to (3),
22 inclusive of subdivision (a) of Section 25268.4.

23 25268.3. (a) The site designation committee shall review a
24 plan submitted to it for a proposed remediation project pursuant
25 to the procedures specified in this section.

26 (b) The district and the regulatory agency may present any
27 relevant information to the site designation committee and shall
28 be given a reasonable opportunity to be heard.

29 (c) After reviewing the plan, the site designation committee
30 shall take one of the following actions, impartially and by a
31 majority vote:

32 (1) Disapprove the plan.

33 (2) Approve the plan.

34 (3) Conditionally approve the plan. The proposed conditions
35 may require the district to revise the plan to delete any part of the
36 plan to which the regulatory agency objected.

37 25268.4. (a) If the site designation committee disapproves the
38 plan pursuant to paragraph (1) of subdivision (c) of Section
39 25268.3, the district shall not seek cost recovery from a responsible

1 party for the hazardous materials release site pursuant to any of
2 the following:

3 (1) Division 7 (commencing with Section 13000) of the Water
4 Code.

5 (2) Chapter 6.5 (commencing with Section 25100), Chapter 6.7
6 (commencing with Section 25280), Chapter 6.75 (commencing
7 with Section 25299.10), or Chapter 6.8 (commencing with Section
8 25300).

9 (3) Any other state or local law imposing liability for cleanup
10 of releases of hazardous materials.

11 (b) If the site designation committee deletes any part of the plan
12 as a condition for approval, pursuant to paragraph (3) of
13 subdivision (c) of Section 25268.3, and the district proceeds with
14 the project as conditionally approved, the district shall not seek
15 cost recovery from a responsible party for the hazardous materials
16 release site pursuant to the provisions specified in paragraphs (1)
17 to (3), inclusive, of subdivision (a), with regard to the parts of the
18 plan that were revised or deleted by the site designation committee.

19 SEC. 2. The Legislature finds and declares that a special law
20 is necessary and that a general law cannot be made applicable
21 within the meaning of Section 16 of Article IV of the California
22 Constitution because the Department of Toxic Substances Control,
23 the California regional water quality control board, and the certified
24 unified program agency for the County of Orange have provided
25 and continue to provide oversight for groundwater cleanups at
26 many sites in north and central Orange County, and the Orange
27 County Water District has undertaken investigations and planning
28 for several potential groundwater cleanup projects covering large
29 parts of those same areas, creating the potential for conflicting and
30 inconsistent regulation of businesses and landowners in those parts
31 of Orange County that may be responsible for conducting
32 groundwater investigations and cleanups at their sites.

33 SEC. 3. No reimbursement is required by this act pursuant to
34 Section 6 of Article XIII B of the California Constitution for certain
35 costs that may be incurred by a local agency or school district
36 because, in that regard, a local agency or school district has the
37 authority to levy service charges, fees, or assessments sufficient
38 to pay for the program or level of service mandated by this act,
39 within the meaning of Section 17556 of the Government Code.

1 However, if the Commission on State Mandates determines that
2 this act contains other costs mandated by the state, reimbursement
3 to local agencies and school districts for those costs shall be made
4 pursuant to Part 7 (commencing with Section 17500) of Division
5 4 of Title 2 of the Government Code.

EXHIBIT "F"

SENATE BILL

No. 1362

Introduced by Senator Correa

February 21, 2014

An act to amend Section 21041 of the Public Contract Code, relating to public contracts.

LEGISLATIVE COUNSEL'S DIGEST

SB 1362, as introduced, Correa. Public contracts: Orange County Water District.

Existing law governs the contracts of the Orange County Water District as provided in a specified statute and further provides that the district is not bound by any contract unless the same is made in writing approved by a resolution of the board of directors and properly executed by its officers who have been authorized to do so.

This bill would make technical, nonsubstantive changes in that provision.

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

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

- 1 SECTION 1. Section 21041 of the Public Contract Code is
- 2 amended to read:
- 3 21041. The district shall not be bound by any contract except
- 4 as hereinafter provided unless the same shall be made in writing
- 5 approved by resolution of the board of directors and properly
- 6 executed by its officers who have been so authorized to do so by


- 1 the district. The approval of the form of all contracts shall be
- 2 endorsed thereon by an attorney for the district.

O

March 10, 2014

Prepared by: Leslie Bonkowski 

Submitted by: Christine Compton

Approved by: Paul Cook 

CONSENT CALENDAR

NOMINATION OF JOHN WITHERS FOR LAFCO REGULAR SPECIAL DISTRICT MEMBER SEAT

SUMMARY:

The District has received notification from the Local Agency Formation Commission (LAFCO) that the terms of office for OC LAFCO's Regular Special District Member (currently held by John Withers, IRWD) and Alternate Special District Member (currently held by James Fisler, Mesa Water District) will expire on June 30, 2014. The deadline for submitting nominations for the regular and alternate Special District members is April 18, 2014. Staff recommends that the Board nominate Director Withers as the Regular Special District Member for the upcoming seat on the Local Agency Formation Commission and submit the nomination form to LAFCO by the April 18, 2014 deadline.

BACKGROUND:

The four-year term for LAFCO's Special District Seats will expire June 30, 2014. Director John Withers is the current Special District Member and Mr. James Fisler of Mesa Water District is the current Alternate Special District Member. Staff has received notification from LAFCO (provided as Exhibit "A") that nominations for these two seats are due by April 18, 2014. Staff recommends that Director Withers be nominated for the Regular Special District Member seat and that the nomination form (provided as Exhibit "B") be submitted to LAFCO.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Policy and Communications Committee on March 6, 2014.

Consent Calendar – Nomination of John Withers for LAFCO Regular Special District Member
Seat

March 10, 2014

Page 2

RECOMMENDATION:

THAT THE BOARD NOMINATE IRVINE RANCH WATER DISTRICT 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.

LIST OF EXHIBITS:

Exhibit “A” – March 3, 2014 LAFCO Nominations for Special District Seats

Exhibit “B” – 2014 Nomination Form

EXHIBIT "A"

LOCAL AGENCY FORMATION COMMISSION

ORANGE COUNTY



March 3, 2014

CHAIR
JOE CARCHIO
Councilmember
City of Huntington Beach

Steve LaMar
Presiding Officer
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618-3102

VICE CHAIR
PAT BATES
Supervisor
5th District

CHERYL BROTHERS
Councilmember
City of Fountain Valley

RE: Nomination Period for Orange County LAFCO Special District Seats Election

JOHN MOORLACH
Supervisor
2nd District

Dear Mr. LaMar,

CHARLEY WILSON
Director
Santa Margarita
Water District

The terms of office for OC LAFCO's Regular Special District Member (currently held by John Withers, IRWD) and Alternate Special District Member (currently held by James Fisler, Mesa WD) expire on June 30, 2014. The election process for special district seats are governed by Government Code Section 56332 and the Special Districts Selection Committee By-Laws. A timeline of key election events and responsibilities is outline in the Table below:

SUSAN WILSON
Representative of
General Public

JOHN WITHERS
Director
Irvine Ranch Water District

ALTERNATE
JAMES FISLER
Director
Mesa Water District

ALTERNATE
DEREK J. MCGREGOR
Representative of
General Public

ALTERNATE
TODD SPITZER
Supervisor
3rd District

ALTERNATE
VACANT
Councilmember

CAROLYN EMERY
Executive Officer

DATE	EVENT
March 3, 2014	LAFCO Executive Officer sends nomination forms by email to independent special district presiding officers, special district general managers, and LAFCO chair.
April 18, 2014 (3 PM)	Deadline for submitting nominations for regular and alternate special district members to LAFCO.*
April 21 – 25, 2014	LAFCO develops ballot form.
April 25, 2014	Ballots and "Declaration of Qualification to Vote Forms" emailed to all special district presiding officers.
June 13, 2014 (3 PM)	Ballots and declarations due to LAFCO.
June 16, 2014	LAFCO staff (or designee) tabulates ballots and announces results.
July 9, 2014	Oath of office administered (Commission Hearing).
* Pursuant to Government Code §56332 (c)(1), if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected, with no further proceedings.	

***Nomination Period for OC LAFCO Special District Seat Election
March 3, 2013***

In accordance with Government Code Section 56332 and the Special District Selection Committee By-Laws, the nomination period for the upcoming expired terms is **March 3rd through April 18, 2014**. If your district chooses to nominate a candidate for one or both seats, the presiding officer must complete the enclosed nomination form(s) and return to the LAFCO Executive Officer by **3:00 p.m. on Friday, April 18, 2014**. Nomination forms may be returned by email to cemery@oclafo.org or mailed to the LAFCO offices at 12 Civic Center Plaza, Room 235, Santa Ana, CA 92701. Should you have any questions regarding the election process, please contact me or our Commission Clerk, Cheryl-Carter Benjamin at (714) 834-2556.

Sincerely,



Carolyn Emery
Executive Officer

Attachments:

- I. 2014 Nomination Form – Regular Special District Member
- J. 2014 Nomination Form – Alternate Special District Member

cc: Chair, OC LAFCO
Special District General Managers

EXHIBIT "B"

2014 NOMINATION FORM

Candidate for the Local Agency Formation Commission (LAFCO)

CANDIDATE INFORMATION FOR **REGULAR** SPECIAL DISTRICT MEMBER:

NAME: _____

TITLE: _____

DISTRICT: _____

Check box if resume or statement of qualifications is attached.

SPECIAL DISTRICT SELECTION COMMITTEE MEMBER SUBMITTING NOMINATION

(Must be the presiding officer or a designated alternate board member.)

NAME: _____ DATE: _____

SIGNATURE: _____

TITLE: _____

DISTRICT: _____

A resume or other supplemental information about the candidate may be included and will be distributed with the election ballots. All completed nomination forms and any supplemental information must be returned to Orange County LAFCO by:

1. Email at: cemery@oclafco.org or
2. Mail at: Orange County LAFCO
12 Civic Center Plaza, Room 235
Santa Ana, CA 92701; or
3. Fax at: (714) 834-2643, Attn: Carolyn Emery

All forms and supplemental information must be received by LAFCO prior to 3:00 p.m. on Friday, April 18, 2014. Nomination forms or candidate information received after that deadline will not be considered.

March 10, 2014

Prepared by: A. McNulty/F. Sanchez 

Submitted by: P. Weghorst

Approved by: Paul Cook 

CONSENT CALENDAR

DROUGHT RESPONSE TEMPORARY INCREASE TO TURF REMOVAL INCENTIVE PROGRAM

SUMMARY:

In response to the current statewide drought conditions, the IRWD Board passed a resolution on February 10, 2014 encouraging customers to voluntarily reduce water use by 20%. To support this initiative and to enhance the District's CALscape program, staff is proposing a temporary increase of \$0.50 per square foot (sq. ft.) to the turf removal incentive program administered by the Municipal Water District of Orange County (MWDOC). The increase will provide a total of \$1 per sq. ft. incentive to be funded from the IRWD FY 2013-14 Operating Budget with an additional \$1 provided by Metropolitan Water District (MWD). In accordance with IRWD's agreement with MWDOC, IRWD may increase its supplemental funding by providing notice in the form of a letter from the General Manager. Staff recommends the Board authorize the General Manager to provide written notice to MWDOC 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.

BACKGROUND:

Irvine Ranch Water District currently participates in the Turf Removal Incentive Program funded by MWD and administered by MWDOC. MWD provides \$1 per sq. ft. to which IRWD adds supplemental funding of \$0.50 per sq. ft., making IRWD customers (using potable water for irrigation purposes) eligible for a total of \$1.50 per sq. ft. for turf removal. Currently, IRWD does not provide recycled water customers with the supplemental \$0.50 per square foot. In response to the statewide drought declaration and IRWD's resolution calling for customers to reduce water use by 20%, staff recommends increasing the turf removal incentive funding by \$0.50. IRWD's contribution would increase to \$1.00 enabling customers to receive a total of \$2.00 per sq. ft. for turf replaced with California-appropriate landscaping. The District's Water Efficiency Plan prioritizes programs which accelerate outdoor water savings and lead to long-term landscape transformation.

IRWD has participated in the Turf Removal Incentive Program since 2010. During this time over 160,000 sq. ft. of turf has been replaced with California-appropriate landscaping, saving the district over 41.5 acre-feet (AF) of water to date. The turf removal program differs from traditional rebate and retrofit programs because of the commitment and costs required of the participants. Traditional device retrofits simply replace one device with another more efficient model, such as replacing an old sprinkler nozzle with a new one. Changing a landscape requires a completely new landscape design, removal of the turf, plant selection, and irrigation system changes which is time-consuming and requires knowledge of the appropriate plants to select and the equipment to use to achieve success. To address the educational and design obstacles customers can face when attempting landscape renovations, staff recommends providing

additional assistance and outreach to customers. Increasing the total incentive amount to \$2.00 will lower the participant's cost burden, expand the program to additional participants, lead to long-term water savings, and accelerate landscape transformation.

There has been a significant increase in the number of calls and requests for assistance from customers in response to recent drought messaging, IRWD's call for voluntary conservation and IRWD's Water Smart Report program. Staff has initiated a recruitment effort for an intern so that staff can continue to provide a high level of service and be responsive to customer needs.

FISCAL IMPACTS:

The additional funding for the turf removal incentive program is expected to not exceed \$80,000 and can be authorized through a letter from the General Manager to MWDOC. As a result of several District programs being deferred due to the implementation of Oracle Customer Care and Billing (CC&B), funding is available in the approved FY 2013-14 Operating Budget for the increased turf removal incentive and for the intern position.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:


This item was reviewed by the Water Resources Policy and Communications Committee on March 6, 2014.

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.

LIST OF EXHIBITS:

None.

March 10, 2014
Prepared by: R. Thatcher/M. Hoolihan
Submitted by: K. Burton
Approved by: Paul Cook 

CONSENT CALENDAR

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

SUMMARY:

Staff recommends that the Board adopt a resolution approving the execution of a quitclaim deed to the Irvine Community Development Company LLC (ICDC) quitclaiming a portion of the existing easement for water, sewer, recycled water and access purposes dedicated to IRWD per the map of Tract No. 15918, filed in Book 582, Pages 14 through 21 of Miscellaneous Maps, Records of Orange County and located in Crystal Cove on the Newport Coast.

BACKGROUND:

ICDC is in the process of selling one of its custom lots within the Crystal Cove development on the Newport Coast. It is Parcel 1 of Lot Line Adjustment No. LL 2006-028 which is comprised of Lot 5 and a portion of Lot F of Tract No. 15918. When the tract map recorded, an easement for water, sewer, recycled water and access purposes was dedicated to IRWD over said Lot F. The portion of said easement lying within Parcel 1 is no longer needed and ICDC has requested that IRWD quitclaim that portion of the easement to clear title. Staff has reviewed the request and concurs that the easement is no longer needed and recommends that the Board approve the quitclaim request. The resolution authorizing the quitclaim is attached as Exhibit "A", the Easement Quitclaim Deed is attached as Exhibit "B", and a map showing the location of the quitclaim area is attached as Exhibit "C".

FISCAL IMPACT:

None.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

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

Consent Calendar: Quitclaim Of Real Property Irvine Community Development Company LLC
Water, Sewer, Recycled Water, and Access Easement Per Tract No. 15918, M.M. 582/14-21
Lying Within Crystal Cove on the Newport Coast
March 10, 2014
Page 2

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2014 - _____

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

LIST OF EXHIBITS:

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

EXHIBIT "A"

RESOLUTION NO. 2014 -

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

WHEREAS, Irvine Community Development Company LLC ("ICDC") has requested that the Irvine Ranch Water District ("IRWD") Board approve the quitclaim of a portion of the existing easement for water, sewer, recycled water and access purposes dedicated to IRWD per the map of Tract No. 15918, filed in Book 582, Pages 14 through 21 of Miscellaneous Maps, Records of Orange County, California; and

WHEREAS, the purpose of the quitclaim is because a portion of said easement is no longer required and to clear title; and

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

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

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

ADOPTED, SIGNED and APPROVED this 10th day of March 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
IRWD Legal Counsel

By _____

EXHIBIT "B"

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

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

ASSESSOR PARCEL NO(S):

489-111-26

(Space Above This Line For Recorder's Use)

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

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

Signature or Declarant or Agent determining tax – Firm Name

EASEMENT QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to CRYSTAL COVE COMMUNITY ASSOCIATION, a California non-profit mutual benefit corporation, or the current owner of record,

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

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

Dated: _____, 2014

IRVINE RANCH WATER DISTRICT,
a California Water District

By: _____
Name: Steven E. LaMar
Title: President

By: _____
Name: Leslie Bonkowski
Title: District Secretary

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2014, before me, _____, a Notary Public in and for said State, personally appeared Steven E. LaMar and Leslie Bonkowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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


WITNESS my hand and official seal.

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

EXHIBIT "A"
LEGAL DESCRIPTION

In the City of Newport Beach, County of Orange, State of California, being that portion of an easement in favor of the Irvine Ranch Water District for water, sewer, reclaimed water and access purposes as shown on Tract No. 15918, filed in Book 582, Pages 14 through 21, inclusive, of Miscellaneous Maps in the office of the County Recorder of said county, lying within Parcel 1 of Lot Line Adjustment No. LL 2006-028, as described in that document recorded October 26, 2006 as Instrument No. 2006000723831 of Official Records in the office of said County Recorder.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

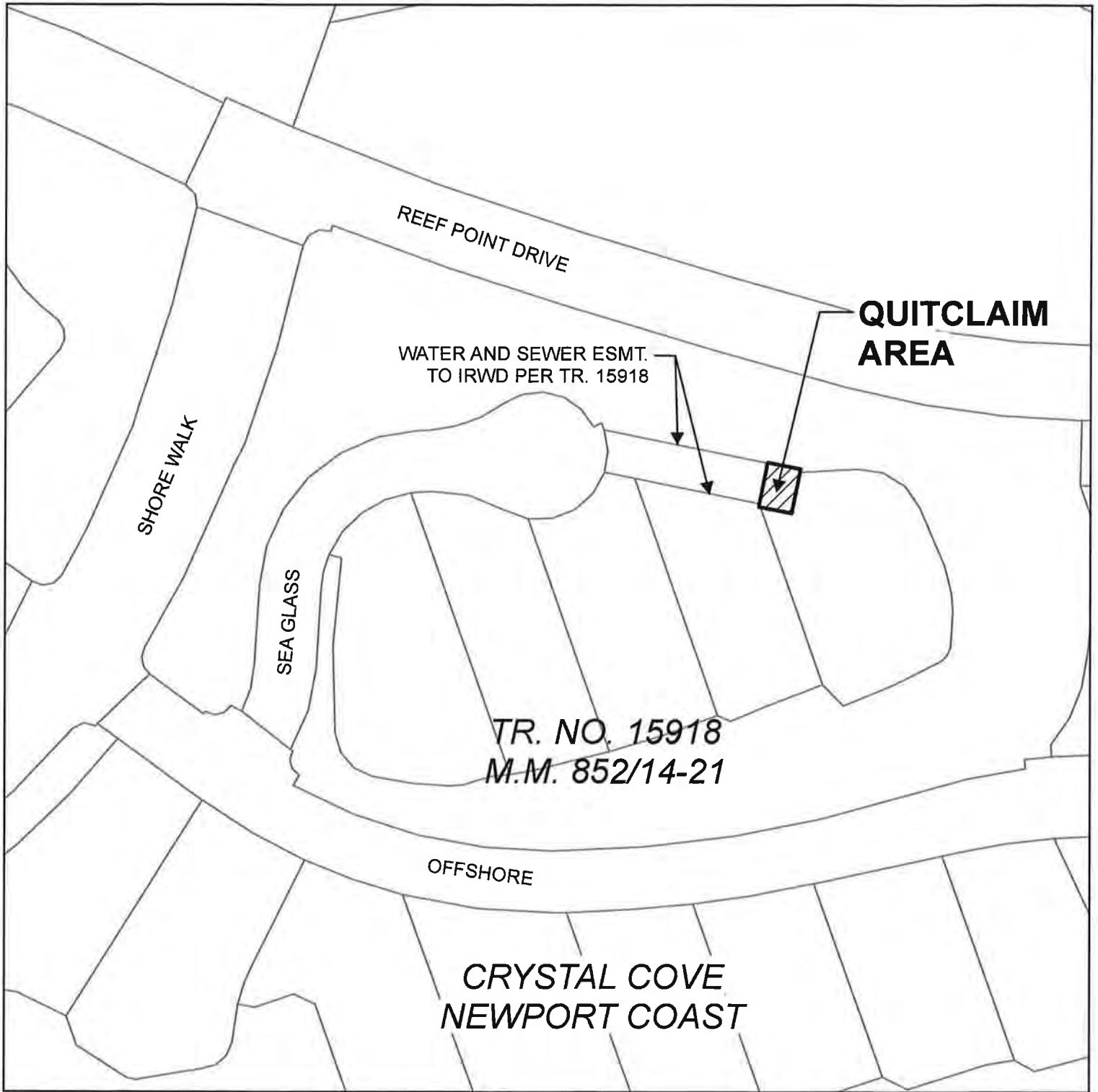


Lisa K. Gaston, L.S. 8299
Date: 12/27/2013




December 27, 2013
WO No. 0949-559X
Page 1 of 1
H&A Legal No. 8197
By: L. Gaston
Checked By: R. Wheeler

EXHIBIT "C" LOCATION MAP



**QUITCLAIM OF PORTION OF WATER AND SEWER EASEMENT
TO IRVINE COMMUNITY DEVELOPMENT COMPANY LLC**



March 10, 2014
Prepared by: R. Thatcher/M. Hoolihan
Submitted by: K. Burton
Approved by: Paul Cook 

CONSENT CALENDAR

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

SUMMARY:

Staff recommends that the Board adopt a resolution approving the execution of a quitclaim deed to the County of Orange (County) quitclaiming a portion of the existing easement for water pipeline purposes granted per deed recorded July 31, 2008 as Inst. No. 2008000366040 of Official Records of Orange County within the Irvine Ranch Historical Park in Irvine.

BACKGROUND:

The County is installing new water and sewer pipelines serving the Irvine Ranch Historical Park. New easements have been granted to IRWD for the new facilities. A portion of an existing water pipeline easement granted to IRWD previously per easement deed recorded July 31, 2008 as Instrument No. 2008000366040 of Official Records of Orange County is no longer needed and the County has requested that IRWD quitclaim the portion. Staff has reviewed the request and concurs that the easement is no longer needed and recommends that the Board approve the quitclaim request. The resolution authorizing the quitclaim is attached as Exhibit "A", the Easement Quitclaim Deed is attached as Exhibit "B", and a map showing the location of the quitclaim areas is attached as Exhibit "C".

FISCAL IMPACT:

None.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

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

Consent Calendar: Quitclaim Of Real Property County of Orange Water Pipeline and Access
Easement Per Instrument No. 2008000366040, O.R. Lying Within Irvine Ranch Historical Park
March 10, 2014
Page 2

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2014 - _____

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

LIST OF EXHIBITS:

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

EXHIBIT "A"

RESOLUTION NO. 2014 -

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

WHEREAS, County of Orange ("County") has requested that the Irvine Ranch Water District ("IRWD") Board approve the quitclaim of a portion of the existing easement for water pipeline purposes per deed recorded July 31, 2008 as Instrument No. 2008000366040 of Official Records, Records of Orange County, California; and

WHEREAS, the purpose of the quitclaim is because a portion of said easement is no longer required for the development of Irvine Ranch Historical Park; and

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

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

NOW, THEREFORE, BE IT RESOLVED, the Quitclaim Deed attached hereto as Exhibit "B" to COUNTY OF ORANGE, a political subdivision of the State of California, herein described and hereby is approved and execution by the District's officers is authorized.

ADOPTED, SIGNED and APPROVED this 10th day of March 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
IRWD Legal Counsel

By _____

EXHIBIT "B"

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

County of Orange
OC Parks – Real Estate
13042 Old Myford Road
Irvine CA, 92602-2304

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

This document is recorded at the request of and for the benefit of the County of Orange and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

IRWD Doc. No. E 2038
IRWD Res. No. _____

Location: Incorporated City of Irvine
Project Name: Irvine Ranch Historic Park
Parcel/Facility No.: PR39A- 107.1
Assessor's Parcel No.: 104-355-08 (Portion)

EASEMENT QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which is hereby acknowledged,

IRVINE RANCH WATER DISTRICT,
a California Water District organized under and
existing pursuant to Section 34000 *et seq.* of the California Water Code,

does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to

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

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

The rights hereby quitclaimed are to clear title for the benefit of Irvine Ranch Water District.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2014, before me, _____,
a Notary Public in and for said State, personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2014, before me, _____,
a Notary Public in and for said State, personally appeared Leslie Bonkowski, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

Notary Public in and for said State

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Easement Quitclaim Deed to COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of Orange County, California, and the COUNTY OF ORANGE consents to recordation thereof by its duly authorized officer.

GRANTOR

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

Date: 1-29-14

By: 

Stacy Blackwood, Director, OC Parks
Pursuant to Orange County Board of
Supervisors Minute order dated
June 18, 2013

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By: 
Deputy

Date: 1/23/14

ACKNOWLEDGMENT

State of California
County of Orange

On January 29, 2014 before me, Guadalupe Y. Velasquez, Notary Public
(insert name and title of the officer)

personally appeared Stacy Blackwood
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Guadalupe Y. Velasquez (Seal)
Notary Public

**RBF Consulting
14725 Alton Parkway
Irvine, California 92618**

**February 7, 2012
JN 10-107172
Page 1 of 1**

EXHIBIT "A"

LEGAL DESCRIPTION

**QUITCLAIM
PORTION I.R.W.D. WATERLINE EASEMENT
IRVINE RANCH HISTORIC PARK**

That certain parcel of land situated in the City of Irvine, County of Orange, State of California, being all of Parcel PR39A-107 as described in that certain Easement Deed to Irvine Ranch Water District recorded July 31, 2008 as Instrument No. 2008000366040 of Official Records in the Office of the County Recorder of said Orange County.


TOGETHER WITH that portion of Parcel PR39A-106 in said Easement Deed, described as follows:

COMMENCING at the northwesterly terminus of that certain course described as "South 49°19'11" East 29.75 feet" in the southwesterly line of said Parcel PR39A-106; thence along said southwesterly line South 49°19'11" East 21.91 feet to the **TRUE POINT OF BEGINNING**; thence North 40°40'49" East 22.00 feet to the northeasterly line of said Parcel PR39A-106; thence along said northeasterly line South 49°19'11" East 7.82 feet to the southeasterly line of said Parcel PR39A-106; thence along said southeasterly line South 40°37'49" West 22.00 feet to the said southwesterly line; thence along said southwesterly line North 49°19'11" West 7.84 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 1400 Square Feet, more or less.

SUBJECT TO all Covenants, Conditions, Reservations, Restrictions, Rights-of-Way and Easements of Record, if any.

EXHIBIT "B" attached and by this reference made a part hereof.

 2/14/2012
Kurt R. Troxell, L.S. 7854 Date



LEGEND

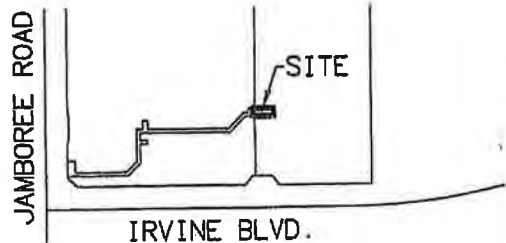
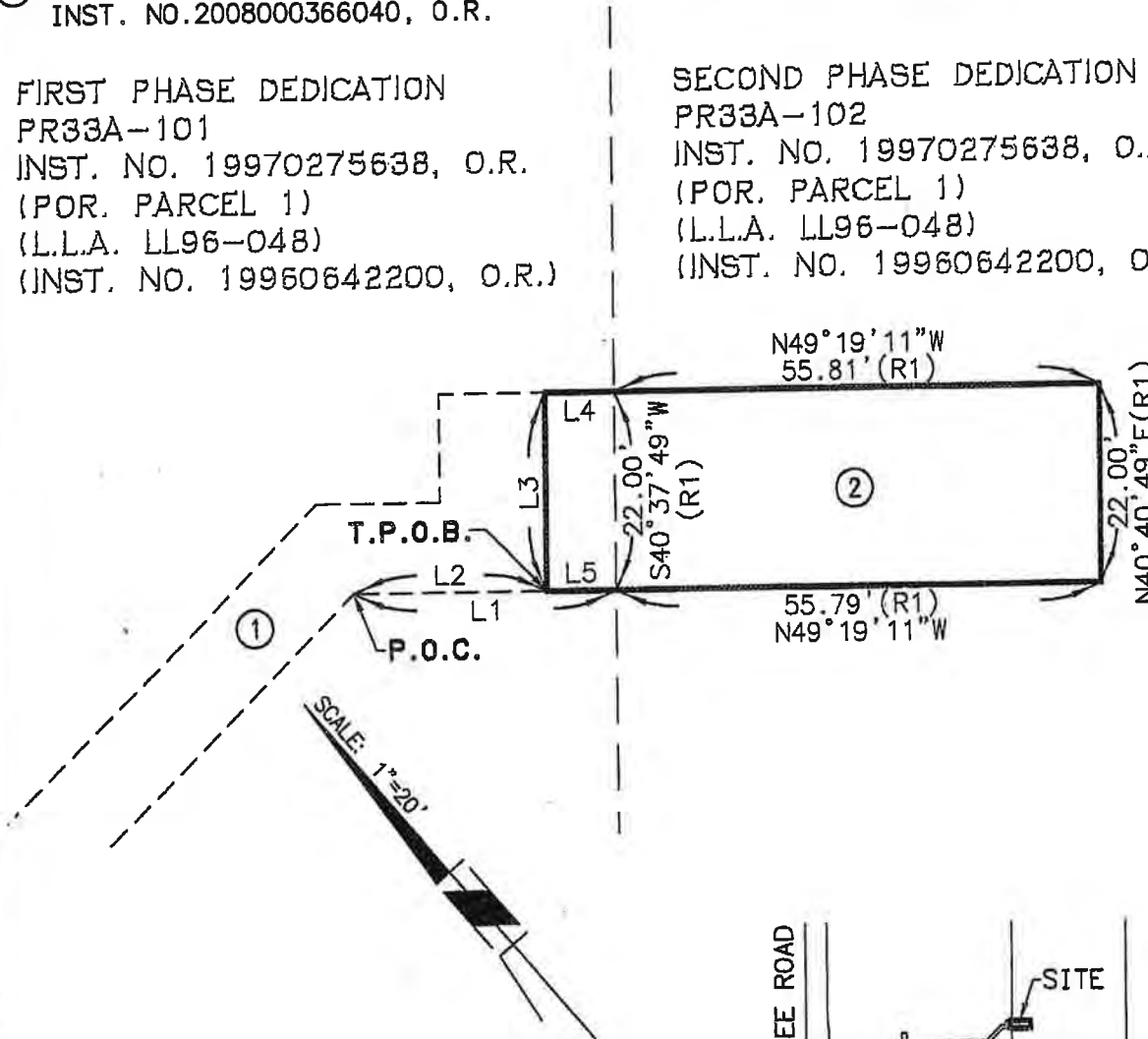
- Ⓞ - CENTERLINE
- (R1) - INST. NO.2008000366040
- (R) - RADIAL
- P.O.C - POINT OF COMMENCEMENT
- T.P.O.B. - TRUE POINT OF BEGINNING

- ① PARCEL PR39A-106,
INST. NO.2008000366040, O.R.
- ② PARCEL PR39A-107,
INST. NO.2008000366040, O.R.

FIRST PHASE DEDICATION
PR33A-101
INST. NO. 19970275638, O.R.
(POR. PARCEL 1)
(L.L.A. LL96-048)
(INST. NO. 19960642200, O.R.)

SECOND PHASE DEDICATION
PR33A-102
INST. NO. 19970275638, O.R.
(POR. PARCEL 1)
(L.L.A. LL96-048)
(INST. NO. 19960642200, O.R.)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S49° 19' 11" E	29.75' (R1)
L2	S49° 19' 11" E	21.91'
L3	N40° 40' 49" E	22.00'
L4	S49° 19' 11" E	7.82'
L5	N49° 19' 11" W	7.84'



VICINITY MAP
NOT TO SCALE

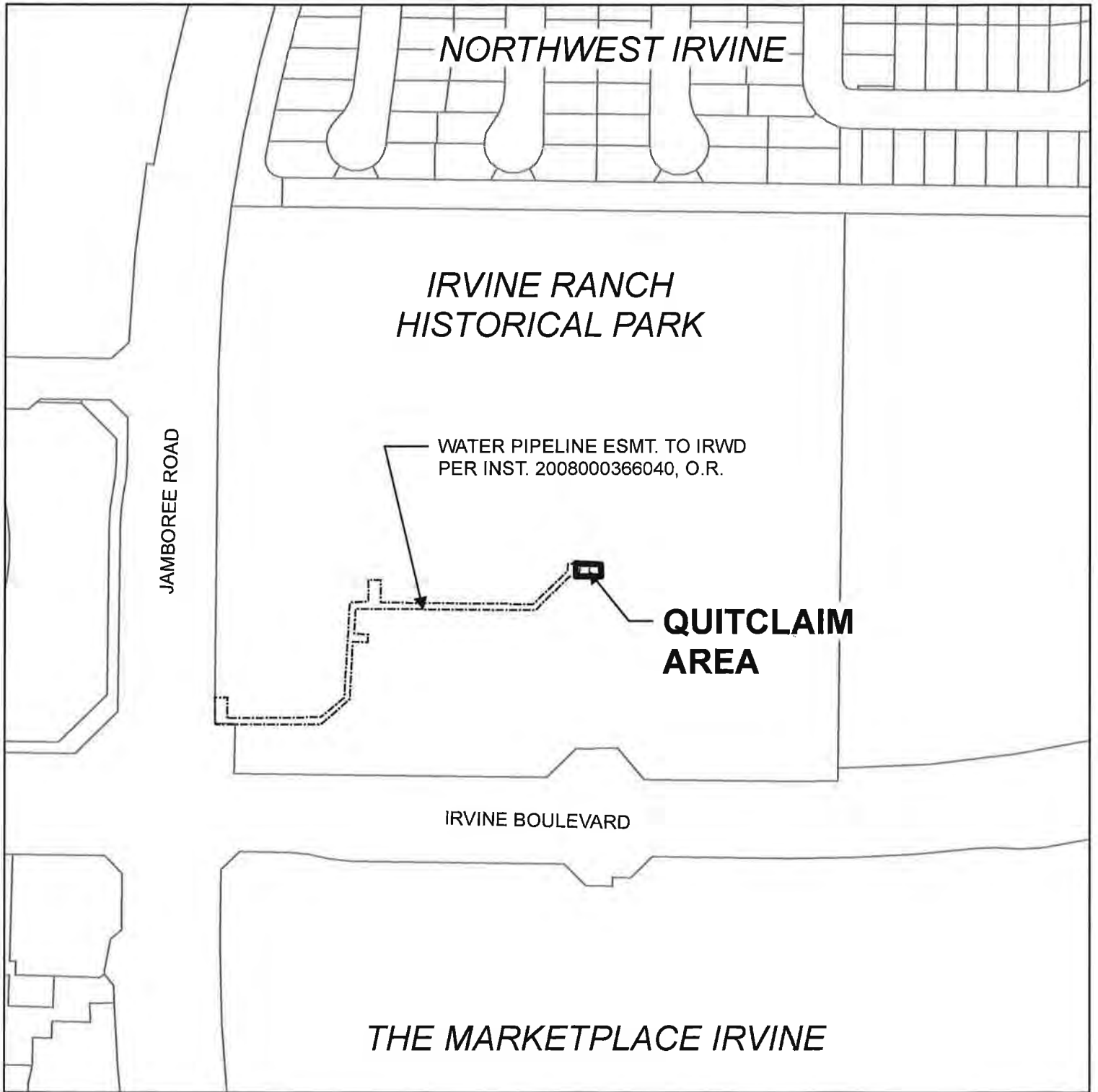
SHEET 1 OF 1 SHEET



RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.3505 • FAX 949.472.8578 • www.RBF.com
FEBRUARY 7, 2012 J.N. 10-107172

EXHIBIT "B"
SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
QUITCLAIM
PORTION OF I.R.W.D. WATERLINE EASEMENT
IRVINE RANCH HISTORIC PARK
CONTAINING: 1400 SQ.FT.±

EXHIBIT "C"
LOCATION MAP



**QUITCLAIM OF PORTION OF WATER PIPELINE EASEMENT
TO COUNTY OF ORANGE**



March 10, 2014

Prepared by: R. Thatcher/M. Hoolihan

Submitted by: K. Burton

Approved by: Paul Cook 

CONSENT CALENDAR

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

SUMMARY:

Staff recommends that the Board adopt a resolution approving the execution of a quitclaim deed to the Irvine Community Development Company LLC (ICDC) and The Irvine Land Company LLC (TILC) quitclaiming a portion of the existing easement for water transmission purposes granted to IRWD, Tri-Cities Municipal Water District, Moulton Niguel Water District and Orange County Water Works District No. 4 per deed recorded October 1, 1963 in Book 6740, Page 350 of Official Records, Records of Orange County and located in Irvine Planning Area 18.

BACKGROUND:

Approximately 4,000 feet of the Joint Transmission Main (JTM) used for the Joint Regional Water Supply System (JRWSS) was replaced and relocated as part of a repair of sections of the pipeline located within Irvine Planning Area 18. IRWD is a member agency of JRWSS. As part of the relocation, ICDC and TILC have requested that the easement within the abandoned section of pipeline be quitclaimed by all of the original easement grantees. IRWD was one of the grantees of the original 25-foot wide easement granted by the Irvine Company per deed recorded October 1, 1963 in Book 6740, Page 350 of Official Records, Records of Orange County. IRWD staff has reviewed the request and concurs that the easement is no longer needed and recommends that the Board approve IRWD's portion of the quitclaim request. The resolution authorizing the quitclaim is attached as Exhibit "A", the Easement Quitclaim Deed is attached as Exhibit "B", and a map showing the location of the quitclaim area is attached as Exhibit "C".

FISCAL IMPACT:

None.

ENVIRONMENTAL COMPLIANCE:

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

Consent Calendar: 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
March 10, 2014
Page 2

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2014 - _____

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

LIST OF EXHIBITS:

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

EXHIBIT "A"

RESOLUTION NO. 2014 -

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

WHEREAS, Irvine Community Development Company LLC and The Irvine Land Company LLC have requested that the Irvine Ranch Water District (IRWD) Board approve the quitclaim of a portion of the existing water transmission pipeline easement per deed recorded October 1, 1963 in Book 6740, Page 350 of Official Records, Records of Orange County, California; and

WHEREAS, the purpose of the quitclaim is because a portion of said easement is no longer required due to replacement and relocation of approximately 4,000 linear feet of the Joint Transmission Main (JTM); and

WHEREAS, IRWD is a member agency which operates the JTM as part of the Joint Regional Water Supply System and was an original party to the 1963 easement; and

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

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

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

ADOPTED, SIGNED and APPROVED this 10th day of March 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
IRWD Legal Counsel

By _____

EXHIBIT "B"

**RECORDED AT THE REQUEST OF,
AND WHEN RECORDED MAIL TO:**

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

WITH A CONFORMED COPY TO:

South Coast Water District
P.O. Box 30205
Laguna Niguel, CA 92607-0205
Attn: Director of Operations

(Space Above This Line For Recorder's Use)

FREE RECORDING REQUESTED:
Essential to Acquisition By
South Coast Water District
Government Code Section 6103

**Documentary Transfer Tax: \$ 0 No Consideration
[Exempt from Documentary Transfer Tax per
Rev. & Taxation Code Sec. 11911(a)]**

Signature of Declarant or Agent determining tax

EASEMENT QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOUTH COAST WATER DISTRICT, a County water district organized under and existing pursuant to Section 34000 et seq. of the California Water Code ("***District***"), successor in interest to the Tri-Cities Municipal Water District, a grantee under that certain Grant of Easement recorded on October 1, 1963 in Book 6740, Pages 350-353 of the Official Records of Orange County (the "***Transmission Main Easement***"), and Irvine Ranch Water District,, Moulton Niguel Water District, City of San Juan Capistrano, as successors in interest to Orange County Water Works District No. 4, and each of them as co-granters under the Transmission Main Easement, hereby REMISE, RELEASE AND FOREVER QUITCLAIM to IRVINE COMMUNITY DEVELOPMENT COMPANY LLC, a Delaware limited liability company, and THE IRVINE LAND COMPANY LLC, a Delaware limited liability company, as their interests appear of record,

all RIGHTS, TITLE AND INTEREST of District in and to the portions of the easement area conveyed under the Transmission Main Easement located within the real property described on **Exhibit A** and depicted on **Exhibit B** attached hereto (the "***Quitclaimed Area***").

The rights, title and interest hereby quitclaimed are not necessary or useful in the performance of the duties of District.

This quitclaim shall be deemed to apply only to the rights, title and interest of District under the Transmission Main Easement as they pertain to the Quitclaimed Area and shall not diminish or affect any of District's rights, title and interest as to any other land described in the Transmission Main Easement located outside of the Quitclaimed Area.

DATED: _____

SOUTH COAST WATER DISTRICT,
a County water district

By: _____
Joseph McDivitt
Interim General Manager

DATED: _____

IRVINE RANCH WATER DISTRICT,
a County water district

By: _____
Paul Cook
General Manager

DATED: _____

MOULTON NIGUEL WATER DISTRICT,
a County water district

By: _____
Joone Lopez
General Manager

DATED: _____

City of San Juan Capistrano,

By: _____
Karen P. Brust
City Manager

CITY OF SAN JUAN CAPISTRANO

DATED: _____

By: _____
Karen P. Brust
City Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared **Karen P. Brust**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

EXHIBIT A

Legal Description of Quitclaimed Area

EXHIBIT A

THAT PORTION OF A STRIP OF LAND 25.00 FEET IN WIDTH, WITHIN BLOCKS 157 AND 171 OF IRVINE'S SUBDIVISION, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WITHIN TRACT NO. 17179, IN SAID CITY, AS PER MAP FILED IN BOOK 902, PAGES 17 THROUGH 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, AS DESCRIBED IN THE GRANT OF EASEMENT FOR WATER FACILITIES PER DEED RECORDED OCTOBER 1, 1963 IN BOOK 6740, PAGE 350 OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THE CENTERLINE COURSE SHOWN AS NORTH 02°26'01" EAST 3238.26 FEET IN SAID GRANT OF EASEMENT, SAID CENTERLINE HAVING A BEARING OF NORTH 02°25'30" EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE ALONG SAID EASEMENT CENTERLINE NORTH 02°25'30" EAST 3238.26 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE CONTINUING ALONG SAID EASEMENT CENTERLINE NORTHERLY 498.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°47'09" TO THE TRUE POINT OF BEGINNING, A RADIAL BEARING TO SAID POINT BEARS NORTH 68°38'21" EAST; THENCE CONTINUING ALONG SAID EXISTING GRANT OF EASEMENT CENTERLINE THE FOLLOWING SEVEN (7) COURSES:

1. CONTINUING ALONG SAID CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1200.00 FEET NORTHERLY 460.80 FEET THROUGH A CENTRAL ANGLE OF 22°00'06";
2. NORTH 43°21'45" WEST 1103.26 FEET;
3. NORTH 60°00'31" WEST 360.00 FEET;
4. SOUTH 83°50'12" WEST 230.73 FEET;
5. NORTH 74°00'01" WEST 1121.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1200.00 FEET;
6. NORTHWESTERLY 332.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°53'10";
7. NORTH 58°06'51" WEST 323.53 FEET TO THE POINT OF ENDING.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE NORTHWESTERLY IN A LINE PASSING THROUGH SAID POINT OF ENDING HAVING A BEARING OF NORTH 31°53'09" EAST AND SOUTHERLY IN A LINE PASSING THROUGH SAID TRUE POINT OF BEGINNING AND HAVING A RADIAL BEARING OF NORTH 68°38'21" EAST.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 11TH DAY OF JUNE, 2012



GWEN-VERA DEL CASTILLO, PLS 5108



EXHIBIT B

Depiction of Quitclaimed Area



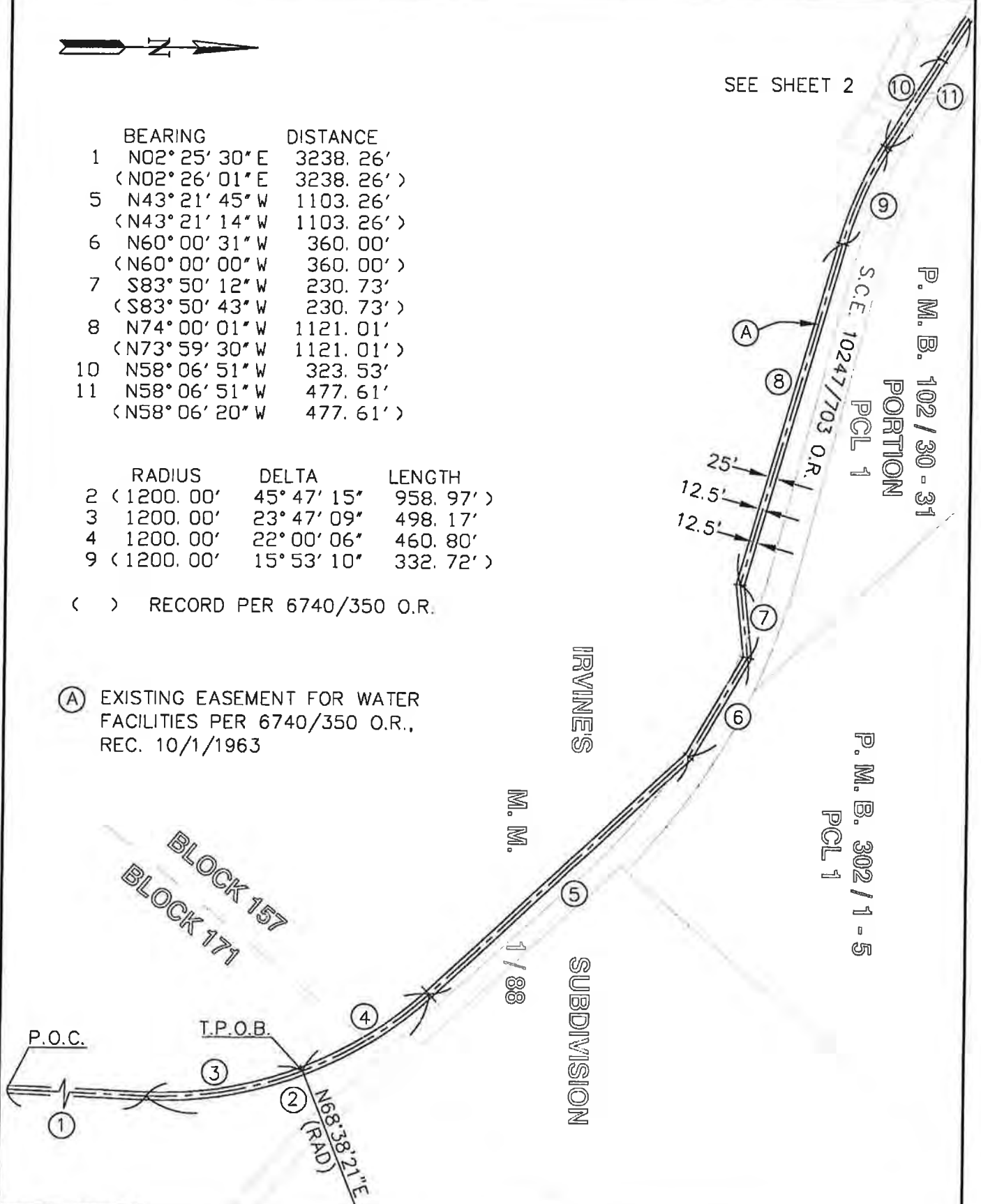
SEE SHEET 2

	BEARING	DISTANCE
1	N02° 25' 30" E	3238.26'
	< N02° 26' 01" E	3238.26'
5	N43° 21' 45" W	1103.26'
	< N43° 21' 14" W	1103.26'
6	N60° 00' 31" W	360.00'
	< N60° 00' 00" W	360.00'
7	S83° 50' 12" W	230.73'
	< S83° 50' 43" W	230.73'
8	N74° 00' 01" W	1121.01'
	< N73° 59' 30" W	1121.01'
10	N58° 06' 51" W	323.53'
11	N58° 06' 51" W	477.61'
	< N58° 06' 20" W	477.61'

	RADIUS	DELTA	LENGTH
2	< 1200.00'	45° 47' 15"	958.97'
3	1200.00'	23° 47' 09"	498.17'
4	1200.00'	22° 00' 06"	460.80'
9	< 1200.00'	15° 53' 10"	332.72'

(<) RECORD PER 6740/350 O.R.

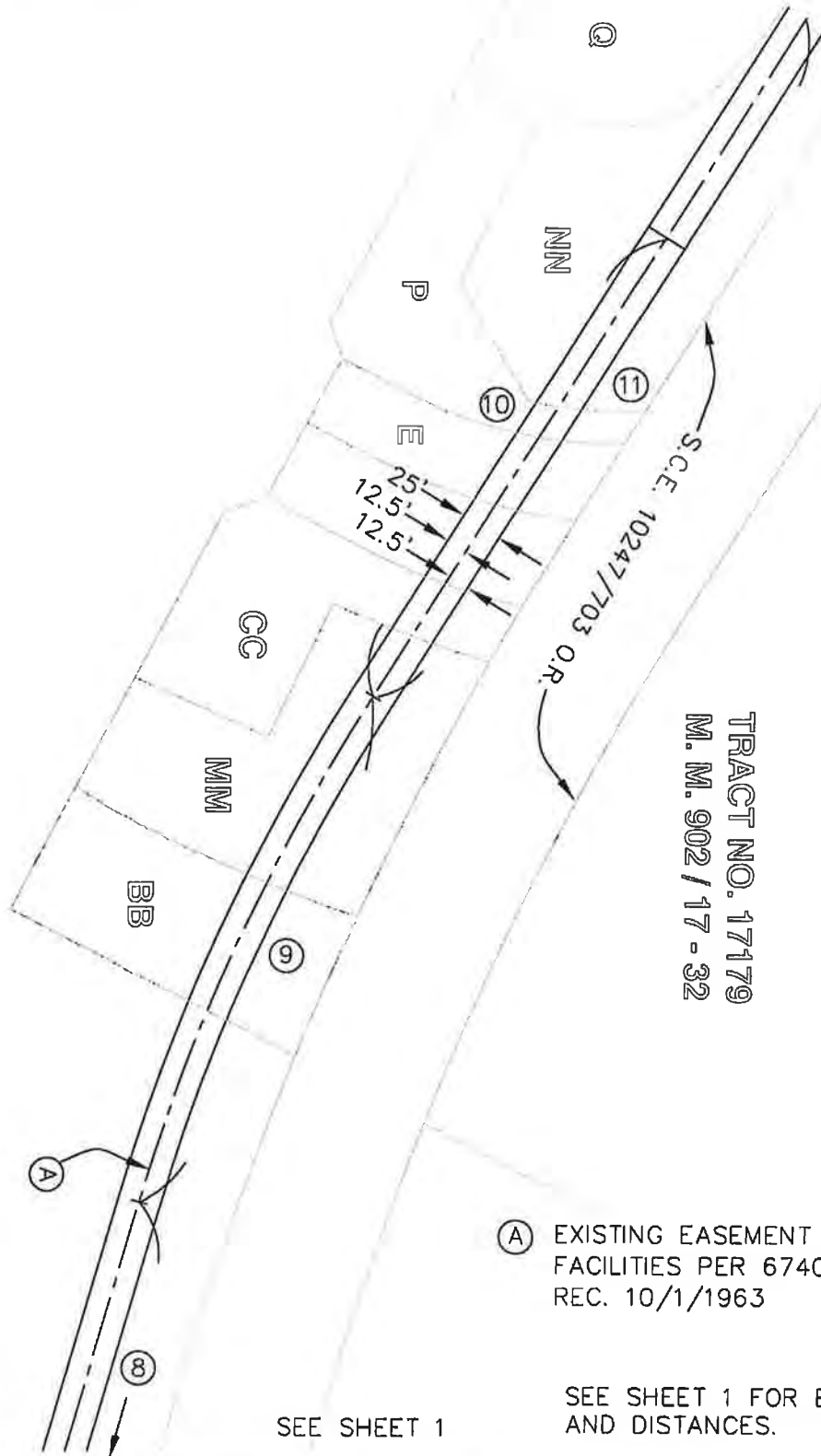
(A) EXISTING EASEMENT FOR WATER FACILITIES PER 6740/350 O.R., REC. 10/1/1963



JOB #: 108-054
 DATE: 6/7/12
 SCALE: 1" = 400'
 SHEET 1 OF 2

EXHIBIT "B"

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-6265



IRVINES SUBDIVISION
 M.M. 1/88
 BLOCK 157

TRACT NO. 17179
 M.M. 902/17-32

(A) EXISTING EASEMENT FOR WATER FACILITIES PER 6740/350 O.R., REC. 10/1/1963

SEE SHEET 1 FOR BEARINGS AND DISTANCES.

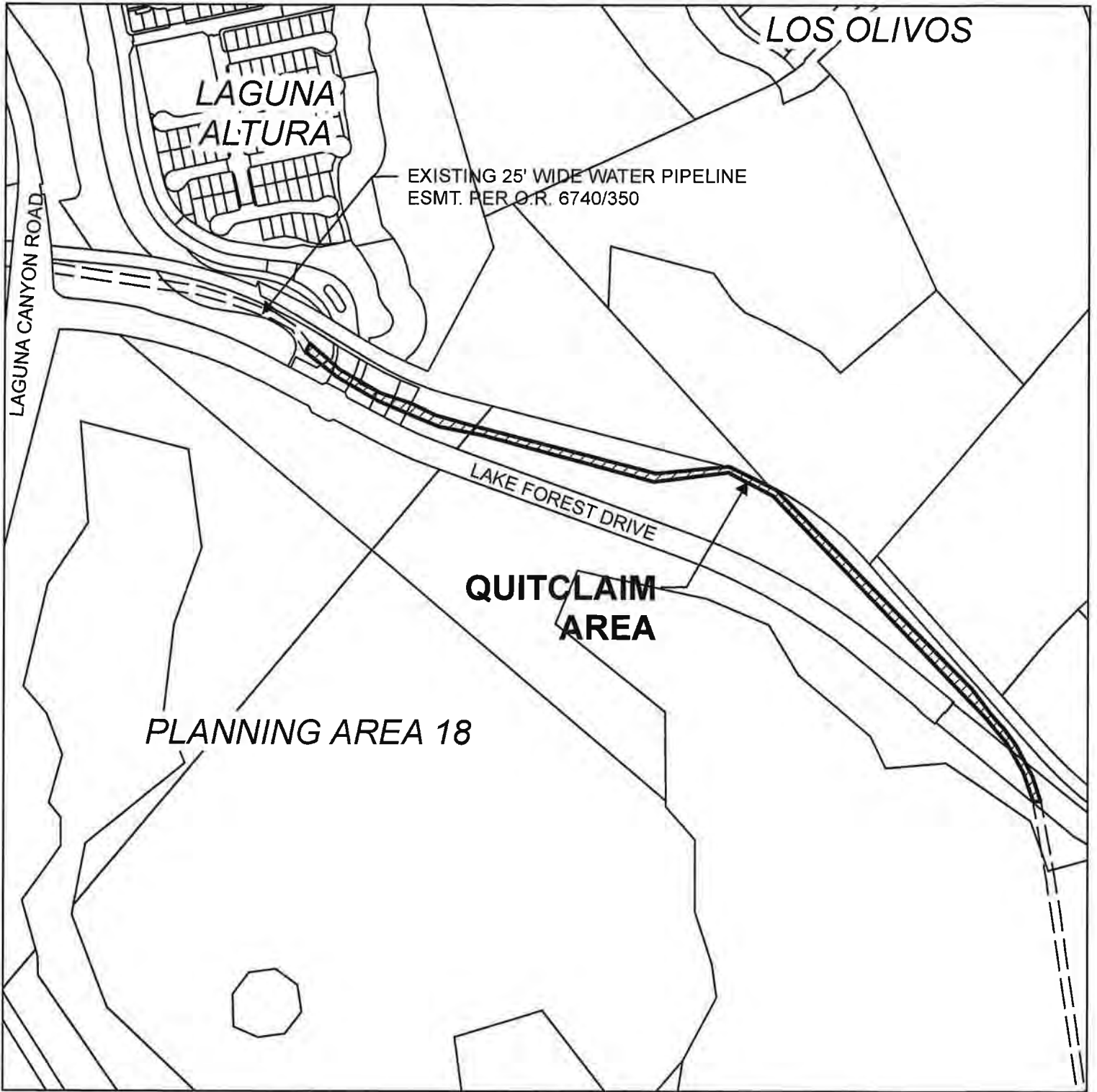
SEE SHEET 1

JOB #: 108-054
 DATE: 6/7/12
 SCALE: 1"=100'
 SHEET 2 OF 2

EXHIBIT "B"

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT "C" LOCATION MAP



**QUITCLAIM OF PORTION OF WATER TRANSMISSION PIPELINE EASEMENT
TO IRVINE COMMUNITY DEVELOPMENT COMPANY LLC AND
THE IRVINE LAND COMPANY LLC**



05
March 10, 2014
Prepared by: H. Cho/M. Cortez
Submitted by: K. Burton (K.B.)
Approved by: Paul Cook (P. Cook)

CONSENT CALENDAR

2014 SEWER REHABILITATION PROJECT

SUMMARY:

The 2014 Sewer Rehabilitation Project will rehabilitate sewers with various cracks and defects located in 11 reaches throughout the District service area. Staff recommends that the Board:

- Authorize the addition of Project 21166 to the FY 2013-14 Capital Budget in the amount of \$348,700; and
- Approve an Expenditure Authorization in the amount of \$68,200 for the 2014 Sewer Rehabilitation Project.

BACKGROUND:

Periodic closed-circuit television (CCTV) sewer inspection indicated that 69 sewer reaches throughout the District were cracked or corroded and required repair or rehabilitation. Over the past several months, staff repaired 58 of these sewer reaches. Eleven reaches were not repaired due to their location and deep depth in yards between homes and in major arterial streets. These defects are not critical, but need to be addressed. Due to the sewer locations, the rehabilitation method will likely be Cured-in-Place-Pipe (CIPP). A project location map is attached as Exhibit "A".

Staff issued a Request for Proposal to Arcadis-US, Inc., Kleinfelder, and Psomas for the design of the 2014 Sewer Rehabilitation Project, and each consultant submitted a proposal. Staff evaluated the proposals and recommends the selection of Kleinfelder based on their project understanding, project team, and project budget. Kleinfelder's fee is \$41,300. The consultant selection matrix is attached as Exhibit "B", and Kleinfelder's proposal is attached as Exhibit "C". The Engineering and Operations Committee authorized the General Manager to execute a Professional Services Agreement with Kleinfelder.

FISCAL IMPACTS:

The 2014 Sewer Rehabilitation, Project 21166 (5098), is not included in the FY 2013-14 Capital Budget. Staff requests the addition of this project to the FY 2013-14 Capital Budget and approval of an Expenditure Authorization as shown in the table below and attached as Exhibit "D".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
21166 (5098)	\$-0-	\$348,700	\$348,700	\$-0-	\$68,200	\$68,200

ENVIRONMENTAL COMPLIANCE:

This project is exempt from CEQA as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301 B, which provides exemption for repair and maintenance of existing facilities such as existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage or other public utility services.

COMMITTEE STATUS:

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

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).

LIST OF EXHIBITS:

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

Exhibit A
2014 Sewer Rehabilitation Site Locations



EXHIBIT "B"

IRWD
2014 Sewer Rehabilitation Project
Consultant Selection Matrix
PR 21166 (5098)

	Weights	Arcadis	Kleinfelder	Psomas
TECHNICAL APPROACH	60%			
*Project Approach	60%	3	1	2
*Scope of Work	40%	3	1	2
Weighted Score (Technical Approach)		3.00	1.00	2.00
EXPERIENCE	40%			
*Firm/Team	30%	3	1	2
*Project Manager	40%	3	1	2
*Project Engineer	30%	3	2	1
Weighted Score (Experience)		3.00	1.30	1.70
Project Manager		Todd Dmytryshyn 5 Yrs	Dan Smith 30 Yrs	Mike Swan 40 Yrs
Project Engineer		Todd Dmytryshyn 5 Yrs	Laura Robinson 8 Yrs	Maira Torres 9 Yrs
QC/QA		David May 23 Yrs	John Struzzlery 37 Yrs	Joe Boyle 30 Yrs
COMBINED WEIGHTED SCORE		3.00	1.12	1.88
		Man-hours	Man-hours	Man-hours
Task 1 Design		320	264	342
Task 2 Construction Services		72	109	80
TOTAL HOURS		392	373	422
SHEET COUNT				
General		2-3	3	3
Civil		11-15	7	2
Traffic Control		5-6	4	6
TOTAL		18-23	14	11
FEE				
Design		\$44,617	\$29,700	\$46,349
Services During Construction		\$8,972	\$11,600	\$12,440
Total - Design/Const. Ser.		\$53,589	\$41,300	\$58,789
Professional Liability Insurance		YES	YES	YES
General Liability Insurance		YES	YES	YES
FORCED RANKINGS:		3 - Third	1 - First	2 - Second

EXHIBIT "C"

SECTION 1: SCOPE

PROJECT CONSIDERATIONS

The 2014 Sewer Rehabilitation Project will result in the rehabilitation of approximately 3,430 linear feet of 8-inch, 10-inch, and 12-inch diameter gravity sewer pipeline at eleven different sites, representing twelve manhole to manhole segments. The sewer segments are distributed across the District. There are five locations in the City of Lake Forest, five locations in the City of Irvine, and two locations in the City of Newport Beach. The locations identified by IRWD are recommended for rehabilitation through cured-in-place-pipe (CIPP) lining, with the possible exception of the Lantern Lane segment.



In addition to visiting the various project locations, our team has thoroughly reviewed the information provided in the RFP. Refer to Attachment B, for an illustration of the project locations and summary of current District recommendations for pipe rehabilitation.

Through our review of the record information and video logs, it appears that six of the sewer segments have defects in a very limited length of the pipeline. These locations include:

1. Barranca Parkway (8-inch VCP) – Circumferential crack at 225.4'
2. Barton Street and Gates Street (8-inch VCP) – Roots through pipe joint at 131.8'
3. Crystal Cove (8-inch VCP) – Circumferential fracture at 8.0'
4. Lantern Lane (8-inch VCP) – Multiple fractures several feet long at 75.7'
5. Sunlight Lane (8-inch VCP) – Broken pipe and root intrusion at 149.9'
6. Woodhollow (8-inch VCP) – Infiltration at 76.4' and circumferential fracture at 77.3'

In our experience, sewer segments which exhibit defects in a limited portion of the pipe can often be rehabilitated using CIPP sectional liners or grouting sleeves in lieu of installing CIPP along the entire length. These two alternatives use differing construction methods to accomplish the same goal – trenchless repair for short pipe segments. These proven alternatives also provide construction savings to IRWD.

A sectional liner is a CIPP resin impregnated felt liner that can be manufactured to a specified length and inserted into the pipe at the location of the defect.

Grouting sleeves were developed specifically to use for spot repairs. This method uses a stainless steel sleeve that is surrounded by absorbent gasket material that is filled with a polyurethane grout. The sleeve is fit over an inflated plug and pulled in position and held in place until curing is complete. The grout expands during this cure period to fill voids and cracks that may be present outside the diameter of the sleeve. The result is a completely sealed spot repair that uses less equipment and water resources than the CIPP method. Copper wire can be wrapped around the grouting sleeve to help inhibit future root intrusion at that location of the pipe. To view a brief presentation use the following link: <http://www.linkpipe.com/video/LGvideo.htm>

In addition to offering a shorter overall construction time, these rehabilitation alternatives are also generally less expensive than installation of a full length liner. Additionally, the need to bypass the sewer segment may be eliminated, and traffic and community impacts would be reduced, resulting in more cost savings for IRWD.

In the RFP, IRWD noted that the existing defect located along the sewer segment near 22131 Lantern Lane requires further evaluation. Through our review of the existing CCTV videos, it appears that this defect could potentially be repaired using a grouting sleeve as described above. By inflating the plug, it is possible that the grout and plug could force the broken pieces of vitrified clay pipe back into place, and seal them with the grout. Depending on the condition of the pipe after the roots have been removed, a sectional liner may also be considered. The goal for this location would be to find a rehabilitation method to be accomplished through trenchless methods to eliminate the expense and disruption of an excavated

spot repair. With very limited space to perform the repair, and a high degree of intrusion on private property, an excavation is not ideal.

We concur with the recommendations for CIPP installation at the other five locations as they have multiple defects along the manhole-to-manhole length which is most efficiently handled by lining the entire reach. Through the preliminary design phase, Kleinfelder will confirm the rehabilitation recommendations, and identify other considerations to minimize traffic impacts, permitting considerations, reduce impacts to the community, and reduce overall construction costs for IRWD.

SCOPE OF WORK AND METHODOLOGY

We have divided the Design task identified in the RFP into a preliminary and final design phase to clarify the work proposed under each phase, illustrate how the project will be implemented and correspond to the proposed schedule included herein. The specific tasks identified in the RFP are noted for IRWD reference. Our scope of work is presented below:

Task 1: Preliminary Design

1.1 Project Startup and Record Review (IRWD Task 1.5): The Project Team will meet with IRWD to kick off the project. This meeting will define project limits, budget, goals, timing, phasing, community outreach, and restrictions on construction. Kleinfelder will prepare an agenda and will follow-up with meeting minutes and action items. Prior to this meeting, Kleinfelder will re-review IRWD's closed circuit television inspection (CCTV) videos and logs, and summarize system defects identified for use in confirmation of pipe rehabilitation recommendations. The Project Team will also perform one (1) site visit to document site constraints and identify potential impedances to rehabilitation, construction, and traffic controls.

The Project Team will prepare a project schedule indicating the preliminary design submittal and the final design submittal for the construction of the project that reflects coordination items, date of completed plans, critical path issues and IRWD review times. We will also account for shop drawing approval, manufacturing and delivery times. We will update this schedule in advance of meetings for discussion with IRWD.

1.2 Construction Drawings (IRWD Task 1.1): The Project Team will combine the information from the record drawings and IRWD's Sewer Atlas maps to generate a base plan for the project. The base plans will be supplemented with information gathered from our field walk of the sites and our review of the sewer inspection videos. A sample plan is provided as Attachment B to this letter. Construction details, sewer bypass plans and traffic management plans will be included as part of the preliminary design plan set. Plans will be prepared on IRWD standard 24-inch x 36-inch sheets in the latest version of AutoCAD and using IRWD's drafting standards and title block. The following Construction Plan sheets are anticipated:

- G-1 Cover Sheet
- G-2 Sheet Index and Vicinity Map
- G-3 General Notes, Abbreviations, Symbols and Project Key Plan/Index
- C-1 Lake Forest Sewer Rehabilitation (five segments)
- C-2 Irvine Sewer Rehabilitation (five segments)
- C-3 Newport Beach Sewer Rehabilitation (two segments)
- C-4 Standard Details (as needed)
- C-5 Temporary Bypass Pumping Plans (Lake Forest)
- C-6 Temporary Bypass Pumping Plans (Irvine)
- C-7 Temporary Bypass Pumping Details (Newport Beach)
- TC-1 Traffic Control Plan Notes
- TC-2 Traffic Control Plan (Lake Forest)
- TC-3 Traffic Control Plan (Irvine)
- TC-4 Traffic Control Plan (Newport Beach)

1.3 Project Manual (IRWD Task 1.2): The Project Team will prepare draft specifications and bid form. The sections of IRWD's template which require project specific modifications will be revised accordingly. As an Appendix to the Specifications, The Project Team will prepare a DVD containing the CCTV videos and logs completed, as well as the record drawings for the individual sewer segments. This information will be transmitted to potential bidders through the Project Manual.

1.4 Permits (IRWD Task 1.6): The Project Team will identify permits required from jurisdictional agencies and prepare applications for those appropriate agencies. IRWD will be responsible for payment of all permitting fees. Expected permits include an Encroachment Permit from the Cities of Irvine, Lake Forest and Newport Beach; however these permits are generally issued directly to the Contractor. The project team will prepare a draft of the permit to be included in the Project Manual's Appendix for the Contractor's use.

It is also anticipated that an Encroachment Permit will be required from Caltrans for work around the Pacific Coast Highway. Through the Preliminary Design we will identify ways to minimize impacts along the Pacific Coast Highway, including traffic, commercial access to Crystal Cove Promenade Shopping Center, and beach access. By accounting for and developing an early strategy for these mitigation techniques, we hope to streamline the review of the Caltrans permit. As this permit generally requires a 60-day review period, we will prepare and submit this permit during the design phase to minimize construction delays. The Project Team will also identify work requiring coordination with local Homeowners Associations, if necessary, and will support IRWD with such coordination as requested.

1.5 Opinion of Probable Construction Cost (IRWD Task 1.9): The Project Team will develop an itemized opinion of probable construction cost (OPCC) for submittal with the Preliminary Design. The OPCC will include items to match the proposed bid form.

1.6 Preliminary Design Submittal (IRWD Task 1.3a and 1.4): This submittal will include:

- Eight (8) copies of the draft set of plans for the entire project that clearly show layouts of each component of the design.
- Project Manual including technical specifications, but without the General Provisions.
- Engineer's opinion of probable construction cost.

Upon completion of the Preliminary Design Phase, the Project Team will meet with IRWD to review the preliminary plans, specifications, and opinion of probable construction costs. Kleinfelder will prepare an agenda and will provide meeting minutes and action items. The Project Team will record IRWD comments and compile into a resolution spreadsheet for tracking through Final Design.

Task 2: Final Design

2.1 Final Design (IRWD Tasks 1.1, 1.2 and 1.9): The Project Team will receive and incorporate IRWD comments on rehabilitation, construction details, bypass pumping, traffic management plans, and project specifications for the project. We will update the estimate of probable construction costs and finalize the contract documents.

2.2 CEQA Documentation (IRWD Task 1.7): The Project Team will provide IRWD with data and information for IRWD to prepare the California Environmental Quality Act (CEQA) document including data regarding construction activities that will impact the environment. The District has established a maximum budget of \$2,000 for this task, which we've included in our fee estimate.

2.3 Liquidated Damages Calculations (IRWD Task 1.8): The Project Team will provide information and assist IRWD as-needed to calculate a value for liquidated damages (during



construction) related to this project. IRWD's standard liquidated damages form will be utilized.

2.4 Final Design Submittal (IRWD Task 1.3b, 1.3c and 1.4): This submittal will include:

- Final stamped and signed mylars and original signed Project Manual for IRWD signatures.
- Original Copy of the signed Final Project Manual in 8.5x11-inch format, without the General Provisions.
- Updated Engineer's opinion of probable construction cost.
- Eight (8) copies of the final set of plans for the entire project, including rehabilitation, construction details, bypass pumping and traffic management plans, as well as copies of the Project Manual.

The Project Team will also provide a completed spreadsheet indicating how each of IRWD's comments from the previous submittal were addressed. The final electronic files will be provided to IRWD on four separate compact disks (CDs): the AutoCAD files will be contained on one CD, while a second CD will contain a single PDF file of the entire construction drawing set. The Project Manual will be submitted in electronic format on a CD, in the latest version of Microsoft Word, with a separate CD containing a PDF of the entire Project Manual.

The Project Team will meet with IRWD to explain the project and answer questions on the final (100-percent) design plans, specifications and opinion of probable construction costs, at which IRWD will provide signatures. Kleinfelder will prepare an agenda and will provide meeting minutes and action items. As part of this task, the Project Team will also prepare a list of critical design challenges which will assist the District's Inspector throughout construction.

2.5 Bid Period Assistance (IRWD Task 1.10): During the bidding period, the Project Team will assist with providing information and clarification of bid documents to prospective bidders and will prepare one (1) addendum, if requested by IRWD.

"Kleinfelder's office engineering and resident field staff have worked closely with the Town's project team to maintain the project's schedule and cost, resolve the inevitable construction conflicts, mitigate impacts to the resident and business community, and address the many other daily issues that occur..."

James Barsanti, PE, Project Manager, Framingham Department of Public Works

Task 3: Construction Phase Services

3.1 Project Meetings (IRWD Task 2.1): The Project Team will schedule and conduct a total of three (3) project progress meetings during the construction period, and will prepare meeting minutes. Each meeting is assumed to be two hours in duration. One of the Project Meetings will be a Pre-Construction Meeting with the Contractor to set expectations for construction, communicate design intent, and establish a strong working relationship. The scheduling of these meetings is described further in Section 4 of this proposal.

3.2 Submittal Review (IRWD Task 2.5): The Project Team will provide an initial review of up to ten (10) shop drawing submittals. It is anticipated that a second review will be performed for six (6) shop drawings to verify comments from the initial submittal are addressed. Approximately two hours per initial shop drawing review, and one hour for subsequent reviews is included.

In addition to standard shop drawings, the Project Team will review post-rehabilitation CCTV inspection videos for quality control and compliance with the Project Manual. This task will run concurrently through construction as rehabilitation is completed on each segment. The Project Team will review two segments per hour, for a total of six (6) hours of review time.

3.3 Contractors Requests for Information (IRWD Task 2.2): The Project Team will review and respond to the Contractor's Request for Information (RFI), up to a maximum of five (5) RFIs.

3.4 Plan Revisions (IRWD Task 2.3): Depending on field conditions, the Project Team is prepared to perform minor plan revisions during construction. This task includes a maximum of sixteen (16) hours of staff time for minor plan revisions to the construction drawings, as needed.

3.5 Site Visits (IRWD Task 2.4): The Project Team will perform up to two (2) visits to the site to observe the progress and quality of the executed work of the Contractor. At least one (1) site visit will be scheduled to coincide with a project meeting to maximize team efficiencies.

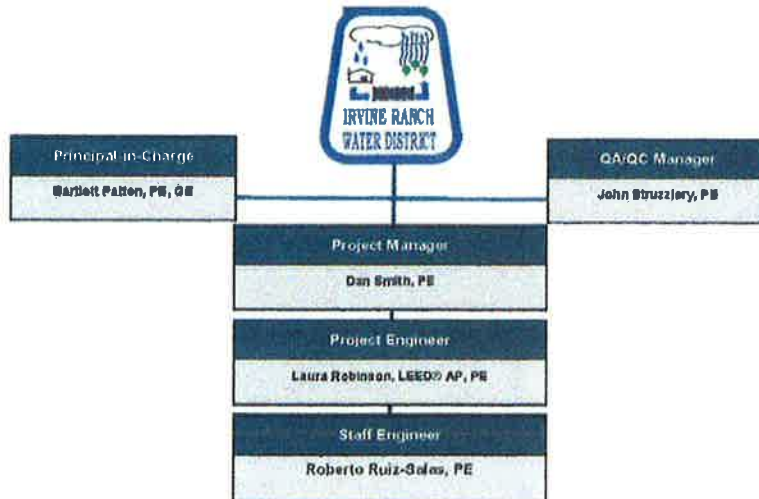
Optional (not included in fee): The Project Team will conduct up to two (2) additional site visits of two hours each during the construction period for the purpose of creating a final "punch list" for the Contractor, and to confirm that the "punch list" is complete and upon completion of the final punch list, the Notice of Completion can be filed.

3.6 Record Drawings (IRWD Task 2.6): The Project Team will prepare record drawings on 24-inch x 36-inch mylars at the completion of the construction using the IRWD-approved Contractor's and IRWD Inspector's red-lines. Final record drawing mylars, AutoCAD electronic files, and a single color PDF of the final as-built mylars will be submitted to IRWD on CD, and the County of Orange at the completion of construction.

SECTION 2: PROJECT TEAM

The work for this project will be performed from our Civil Design Center in our San Diego office. Our project manager, project engineer, civil engineering technical support staff are all located in this office, providing seamless communication amongst the core project team. Further, the Principal-in-Charge, Mr. Patton is located in our Irvine office, providing for a local contact. At any time during the project, the Project Team may work from the Irvine office to allow for convenient access to the project sites and IRWD.

We have organized our team with specialists capable of providing the services requested in the RFP. These individuals have exceptional experience in performing similar services. Short biographies of our key team members' capabilities and project role are located on the following pages with resumes in Attachment C to this letter. Key Team members will not be reassigned without prior written approval of the IRWD.





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

January 23, 2014

Irvine Ranch Water District
Michelson Water Recycling Plant (MWRP)
3512 Michelson
Irvine, CA 92612

Attn: Mr. Harry Cho, PE, Project Manager

Re: Fee Proposal for Engineering Design Services, 2014 Sewer Rehabilitation Project

Dear Selection Committee Members:

Kleinfelder West, Inc. is looking forward to building on our relationship with Irvine Ranch Water District (IRWD) by providing engineering design services for the 2014 Sewer Rehabilitation Project. We strive to deliver plans and specifications that clearly convey the design intent, resulting in lower cost construction bids.

Attached herein is our Fee Proposal corresponding to the scope of work detailed in our Proposal. We have modified the scope requested by IRWD to include both a Preliminary and Final Design task, which correspond to the singular Design task identified in the RFP. This Fee Proposal has been prepared in accordance with IRWD's Request for Proposal dated December 26, 2013, and the pre-proposal meeting that was held on January 9, 2014. As noted in the RFP, IRWD will pay for actual salary times hours spent times a multiplier, plus direct costs.

Our overall fee proposal is presented herein. We are proposing a multiplier of 2.70, and the proposed not-to-exceed value for each phase of work is summarized as follows:

Task 1- Preliminary Design	\$20,000
Task 2- Final Design	\$9,700
Task 3- Construction Phase Services	<u>\$11,600</u>
Total Engineering Services	\$41,300

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

Respectfully submitted,

KLEINFELDER WEST, INC.

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

Daniel Smith, PE
Project Manager



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

**Fee Proposal
 Irvine Ranch Water District
 2014 Sewer Rehabilitation Project**

	Personnel / Role					Total Hours	Direct Costs	Total Task Fee (Not to Exceed)
	John Struzziery	Dan Smith	Laura Robinson	Roberto Ruiz-Salas				
	Technical/QAQC	Project Manager	Project Engineer	Staff Engineer	Project Administrator			
Task 1 – Preliminary Design	7	14	72	86	3	182	\$1,217	\$20,000
Task 2 – Final Design	4	7	31	38	2	82	\$1,091	\$9,700
Task 3 – Construction Phase Services	2	8	40	57	2	109	\$754	\$11,600
Total Engineering Services								\$41,300

C - 7

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: 2014 SEWER REHABILITATION
EPMS Project No: 21166 **EA No:** 1
Oracle Project No: 5098
Project Manager: CORTEZ, MALCOLM
Project Engineer: CHO, HARRY
Request Date: February 5, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
210	100.0	REPLACEMENT FUND**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$68,200
Total EA Requests:	\$68,200
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$348,700
Updated Budget:	\$348,700
Budget Remaining After This EA	\$280,500

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	15,000	0	15,000	15,000	0	15,000	2/14	7/14
ENGINEERING DESIGN - OUTSIDE	40,000	0	40,000	40,000	0	40,000	2/14	7/14
DESIGN STAFF FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	2/14	7/14
ENGINEERING - CA&I IRWD	0	0	0	25,000	0	25,000	8/14	11/14
ENGINEERING - CA&I OUTSIDE	0	0	0	25,000	0	25,000	8/14	11/14
CONSTRUCTION FIELD SUPPORT	0	0	0	5,000	0	5,000	8/14	11/14
CONSTRUCTION	0	0	0	200,000	0	200,000	8/14	11/14
LEGAL	2,000	0	2,000	2,000	0	2,000	2/14	11/14
Contingency - 10.00% Subtotal	\$6,200	\$0	\$6,200	\$31,700	\$0	\$31,700		
Subtotal (Direct Costs)	\$68,200	\$0	\$68,200	\$348,700	\$0	\$348,700		
Estimated G/A - 170.00% of direct labor*	\$34,000	\$0	\$34,000	\$85,000	\$0	\$85,000		
Total	\$102,200	\$0	\$102,200	\$433,700	\$0	\$433,700		
Direct Labor	\$20,000	\$0	\$20,000	\$50,000	\$0	\$50,000		

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

EA Originator:

[Signature]

2/6/14

Department Director:

[Signature]

2/7/14

Finance:

[Signature]

2/12/14

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 \$443,000. 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.

08
March 10, 2014 KNL
Prepared by: K. Lew/M. Cortez
Submitted by: K. Burton KB
Approved by: Paul Cook / P. Cook

CONSENT CALENDAR

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

SUMMARY:

Toll Brothers is proceeding with the Planning Area 18 South (Hidden Canyon) development which includes the construction of streets, storm drains, domestic water, sewer, and recycled water improvements for 258 residential dwelling units. As part of the development projects, Toll Brothers will design and construct IRWD's domestic water and recycled water capital facilities under a previously approved Reimbursement Agreement (RA). Staff recommends that the Board:

- Authorize the addition of Projects 11739, 31749, and 30487 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, 31749, and 30487 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 for the PA 18 South (Hidden Canyon) Capital Facilities.

BACKGROUND:

An RA with Toll Brothers was previously approved on May 28, 2013 for all IRWD capital facilities within Hidden Canyon. All required IRWD capital improvements are documented in the Planning Area 18 Sub-Area Master Plan Update, dated December 2013, prepared by Stantec. The improvements are shown in Exhibit "A".

Removal of Temporary 24-inch Recycled Water Pipeline:

IRWD is responsible for the cost to remove the temporary 24-inch recycled water pipeline from the Laguna Canyon Zone B storage tank that currently crosses the Hidden Canyon development area. Toll Brothers received three bids for the overall site grading and removal of approximately 2,400 feet of pipe. Sukut Construction, Inc. (Sukut) was the lowest bidder for the overall project. Sukut's bid for the IRWD portion was the second lowest in the amount of \$49,500 as shown in the Bid Summary attached as Exhibit "C". Bids for the IRWD portion of the work ranged from \$45,400 to \$188,340; the engineer's estimate was \$65,945. Toll Brothers requested IRWD's concurrence of awarding the contract to Sukut. Staff has reviewed the construction bids and concurs with awarding the contract to Sukut. A summary of the pipeline removal costs is shown below:

Construction (Sukut)	\$ 49,500.00
Administration Fee (1%)	\$ 495.00
	<u>\$ 49,995.00</u>

Domestic and Recycled Water Capital Facilities:

The capital facilities include construction of approximately 2,000 linear feet of 12-inch domestic water pipeline, 600 linear feet of 6-inch recycled water pipeline, 1,800 linear feet of 8-inch recycled water pipeline, and 3,900 linear feet of 36-inch recycled water pipeline. Toll Brothers received three bids and the low bidder was L&S Construction (L&S) with a bid of \$1,435,622; the engineer’s estimate was \$1,273,602.72. The Bid Summary is attached as Exhibit “C”. Toll Brothers requested IRWD’s concurrence of awarding the contract to L&S Construction. L&S’s bid had no irregularities and staff concurs with Toll Brothers’ recommendation to award the construction contract to L&S. Toll Brothers also received proposals for construction support services and staff concurs with the selections.

Staff also requests approval of Construction Change Order (CCO) No. 1 with Toll Brothers for additional scope added to the project after the bids were received. The additional work includes construction of a pressure reducing station and emergency pump connection (formerly the secondary Zone 3 to 4 pump station site) adjacent to the neighborhood park site. The construction includes pump risers that can be used to connect the Zone 3 suction pipeline to a portable pump to feed the Zone 4 system, a Zone 4 to 4R pressure reducing station, and site work for a total amount of \$210,596.25. Staff has reviewed the change order and finds the cost to be reasonable. The CCO is attached as Exhibit “D”.

A summary of the domestic water and recycled water capital facilities costs is shown below:

Engineering & Surveying (Hunsaker)	\$ 89,900.00
Construction Engineering (Hunsaker)	\$ 23,164.00
Construction (L&S)	\$ 1,435,622.00
Construction Change Order No. 1 (L&S)	\$ 210,596.25
Construction Geotechnical (NMG)	\$ 12,750.00
Administration Fee (1%)	\$ 16,462.18
	\$ 1,788,494.43

FISCAL IMPACTS:

Projects 11739 (4680), 31739 (4681), and 30487 (5168) are not included in the FY 2013-14 Capital Budget. Staff is requesting to add these projects to the FY 2013-14 Capital Budget. Approval of Expenditure Authorizations is requested in the amounts shown in the table below and in Exhibit “E”.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11739 (4680)	\$-0-	\$ 315,700	\$ 315,700	\$-0-	\$ 315,700	\$ 315,700
31739 (4681)	\$-0-	\$ 315,700	\$ 315,700	\$-0-	\$ 315,700	\$ 315,700
30487 (5168)	\$-0-	\$1,998,200	\$1,998,200	\$-0-	\$1,998,200	\$1,998,200
Total	\$-0-	\$2,629,600	\$2,629,600	\$-0-	\$2,629,600	\$2,629,600

ENVIRONMENTAL COMPLIANCE:

The construction of the capital facilities for Planning Area 18 South 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 #2005081099, was certified by the City of Irvine, the lead agency for this project on June 13, 2006.

COMMITTEE STATUS:

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

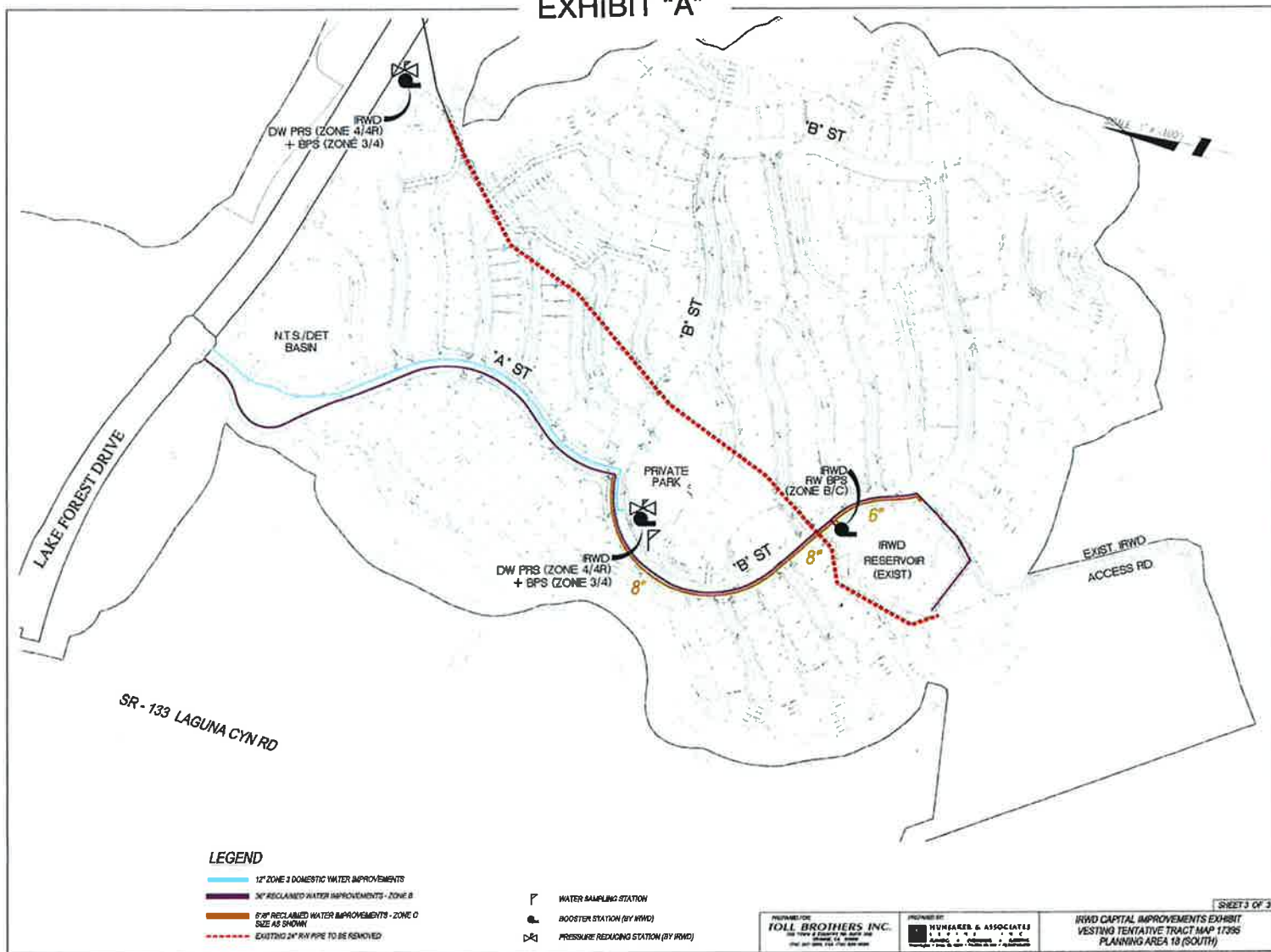
RECOMMENDATION:

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.

LIST OF EXHIBITS:

- Exhibit "A" – Project Location Map
- Exhibit "B" – Temporary 24-Inch Recycled Water Pipeline Removal Bid Summary
- Exhibit "C" – Domestic Water and Recycled Water Capital Facilities Bid Summary
- Exhibit "D" – Construction Change Order No. 1
- Exhibit "E" – Expenditure Authorizations

EXHIBIT "A"



LEGEND

- 12" ZONE B DOMESTIC WATER IMPROVEMENTS
- 36" RECLAIMED WATER IMPROVEMENTS - ZONE B
- 6" RECLAIMED WATER IMPROVEMENTS - ZONE C
SIZE AS SHOWN
- - - - EXISTING 24" RW PIPE TO BE REMOVED

- WATER SAMPLING STATION
- BOOSTER STATION (BY IRWD)
- PRESSURE REDUCING STATION (BY IRWD)

PREPARED FOR:
TOLL BROTHERS INC.
 1000 W. 13th Street, Suite 100
 Irving, TX 75039
 (972) 251-1100

PREPARED BY:
MUNSEAR & ASSOCIATES
 1313 E. 11th Street, Suite 100
 Irving, TX 75039
 (972) 251-1100

IRWD CAPITAL IMPROVEMENTS EXHIBIT
 VESTING TENTATIVE TRACT MAP 17395
 PLANNING AREA 18 (SOUTH)

EXHIBIT "C"

Prepared by: Mooto Companies LLC



Project: PLANNING AREA 18S, HIDDEN CANYON CAPITAL IMPROVEMENTS

IRWD CODE # 6008
IRWD PROJECT # 3989

Bid Tabulations

Bid Date: November 4, 2013

Owner: Toll Brothers

Contact: Kris Campbell

725 W. Town & County Road, Suite 200
Orange, CA 92868

Kcampbell@tollbrothers.com

Tel. 714.349.8077

<u>Contractor</u>	<u>Schedule A</u>	<u>Bonds</u>	<u>Total</u>
1. Sukut Construction	\$1,426,688.00	\$11,640.00	\$1,438,328.00
2. L&S Construction	\$1,415,622.00	\$20,000.00	\$1,435,622.00
3. Paulus Engineering	\$1,533,021.00	\$16,000.00	\$1,549,021.00
*Project Estimate	\$1,254,781.00	\$18,821.72	\$1,273,602.72



Project: PLANNING AREA 18S, HIDDEN CANYON CAPITAL IMPROVEMENTS

IRWD CODE # 6008
IRWD PROJECT # 3989

Bid Tabulations

Bid Date: November 4, 2013

Owner: Toll Brothers
Contact: Kris Campbell
 725 W. Town & County Road, Suite 200
 Orange, CA 92868
Kcampbel@tollbrothers.com

Tel. 714.349.8077

				Project Estimate Attn: Terry Paulson Tel: 949.428.1400		Sukut Construction Attn: Nick Osborne Tel: 714.460.1058		L&S Construction Attn: Eilon Weilham Tel: 714.288.8643		Paulus Engineering Attn: Justin Pogue Tel: 714.632.3975	
ITEM NO.	I. 12" DOMESTIC WATER (ZONE 3)	UNIT MEAS	QUAN	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1.	Mobilization (Maximum 2% of Bid Amount)	LS	1	4,000.00	4,000.00	2,000.00	2,000.00	3,100.00	3,100.00	2,800.00	2,800.00
2.	Remove Temporary Flush-out and join existing 10" PVC Domestic Water Line	EA	1	1,500.00	1,500.00	5,800.00	5,800.00	3,300.00	3,300.00	2,120.00	2,120.00
3.	Furnish and Install 12" PVC C900 DR 14 Pipeline (includes fittings and joint restraints). Trench section and bedding per IRWD Std. W-17	LF	1,923	38.00	73,074.00	50.00	96,150.00	55.00	105,765.00	52.00	99,996.00
4.	Furnish and Install 12" Fig. Butterfly Valve, Cl. 150 w/Valve Can Assembly per IRWD Std. W-22	EA	3	3,500.00	10,500.00	3,300.00	9,900.00	3,750.00	11,250.00	3,000.00	9,000.00
5.	Furnish and Install 4" Blow-off Assembly per IRWD Std. W-14	EA	1	4,800.00	4,800.00	10,200.00	10,200.00	6,850.00	6,850.00	5,800.00	5,800.00
6.	Furnish and Install Commercial Fire Hydrant w/8" lateral, condition 3, per IRWD Std. W-8	EA	2	6,200.00	12,400.00	10,000.00	20,000.00	8,420.00	16,840.00	7,400.00	14,800.00
7.	Furnish and Install 1" Air/Vac Assembly per IRWD Std. W-11	EA	1	2,600.00	2,600.00	4,500.00	4,500.00	3,500.00	3,500.00	4,100.00	4,100.00
8.	Furnish and Install Temporary Flush-out Assembly per IRWD Std. W-12	EA	1	2,200.00	2,200.00	3,100.00	3,100.00	3,100.00	3,100.00	2,050.00	2,050.00
9.	Raise Domestic Valve Cans	EA	5	300.00	1,500.00	676.00	3,380.00	400.00	2,000.00	409.00	2,045.00
SUB TOTAL					\$ 112,874.00		\$ 155,030.00		\$ 155,705.00		\$ 142,711.00



Project: PLANNING AREA 18S, HIDDEN CANYON CAPITAL IMPROVEMENTS

IRWD CODE # 6008
IRWD PROJECT # 3989

Bid Tabulations

Bid Date: November 4, 2013

Owner: Toll Brothers
Contact: Kris Campbell
 725 W. Town & County Road, Suite 200
 Orange, CA 92868
Kcampbel@tollbrothers.com

Tel. 714.349.8077

		Project Estimate Attn: Terry Paulson Tel: 949.428.1400		Sukut Construction Attn: Nick Osborne Tel: 714.460.1058		L&S Construction Attn: Elton Welham Tel: 714.288.8643		Paulus Engineering Attn: Justin Pogue Tel: 714.632.3975	
ITEM NO.	DESCRIPTION	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	Mobilization (Maximum 2% of Bid Amount)	20,000.00	20,000.00	29,000.00	29,000.00	22,000.00	22,000.00	18,000.00	18,000.00
2	Remove Bulkhead and join existing 36" CML&CSP Recycled Water Line	2,500.00	2,500.00	10,000.00	10,000.00	8,000.00	8,000.00	10,000.00	10,000.00
3	Furnish and Install 36" CML&CSP Pipeline, weld all joints. Construct CML&C joints per IRWD Std. W-20. Trench section and bedding per IRWD Std. W-17	240.00	927,120.00	247.00	954,161.00	255.00	985,065.00	290.00	1,120,270.00
4	Furnish and Install 36" Fig. Butterfly Valve, Cl. 150 w/Valve Can Assembly per IRWD Std. W-22	17,000.00	17,000.00	26,000.00	26,000.00	25,000.00	25,000.00	21,000.00	21,000.00
5	Furnish and Install 30" Fig. Butterfly Valve, Cl. 150 w/Valve Can Assembly per IRWD Std. W-22	13,000.00	13,000.00	20,500.00	20,500.00	19,000.00	19,000.00	18,200.00	18,200.00
6	Furnish and Install 2 Wire CP Test Station per IRWD Std. CP-1	1,800.00	14,400.00	1,100.00	8,800.00	1,200.00	9,600.00	600.00	4,800.00
7	Furnish and Install 4" Air/Vac Assembly per IRWD Std. W-11	4,200.00	4,200.00	8,600.00	8,600.00	7,000.00	7,000.00	8,000.00	8,000.00
8	Cut and join existing 30" CML&CSP per Detail 1 on Plan Sheet 15 of 19.	12,000.00	12,000.00	8,600.00	8,600.00	17,000.00	17,000.00	8,900.00	8,900.00
9	Raise Domestic Valve Cans	300.00	600.00	676.00	1,352.00	400.00	800.00	409.00	818.00
SUB TOTAL			\$ 1,010,820.00		\$ 1,067,213.00		\$ 1,093,465.00		\$ 1,209,988.00

Different Sub Total than on Bid



Project: PLANNING AREA 16S, HIDDEN CANYON CAPITAL IMPROVEMENTS

IRWD CODE # 6008
IRWD PROJECT # 3989

Bid Tabulations

Bid Date: November 4, 2013

Owner: Toll Brothers
Contact: Kris Campbell
725 W. Town & County Road, Suite 200
Orange, CA 92868
Kcampbel@tollbrothers.com

Tel. 714.349.8077

				Project Estimate Attn: Terry Paulson Tel: 949.428.1400		Sukut Construction Attn: Nick Osborne Tel: 714.460.1058		L&S Construction Attn: Elton Welham Tel: 714.288.8643		Paulus Engineering Attn: Justin Pogue Tel: 714.632.3975	
ITEM NO.	III. 6" & 8" RECYCELED WATER (ZONE C)	UNIT MEAS	QUAN	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	Mobilization (Maximum 2% of Bid Amount)	LS	1	2,500.00	2,500.00	3,500.00	3,500.00	3,100.00	3,100.00	3,400.00	3,400.00
2	Furnish and Install 8" PVC (Purple) C900 DR 14 Pipeline (includes fittings and joint restraints). Trench section and bedding per IRWD Std. W-17	LF	1,199	33.00	39,567.00	37.00	44,363.00	38.00	45,562.00	31.00	37,169.00
3	Furnish and Install 8" CML&CSP Pipeline, weld all joints. Construct CML&C joints per IRWD Std. W-20. Trench section and bedding per IRWD Std. W-17	LF	644	65.00	41,860.00	147.00	94,668.00	100.00	64,400.00	142.00	91,448.00
4	Furnish and Install 6" PVC (Purple) C900 DR 14 Pipeline (includes fittings and joint restraints). Trench section and bedding per IRWD Std. W-17	LF	660	30.00	19,800.00	31.00	20,460.00	27.00	17,820.00	24.00	15,840.00
5	Furnish and Install 8" Ductile Iron Pipe Spool, Cl. 350, FEXFE	LF	36	35.00	1,260.00	127.00	4,572.00	170.00	6,120.00	139.00	5,004.00
6	Furnish and Install 8" Flg. Butterfly Valve, Cl. 150 w/Valve Can Assembly per IRWD Std. W-22	EA	7	1,800.00	12,600.00	2,200.00	15,400.00	1,800.00	12,600.00	1,895.00	13,265.00
7	Furnish and Install 2 Wire CP Test Station per IRWD Std. CP-1	EA	3	1,800.00	5,400.00	1,100.00	3,300.00	1,650.00	4,950.00	611.00	1,833.00
8	Furnish and Install 1" Air/Vac Assembly per IRWD Std. W-11	EA	1	2,600.00	2,600.00	5,600.00	5,600.00	4,250.00	4,250.00	4,300.00	4,300.00
9	Furnish and Install Temporary Flush-out Assembly per IRWD Std. W-12	EA	1	2,200.00	2,200.00	5,200.00	5,200.00	3,150.00	3,150.00	1,900.00	1,900.00
10	Furnish and Install 16" Steel Casing per IRWD Std. W-21	LF	10	150.00	1,500.00	265.00	2,650.00	170.00	1,700.00	330.00	3,300.00
11	Raise Domestic Valve Cans	EA	7	300.00	2,100.00	676.00	4,732.00	400.00	2,800.00	409.00	2,863.00
SUB TOTAL					\$ 131,387.00		\$ 204,445.00		\$ 166,452.00		\$ 180,322.00

EXHIBIT "D"



674 NORTH BATAVIA STREET • ORANGE, CA 92868-1221
(714) 528-3232 • (714) 288-8641 FAX

CHANGE ORDER REQUEST

Toll Brothers
 Kris Cambell
 PA-18 S Hidden Canyon Capital

CONTRACT #
 Pco # 754-1
 Date 14-Jan-14
 Fax #

Delta 1 Changes

Item	Description	Quantity	UM	Unit Price	Total Price
1	12" C900 PVC	19	LF	\$ 55.00	\$ 1,045.00
2	1" Air Vac	(1)	EA	\$ 3,500.00	\$ (3,500.00)
3	Temp Flush Out	(1)	EA	\$ 3,100.00	\$ (3,100.00)
4	20" Steel Casing	10	LF	\$ 175.00	\$ 1,750.00
5	1" Water Service	1	EA	\$ 1,250.00	\$ 1,250.00
6	2" Reclaimed Service	4	EA	\$ 2,900.00	\$ 11,600.00
7	Remove Temp Blow Off & Join 10"	1	EA	\$ 2,450.00	\$ 2,450.00
8	10" C900 PVC	18	LF	\$ 46.00	\$ 828.00
9	18" Steel Casing	10	LF	\$ 165.00	\$ 1,650.00
10	Remove Temp Blow Off & Join 8"	1	EA	\$ 2,250.00	\$ 2,250.00
11	8" C900 PVC	26	LF	\$ 38.00	\$ 988.00
12	16" Steel Casing	10	LF	\$ 155.00	\$ 1,550.00
13	PRS (Including 12" Riser, Vavle & Flush Out)	1	EA	\$ 57,500.00	\$ 57,500.00
14	Join 18" w/ Concrete Collar	1	EA	\$ 1,850.00	\$ 1,850.00
15	18" RCP	46	LF	\$ 75.00	\$ 3,450.00
16	36" Basin w/ Traffic Grate	1	EA	\$ 1,950.00	\$ 1,950.00
17	CMU Wall	345	LF	\$ 190.00	\$ 65,550.00
18	20' Rolling Gate	1	EA	\$ 21,750.00	\$ 21,750.00
19	8" Concrete Driveway	227	SF	\$ 30.00	\$ 6,810.00
20	4" AC Pavement	6,281	SF	\$ 5.25	\$ 32,975.25
Grand Total					\$ 210,596.25

SUBMITTED BY: Elton Welham/Mike Kinney III

EXHIBIT "E"

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: PA 18S HIDDEN CANYON 12" DW
EPMS Project No: 11739 **EA No:** 1
Oracle Project No: 4680
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: January 30, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
130	100.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$315,700
Total EA Requests:	\$315,700
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$315,700
Updated Budget:	\$315,700
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	15,000	0	15,000	15,000	0	15,000	7/13	12/13
ENGINEERING DESIGN - OUTSIDE	20,000	0	20,000	20,000	0	20,000	7/13	12/13
DESIGN STAFF FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	7/13	12/13
ENGINEERING - CA&I IRWD	20,000	0	20,000	20,000	0	20,000	1/14	6/15
ENGINEERING - CA&I OUTSIDE	20,000	0	20,000	20,000	0	20,000	1/14	6/15
CONSTRUCTION FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	1/14	6/15
CONSTRUCTION	200,000	0	200,000	200,000	0	200,000	1/14	6/15
LEGAL	2,000	0	2,000	2,000	0	2,000	7/13	6/15
Contingency - 10.00% Subtotal	\$28,700	\$0	\$28,700	\$28,700	\$0	\$28,700		
Subtotal (Direct Costs)	\$315,700	\$0	\$315,700	\$315,700	\$0	\$315,700		
Estimated G/A - 170.00% of direct labor*	\$76,500	\$0	\$76,500	\$76,500	\$0	\$76,500		
Total	\$392,200	\$0	\$392,200	\$392,200	\$0	\$392,200		
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

1/30/14

Department Director: _____

Ken G. Burton

2/5/14

Finance: _____

[Signature]

2/11/14

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 \$401,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated into this authorization. No 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: PA 18S HIDDEN CANYON 6" & 8" RW
EPMS Project No: 31739 **EA No:** 1
Oracle Project No: 4681
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: January 30, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
230	100.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$315,700
Total EA Requests:	\$315,700
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$315,700
Updated Budget:	\$315,700
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	15,000	0	15,000	15,000	0	15,000	7/13	12/13
ENGINEERING DESIGN - OUTSIDE	20,000	0	20,000	20,000	0	20,000	7/13	12/13
DESIGN STAFF FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	7/13	12/13
ENGINEERING - CA&I IRWD	20,000	0	20,000	20,000	0	20,000	1/14	6/15
ENGINEERING - CA&I OUTSIDE	20,000	0	20,000	20,000	0	20,000	1/14	6/15
CONSTRUCTION FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	1/14	6/15
CONSTRUCTION	200,000	0	200,000	200,000	0	200,000	1/14	6/15
LEGAL	2,000	0	2,000	2,000	0	2,000	7/13	6/15
Contingency - 10.00% Subtotal	\$28,700	\$0	\$28,700	\$28,700	\$0	\$28,700		
Subtotal (Direct Costs)	\$315,700	\$0	\$315,700	\$315,700	\$0	\$315,700		
Estimated G/A - 170.00% of direct labor*	\$76,500	\$0	\$76,500	\$76,500	\$0	\$76,500		
Total	\$392,200	\$0	\$392,200	\$392,200	\$0	\$392,200		
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 1/30/14

Department Director:

Luigi J. Bunker 2/5/14

Finance:

[Signature] 2/7/14

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 \$400,000. This intent is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This 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: PA 18S HIDDEN CANYON 36" RW PIPELINE
EPMS Project No: 30487 **EA No:** 1
Oracle Project No: 5168
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: January 30, 2014

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

ID No.	Allocation %	Source of Funds
211	2.1	CAPITAL FUND
212	13.2	BONDS YET TO BE SOLD**
213	4.8	BONDS YET TO BE SOLD**
215	.7	CAPITAL FUND
221	13.2	BONDS YET TO BE SOLD**
230	9.6	BONDS YET TO BE SOLD**
235	7.9	PREVIOUSLY SOLD BONDS
240	7.7	BONDS YET TO BE SOLD**
250	31.7	BONDS YET TO BE SOLD**
261	9.1	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$1,998,200
Total EA Requests:	\$1,998,200
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$1,998,200
Updated Budget:	\$1,998,200
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	50,000	0	50,000	50,000	0	50,000	3/13	12/13
ENGINEERING DESIGN - OUTSIDE	150,000	0	150,000	150,000	0	150,000	3/13	12/13
DESIGN STAFF FIELD SUPPORT	20,000	0	20,000	20,000	0	20,000	3/13	12/13
ENGINEERING - CA&I IRWD	60,000	0	60,000	60,000	0	60,000	1/14	6/15
ENGINEERING - CA&I OUTSIDE	100,000	0	100,000	100,000	0	100,000	1/14	6/15
CONSTRUCTION FIELD SUPPORT	20,000	0	20,000	20,000	0	20,000	1/14	6/15
CONSTRUCTION	1,500,000	0	1,500,000	1,500,000	0	1,500,000	1/14	6/15
LEGAL	3,000	0	3,000	3,000	0	3,000	3/13	6/15
Contingency - 5.00% Subtotal	\$95,200	\$0	\$95,200	\$95,200	\$0	\$95,200		
Subtotal (Direct Costs)	\$1,998,200	\$0	\$1,998,200	\$1,998,200	\$0	\$1,998,200		
Estimated G/A - 170.00% of direct labor*	\$255,000	\$0	\$255,000	\$255,000	\$0	\$255,000		
Total	\$2,253,200	\$0	\$2,253,200	\$2,253,200	\$0	\$2,253,200		
Direct Labor	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000		

*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 1/30/14

Department Director:

Kevin J. Bunker 2/5/14

Finance:

[Signature] 2/7/14

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 \$2,253,200. It is further described in the attached staff report and additional documents, if any, which are hereby incorporate official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

AS
March 10, 2014
Prepared by: C. Kessler/KNL Lew/M. Cortez
Submitted by: K. Burton (KLB)
Approved by: Paul Cook / [Signature]

CONSENT CALENDAR

ON-CALL PLAN CHECK PROFESSIONAL SERVICES AGREEMENTS

SUMMARY:

Staff proposes to retain the services of three consultants to provide approximately 850 hours of plan checking services per firm on an on-call basis. Staff recommends that the Board authorize the General Manager to execute three Professional Services Agreements, each in the amount of \$100,000, with Hunsaker & Associates, PacRim Engineering and VA Consulting for on-call plan checking services.

BACKGROUND:

Over the last few years IRWD has relied on Hunsaker & Associates to assist staff with plan checking duties during periods of high development activity. Last year when activities increased significantly, staff inquired about the availability of additional support from other engineering firms who regularly work with IRWD. Based on availability, cost, and expertise, PacRim Engineering and VA Consulting were awarded agreements on a trial basis for \$30,000 each. These firms designated staff who are experienced with the most current IRWD construction specifications and design guidelines, and as a result, provided exceptional service. Staff anticipates that on-call plan check assistance will continue at a high level throughout 2014. Funding for the current agreements will be expended by March 2014.

Staff requested a fee schedule (attached as Exhibits "A", "B" and "C") from these consultants and determined that the rates are very satisfactory. Staff estimates that \$100,000 per consulting firm will provide approximately 850 hours of plan checking services per firm. Staff recommends executing Professional Service Agreements for on-call plan checking with Hunsaker & Associates, PacRim Engineering and VA Consulting for \$100,000 each.

FISCAL IMPACTS:

These professional services will be charged to the appropriate project number as determined by staff at the time that plans are submitted for review.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

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

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.

LIST OF EXHIBITS:

Exhibit "A" – Hunsaker & Associates Fee Schedule

Exhibit "B" – PacRim Engineering Fee Schedule

Exhibit "C" – VA Consulting Fee Schedule

EXHIBIT "A"



Hourly Rate Schedule

HUNSAKER & ASSOCIATES IRVINE, INC.

Principal	\$ 165/Hour
Project Manager	\$ 140/Hour
Office Technical Staff	\$ 112/Hour
Field Survey One-Person Crew	\$ 166/Hour
Field Survey Two-Person Crew	\$ 206/Hour
Field Survey Three-Person Crew	\$ 246/Hour

Offices Located In:

Irvine
J. Hughes
Irvine, CA 92616
(949) 583-1010
(949) 583-0759 FAX

Palm Desert
75-400 Gerald Ford Drive
Suite 107
Palm Desert, CA 92211
(760) 340-9092
(760) 340-9236 FAX

Los Angeles
36074 Avenue Hill
Suite 22
Valencia, CA 91353
(661) 294-2211
(661) 294-9890 FAX

Riverside
2900 Adams Street
Suite A-15
Riverside, CA 92504
(909) 352-7100
(909) 352-8269 FAX

San Diego
9707 Waples Street
San Diego, CA 92131
(619) 558-4500
(619) 558-1414 FAX

Arizona
1661 E. Camelback Road
Suite 215
Phoenix, AZ 85016
(602) 231-7500

The above rates are for all professional staff. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying.

It should be noted that our fee does not include the cost of reproductions, computer plotting or deliveries. Outside services will be invoiced directly to you through your suppliers or at cost plus 10% when invoiced through Hunsaker & Associates Irvine, Inc.

Invoicing will be on a monthly basis and payable within 30 days after receipt of our invoice. Should payment not be received within thirty (30) days, a one and one-half percent (1½%) per month late fee will be charged on any unpaid balance. Our standard hourly rate is subject to an increase on July 27, 2012.

All travel lodging, meals, onsite transportation, auto, or truck rental and fuel costs are reimbursable to H&A at cost plus 10% in addition to the stated fees.

EXHIBIT "B"



233 W. Cerritos Avenue
Anaheim, CA 92805
(714)683-0470
Fax: (714)683-0460
www.PacRimEngineering.Com

January 2, 2014

Kevin Burton, P.E.
Director of Engineering and Construction
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92619

SUBJECT: ON-CALL ENGINEERING SERVICES FOR PLAN CHECKING

Dear Mr. Burton:

PacRim Engineering, Inc. (PacRim) is pleased to present this proposal for the On-call Engineering Services for Plan Checking Services to Irvine Ranch Water District (IRWD).

It is our understanding that we will provide on-call plan checking services to assist the District staff with reviewing and checking improvement plans submitted to IRWD for approval. The general scope of work includes the following:


1. Perform plan review of improvement plans submitted for both initial IRWD approval and delta plan revisions.
2. Attend coordination meetings with District Development Services staff to review commentary made on improvement plan submittals.
3. Assist with improvement plan receipts, log-in and returns.

At your request, this assignment will be staffed by Ms. Amy Kok of PacRim Engineering Inc. Amy is knowledgeable and familiar with IRWD's Procedural Guideline, Construction Manual and the processing of improvement plans. She has over 17 years of experience in the field of civil engineering. She is available to fulfill the assignment upon your authorization.

The proposed billing rate for Ms. Kok is \$125.00 per hour. The services provided by her will be billed monthly.

We appreciate the opportunity and look forward to working with you on this important assignment. Should you have any questions regarding this proposal, please contact me at (714) 683-0471 or pliu@PacRimEngineering.com.

Respectfully Submitted,
PacRim Engineering, Inc.



Peter Liu, P.E.
Principal



January 10, 2014

Kelly Lew, P.E.
Senior Engineer, Development Services
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92619

Dear Kelly,

VA Consulting, Inc. (VA) is pleased to submit this proposal to continue providing **On-Call Plan Check Services** to assist with technical review and approval of engineering document submittals for the implementation of Irvine Ranch Water District (IRWD) infrastructure projects.

UNDERSTANDING OF THE WORK

IRWD seeks the services of an engineering firm to assist them in plan check of the submittals received from consultants in various phases of design. These projects may involve water, reclaimed water, sewer or storm runoff facility improvements. Plan check services will be provided as requested by IRWD for all technical submittals including, but not limited to, technical memoranda, basis of design calculations and reports, preliminary design reports, design plans, and Project Manuals.

VA will typically conduct plan check services at the IRWD offices; although, in certain cases as directed by the District, VA may conduct plan checks at our Irvine corporate office.

PLAN CHECK TEAM

For this work VA has assigned Charles McKinley, P.E., as Project Manager, and Nahid Heidarbashi, P.E., as primary Plan Checker. The VA team will be supported by the VA engineering staff as needed to address specialty disciplines such as storm drainage or structural designs.

PROPOSED FEES

We have provided VA's 2014 Standard Fee Schedule as an attachment to this proposal. The hourly rate for Mr. McKinley as Senior Plan Checker/Project Manager is \$140/hr, and for Ms. Heidarbashi, as a Plan Checker, is \$110/hr. VA's services will be conducted as requested, by the District, and be billed on a time-and-materials basis, per assignment, throughout the duration of this contract.

We look forward to the opportunity to continue to provide plan check services to IRWD. Should you have questions, please feel free to contact Charlie McKinley at (949) 474-1401, ext. 272 or me at ext. 212.

Sincerely,



Max P. Vahid, PE
President and CEO

MPV/sm

Enclosure: VA 2014 Fee Schedule

VA Consulting, Inc.
Corporate Office
Orange County Division
46 Discovery, Suite 250
Irvine, CA 92618

Phone 949.474.1400
Fax 949.261.8482

DS
 March 10, 2014 KNL
 Prepared by: K. Lew/M. Cortez
 Submitted by: K. Burton K.B.
 Approved by: Paul Cook P. Cook

CONSENT CALENDAR

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

SUMMARY:

The City of Irvine (City) recently completed its annual slurry seal and pavement rehabilitation project for miscellaneous areas throughout the City. Under a Reimbursement Agreement (RA) with the City, the project included work to raise existing sewer manhole covers and cleanouts, and water valve frames and lids to new pavement grade. Staff recommends that the Board:

- Authorize a budget increase for the Irvine Annual Street Rehabilitation, Project 11674 in the amount of \$121,000, from \$365,200 to \$486,200, Project 21674 in the amount of \$55,000, from \$199,100 to \$254,100, and Project 31674 in the amount of \$11,000, from \$14,300 to \$25,300;
- Approve Expenditure Authorizations for Projects 11714, 21714 and 31714 in the amounts of \$121,000, \$55,000 and \$11,000, respectively; and
- Approve Contract Change Order No. 2 in the amount of \$133,100 to the Reimbursement Agreement between IRWD and the City for the Irvine Annual Street Rehabilitation, Projects 11674, 21674 and 31674.

BACKGROUND:

IRWD and the City entered into an RA in April 2013 for the City’s annual slurry seal and street rehabilitation project, Capital Improvement Project 311203. The project had an estimated construction cost of \$554,400. After construction began, the City added approximately 1.6 million square feet of pavement rehabilitation to the project scope. The additional areas are shown in Exhibit “A”. The IRWD facilities within the additional area included 158 domestic and 18 recycled water valve frames and lids, one sewer cleanout and 65 sewer manholes. The work was performed at contract unit prices and RA Contract Change Order No. 2 is in the amount of \$133,100 as shown in Exhibit “B”.

FISCAL IMPACTS:

Projects 11674 (4270), 21674 (4271), and 31674 (4272) are included in the FY 2013-14 Capital Budget. Staff requests the budget adjustments and Expenditure Authorizations as 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
11674 (4270)	\$365,200	\$121,000	\$486,200	\$365,200	\$121,000	\$486,200
21674 (4271)	\$199,100	\$ 55,000	\$254,100	\$199,100	\$ 55,000	\$254,100
31674 (4272)	\$ 14,300	\$ 11,000	\$ 25,300	\$ 14,300	\$ 11,000	\$ 25,300
TOTAL	\$578,600	\$187,000	\$765,600	\$578,600	\$187,100	\$765,600

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.

COMMITTEE STATUS:

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

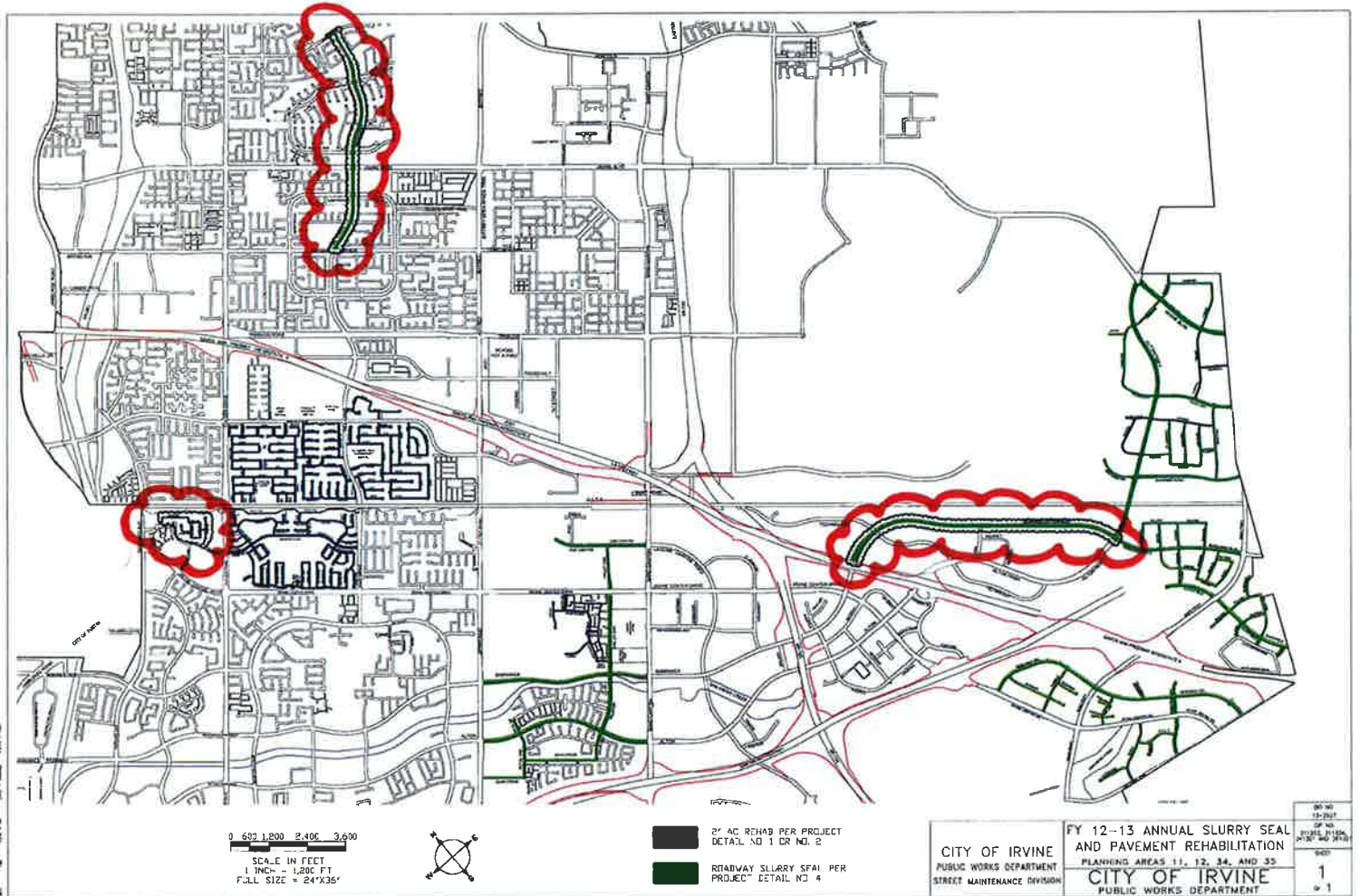
RECOMMENDATION:

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.

LIST OF EXHIBITS:

- Exhibit "A" – Vicinity Map
- Exhibit "B" – Contract Change Order No. 2
- Exhibit "C" – Expenditure Authorizations

EXHIBIT "A"



WEST NORTH 1/2(S)

EXHIBIT "B"

TRANSMITTAL MEMORANDUM

DATE: July 9, 2013
TO: All American Asphalt; Project File
FROM: Reza Jafari, Associate Engineer
PROJECT TITLE: Annual Slurry Seal and Pavement Rehabilitation Project
Bid No.: 13-2927

CHANGE PROPOSAL FOR CHANGE ORDER No. 2

DESCRIPTION OF WORK:

Perform AC Rehabilitation per Project Detail No. 2 and No. 3 in lieu of Slurry Seal for the following streets: Deerfield, Doe Trail, Fawn Glen and Morgan (422,825 SF).

Extra Work - Perform AC Rehabilitation per Project Detail No. 2 and No. 3 for the following local streets within the Windwood Gardens HOA: Capstone, Edgestone, Flagstone, Gladstone, Graystone, Millstone, and Riverstone (145,653 SF).

Extra Work - Perform Slurry Seal per Project Detail No. 4 for the following arterial streets within the City of Irvine: Yale Avenue from Bryan to Meadowood (422,420 SF), and Barranca Parkway from I-5 Freeway to Alton Parkway. (580,112 SF)

JUSTIFICATION:

The streets identified for AC Rehab in lieu of Slurry Seal and the new project locations are being added to the project due to the severe deterioration and condition of these streets and the available funding within the Slurry Seal/Street Rehab CIP Account to perform the recommended actions.

PAYMENT

Payment will be made at Contract Items at Contract Unit Prices or Adjustment of Compensation at Agreed Lump Sum in accordance with the Contract Special Provisions.
Total Estimated Cost - \$1,203,804.00

TIME

15 Working Days in accordance with Contract Special Provisions.

REMARKS:

None

SUMMARY OF CONTRACT COST STATUS

Original Contract Award Price	\$6,987,833.00
Preceding Changes (OCGP - Perimeter Rd./C Street)	\$274,833.00
This Change Order	<u>\$1,203,804.00</u>
FINAL CONTRACT COST	\$8,466,470.00

CITY OF IRVINE
Contract Change Order

Sheet 1 of 2

Change Requested by: Engineer Contractor

CCO No. 2	CIP No. 311203, 311304, 341301 and 361301	Description Annual Slurry Seal and Pavement Rehabilitation Project	Bid Number 13-2927
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To **All American Asphalt** Contractor

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.***

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Perform the following work in accordance with the Contract requirements at the unit prices provided in the bid schedule, as approved by the Engineer, as detailed in the Contract Documents and Special Provisions as follows:

- Perform AC Rehabilitation per Project Detail No. 2 and No. 3 in lieu of Slurry Seal Surfacing for the following streets: Deerfield, Doe Trail, Fawn Glen and Morgan.
- Add to the contract, AC Rehabilitation per Project Detail No. 2 and No. 3 for the following local streets: Capstone, Edgestone, Flagstone, Gladstone, Graystone, Millstone and Riverstone.
- Add to the contract, Slurry Seal Surfacing per Project Detail No. 4 for the following arterial streets: Yale Avenue from Bryan to Meadowood, and Barranca Parkway from I-5 Freeway to Alton Parkway.

INCREASE CONTRACT ITEMS AT CONTRACT UNIT PRICES:

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
6	Variable Depth Cold Milling (1/8" – 2")	310,000	SF	\$0.10	\$31,000.00
8	Pavement Fabric	520,000	SF	\$0.13	\$67,600.00
9	2" Asphalt Concrete Overlay	7,000	TN	\$62.00	434,000.00
11	Adjust Storm Drain Manhole Frame and Cover to Grade	4	EA	\$310.00	\$1,240.00
13	Cold Milling for Road Repairs Prior to Slurry Seal	250,000	SF	\$0.30	\$75,000.00
14	0.1' AC Paving for Road Repairs Prior to Slurry Seal	1,850	TN	\$98.00	\$181,300.00
15	Micro-Mill AC Pavement Prior to Slurry Seal	38,000	SF	\$0.14	\$5,320.00
17	Type II RAP Slurry Seal	65,000	SY	\$1.47	\$95,550.00
19	PCC Curb Ramp	30	EA	\$2,300.00	\$69,000.00
A-1	Install New IRWD Water Valve Frame and Cover to Grade	158	EA	\$550.00	\$86,900.00
A-2	Install New IRWD Recycled Water Valve Frame and Cover to Grade	18	EA	\$550.00	\$9,900.00
A-3	Install New IRWD Sewer Cleanout Frame and Cover to Grade	1	EA	\$550.00	\$550.00
A-4	Adjust Existing IRWD Sewer Manhole Frame and Cover to Grade	65	EA	\$550.00	\$35,750.00

IRWD TOTAL
 \$ 133,100.00

Total Estimated Increase: \$1,093,110.00

ADJUSTMENT OF COMPENSATION AT AGREED LUMP SUM:

Install extra Traffic Striping, Markings and Markers for new project locations identified above, as approved by the Engineer, in accordance with the Contract Documents and Special Provisions. All other requirements of the Standard Specifications and Special Provisions shall be in full force and effect.

In accordance with Section 3-2.4 of the Standard Specifications, the Contractor shall receive and agrees to accept a lump sum increase of \$63,154.00 for this change.

Total Cost: \$63,154.00

ADJUSTMENT OF COMPENSATION AT AGREED LUMP SUM:

Provide extra Traffic Control and Public Convenience for new project locations identified above, as approved by the Engineer, in accordance with the Contract Documents and Special Provisions. All other requirements of the Standard Specifications and Special Provisions shall be in full force and effect.


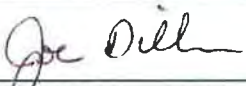
In accordance with Section 3-2.4 of the Standard Specifications, the Contractor shall receive and agrees to accept a lump sum increase of \$47,540.00 for this change.

Total Cost: \$47,540.00

These unit prices and adjustments constitute full and complete compensation for furnishing all labor, materials, tools, equipment, traffic control and incidentals, and for doing all the work, including all markups for this change order.

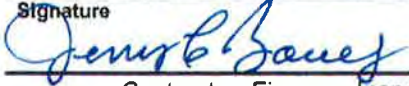
Estimated Cost: Decrease Increase **\$1,203,804.00**

By reason of this order, the time of completion will be adjusted as follows: 15 Working Days

Submitted by		
Signature 	(Print name & title) REZA JAFARI - ASSOCIATE ENGINEER	Date 7-10-13
Approval by		
Signature 	(Print name & title) JOE DILLMAN - STREET MAINTENANCE SUPERINTENDENT	Date 7/10/13

We, the undersigned Contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above, including, but not limited to, direct and indirect overhead expenses.

Notwithstanding any other provision in the Contract Documents, the City's issuance of a change order shall not constitute a waiver by the City of, or preclude the City in any way from, asserting any claim with respect to the same, including but not limited to, a claim of breach of contract or claim that the issued change order covers work included in the Scope of Work set forth in the Contract Documents for which the Contractor was not entitled to any additional funds.

Contractor Acceptance by: ALL AMERICAN ASPHALT		
Signature 	(Print name & title) PROJECT MGR. JERRY LE BOUEF	Date 7/9/13

cc: Contractor, Finance, Inspection, File

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: 2013 IRVINE ANNUAL STREET REHAB, SEWER ADJUSTMENTS

EPMS Project No: 21674 **EA No:** 2

Oracle Project No: 4271

Project Manager: CORTEZ, MALCOLM

Project Engineer: LEW, KELLY

Request Date: January 28, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
210	100.0	REPLACEMENT FUND**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$199,100
This Request:	\$55,000
Total EA Requests:	\$254,100
Previously Approved Budget:	\$199,100
Budget Adjustment Requested this EA:	\$55,000
Updated Budget:	\$254,100
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - CA&I IRWD	0	10,000	10,000	0	10,000	10,000	6/13	3/14
CONSTRUCTION	50,000	170,000	220,000	50,000	170,000	220,000	6/13	3/14
LEGAL	0	1,000	1,000	0	1,000	1,000	4/13	3/14
Contingency - 10.00% Subtotal	\$5,000	\$18,100	\$23,100	\$5,000	\$18,100	\$23,100		
Subtotal (Direct Costs)	\$55,000	\$199,100	\$254,100	\$55,000	\$199,100	\$254,100		
Estimated G/A - 170.00% of direct labor*	(\$1,000)	\$18,000	\$17,000	\$0	\$17,000	\$17,000		
Total	\$54,000	\$217,100	\$271,100	\$55,000	\$216,100	\$271,100		
Direct Labor	\$0	\$10,000	\$10,000	\$0	\$10,000	\$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:

Kelly Lew _____ 1/28/14

Department Director:

Kerry L. Burton _____ 1/31/14

Finance:

[Signature] _____ 2/5/14

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 \$277,000. This project is made under Treasury Regulation Section 1.150-2.

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: 2013 IRVINE ANNUAL STREET REHAB, RW ADJUSTMENTS

EPMS Project No: 31674 **EA No:** 2

Oracle Project No: 4272

Project Manager: CORTEZ, MALCOLM

Project Engineer: LEW, KELLY

Request Date: January 28, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
210	100.0	REPLACEMENT FUND**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$14,300
This Request:	\$11,000
Total EA Requests:	\$25,300
Previously Approved Budget:	\$14,300
Budget Adjustment Requested this EA:	\$11,000
Updated Budget:	\$25,300
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - CA&I IRWD	0	2,000	2,000	0	2,000	2,000	6/13	3/14
CONSTRUCTION	10,000	10,000	20,000	10,000	10,000	20,000	6/13	3/14
LEGAL	0	1,000	1,000	0	1,000	1,000	4/13	3/14
Contingency - 10.00% Subtotal	\$1,000	\$1,300	\$2,300	\$1,000	\$1,300	\$2,300		
Subtotal (Direct Costs)	\$11,000	\$14,300	\$25,300	\$11,000	\$14,300	\$25,300		
Estimated G/A - 170.00% of direct labor*	(\$200)	\$3,600	\$3,400	\$0	\$3,400	\$3,400		
Total	\$10,800	\$17,900	\$28,700	\$11,000	\$17,700	\$28,700		
Direct Labor	\$0	\$2,000	\$2,000	\$0	\$2,000	\$2,000		

*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 _____ 1/28/14

Department Director:


Kevin J. Burton _____ 1/31/14

Finance:

[Signature] _____ 2/5/14

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 \$30 additional documents, if any, which are hereby incorporated is further described in the attached staff report and official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-

AS
March 10, 2014
Prepared by: M. Cortez/M. Hoolihan/
S. Malloy/R. Mori
Submitted by: K. Burton ^{KUB}
Approved by: Paul Cook 

CONSENT CALENDAR

UPCOMING PROJECTS STATUS REPORT

SUMMARY:

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

BACKGROUND:

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

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

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

RECOMMENDATION:

RECEIVE AND FILE.





LIST OF EXHIBITS:

Exhibit "A" – Upcoming Projects Status Report

EXHIBIT "A"

IRWD UPCOMING PROJECTS STATUS REPORT

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


 March 10, 2014 
 Prepared by: K. Lew/M. Cortez
 Submitted by: K. Burton 
 Approved by: Paul Cook 

CONSENT CALENDAR

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

SUMMARY:

The City of Newport Beach (City) is rehabilitating Mesa Drive, between Birch Street and Bayview Avenue, in the Santa Ana Heights service area of IRWD. As part of the project, the City will replace and adjust existing water valve box covers and water meter boxes to new pavement finished grade under a Reimbursement Agreement (RA). Staff recommends that the Board:

- Authorize the addition of Project 11777 to the FY 2013-14 Capital Budget in the amount of \$144,100;
- Approve an Expenditure Authorization for Project 11777 in the amount of \$144,100; and
- Authorize the General Manager to execute an RA with the City for the Santa Ana Heights Pavement Restoration Project, Contract C-4707.

BACKGROUND:

The City’s project will rehabilitate the pavement of Mesa Drive, between Birch Street and Bayview Avenue, in the Santa Ana Heights service area of IRWD. Approximately 34 domestic water valve frames and lids, 19 water meter boxes and covers, nine 1-inch and two 2-inch water services will be installed or adjusted to new pavement grade. A portion of an existing 6-inch water pipeline will also be relocated as part of the project. A Vicinity Map is attached as Exhibit “A”. The estimated construction cost is \$95,000; the bid summary is attached as Exhibit “B”.

Since the City performs pavement rehabilitation projects infrequently, it requests that separate RAs be entered for each of its projects. The RA has been reviewed by IRWD’s legal counsel and is attached as Exhibit “C”.

FISCAL IMPACTS:

Project 11777 (5178) 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 to fund the project as shown in the table below and attached as Exhibit “D”.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11777 (5178)	\$-0-	\$144,100	\$144,100	\$-0-	\$144,100	\$144,100

ENVIRONMENTAL COMPLIANCE:

The 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.

In addition, the project referenced in this agreement is 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 February 18, 2014.

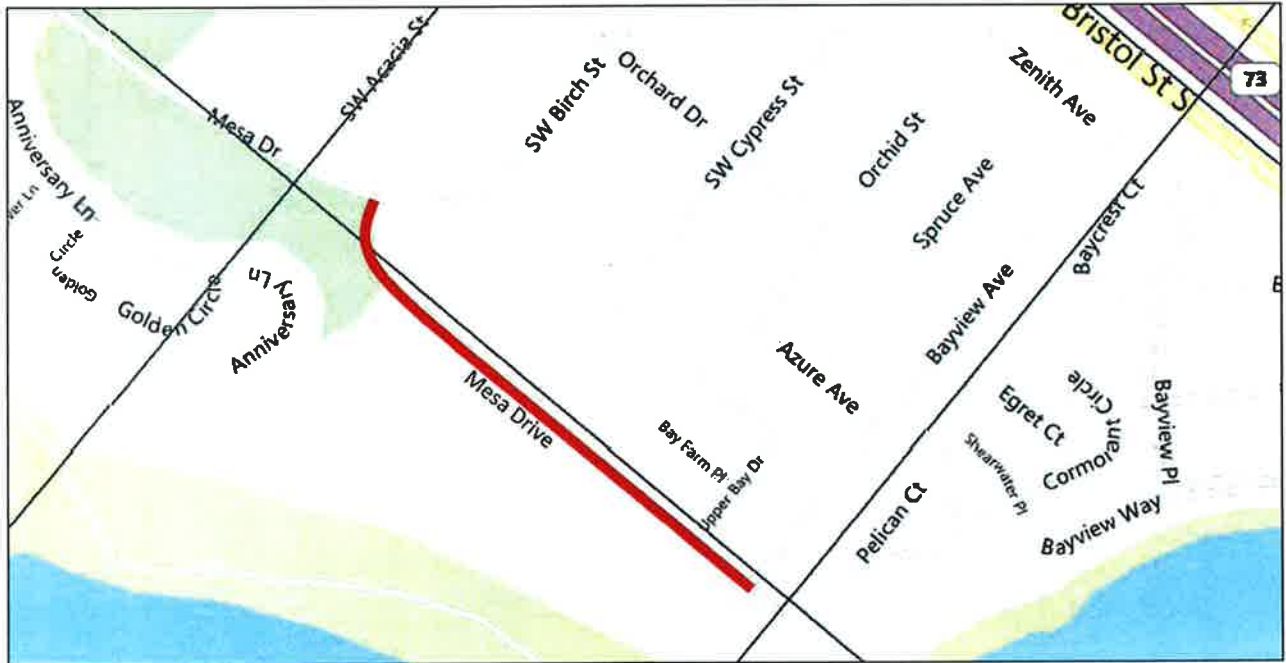
RECOMMENDATION:

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.

LIST OF EXHIBITS:

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

EXHIBIT "A"



Santa Ana Heights Pavement Restoration
Vicinity Map

EXHIBIT "B"

CITY OF NEWPORT BEACH PUBLIC WORKS DEPARTMENT

TITLE: Santa Ana Heights Pavement Restoration - IRWD Reimbursable Costs
 CONTRACT NO.: C-4707
 ENGINEER'S ESTIMATE: \$1,224,500.00
 PROJECT MANAGER: Patrick Arciniega

ITEM	DESCRIPTION	QUANTITY	Engineer's Estimate		All American Asphalt		IRWD Reimbursable Cost		
			UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	TOTAL
1	Mobilization	1	LS	\$17,000.00		\$17,000.00			
2	Traffic Control	1	LS	\$13,845.00		\$13,845.00			
3	Surveying Services	1	LS	\$16,000.00		\$16,000.00			
4	Remove and Construct P.C.C. Type A Curb and Gutter	3,100	LF	\$40.00		\$4,000.00			
5	Remove and Construct AC Type E Curb	200	LF	\$30.00		\$6,000.00			
6	Remove and Construct Rolled Curb	75	LF	\$38.00		\$2,850.00			
7	Remove and Construct 8-inch Thick P.C.C. Linear Gutter and/or Sounding	1,200	SF	\$14.00		\$16,800.00			
8	Remove and Construct 4-inch Thick P.C.C. Sidewalk	8,700	SF	\$12.00		\$104,400.00			
9	Cold Mill Asphalt Pavement (variable depth 0.17 to 0.25)	120,500	SF	\$0.25		\$30,125.00			
10	Roadway Excavation/Unclassified Excav.	1,050	CY	\$50.00		\$52,500.00			
11	Base Material CMG	1,200	TON	\$25.00		\$30,000.00			
12	Construct 2-inch Thick AC Overlay Course	3,150	TON	\$60.00		\$189,000.00			
13	Construct 4-inch Thick AC Base Course	800	TON	\$60.00		\$48,000.00			
14	Replace Existing Water Valve Box Frame and Cover and Adjust to Grade	34	EA	\$260.00		\$8,840.00			
15	As-Built Steel Manhole Frame and Cover to Grade	25	EA	\$405.00		\$10,125.00			
16	Adjust Storm Drain Manhole Frame and Cover to Grade	5	EA	\$460.00		\$2,300.00			
17	Install 24" Storm Drain Pipe	85	LF	\$150.00		\$12,750.00			
18	Construct P.C.C. Catch Basin	2	EA	\$3,500.00		\$7,000.00			
19	Construct P.C.C. Junction Structure	1	EA	\$3,500.00		\$3,500.00			
20	Remove Existing and Construct New Headwall	1	LS	\$3,500.00		\$3,500.00			
21	Abandon Existing Storm Drain and Remove Interfering portions of Storm Drain	1	LS	\$2,000.00		\$2,000.00			
22	Replace Existing Sewer Main Cleanout Frame and Cover and Adjust to Grade	25	EA	\$750.00		\$18,750.00			
23	Remove and Replace Electrical Pull Box	5	EA	\$1,000.00		\$5,000.00			
24	Adjust Water Meter Box and Cover to Grade	19	EA	\$290.00		\$5,510.00			
25	Adjust AT&T Handhole Box and Cover to Grade	5	EA	\$350.00		\$1,750.00			
26	Adjust CATV Handhole Box and Cover to Grade	9	EA	\$500.00		\$4,500.00			
27	Adjust Survey Monument Frame and Cover to Grade	38	EA	\$300.00		\$11,400.00			
28	Remove and Construct P.C.C. Access Ramp	7	EA	\$3,000.00		\$21,000.00			
29	Remove and Construct P.C.C. Driveway Approach	19	EA	\$1,500.00		\$28,500.00			
30	Remove and Reinstall Curb Drain	15	EA	\$125.00		\$1,875.00			
31	Prune Tree Root and Install Root Barrier	10	LF	\$15.00		\$150.00			
32	Remove Stamped Concrete	400	SF	\$2.00		\$800.00			
33	Landscaping/Ingrazon Street End	1	LS	\$25,000.00		\$25,000.00			
34	Storm Paving	4,450	LF	\$40.00		\$178,000.00			
35	Horse Trail	12,000	SF	\$2.50		\$30,000.00			
36	Horse Decorative Pavers	92	EA	\$250.00		\$23,000.00			
37	Traffic Striping	1	LS	\$8,000.00		\$8,000.00			
38	Remove & Replace Traffic Loops	18	EA	\$375.00		\$6,750.00			
39	Recoat/Replace Street Signs	3	EA	\$200.00		\$600.00			
40	Recoat/Replace Mail Boxes	14	EA	\$250.00		\$3,500.00			
41	As Built Plans	1	LS	\$5,000.00		\$5,000.00			
				EE	\$1,112,489.50	LOW	\$1,028,068.00		

Notes

- Quantity reduced by 8; new lateral required from main per IRWD
- see letters from All American Asphalt dated: 1/15/2014 & 1/31/2014

ADDITIVE WATER SERVICE ITEMS **	UNIT	AMOUNT	TOTAL
1" Service lateral from main	8	\$4,840.00	\$36,720.00
2" Service lateral from main	2	\$9,230.00	\$18,460.00
1" Service lateral from main and backflow device	1	\$7,480.00	\$7,480.00
Relocation of 8" water / this	1	\$18,150.76	\$18,150.76
GRAND TOTAL			\$89,510.76

EXHIBIT "C"

File No. 11777

REIMBURSEMENT AGREEMENT BETWEEN
IRVINE RANCH WATER DISTRICT
AND THE CITY OF NEWPORT BEACH
FOR
INSTALLATION AND ADJUSTMENT OF UTILITIES TO GRADE FOR
SANTA ANA HEIGHTS PAVEMENT RESTORATION PROJECT (CONTRACT C-4707)

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 NEWPORT BEACH, a municipal corporation, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, CITY proposes to construct pavement improvements for the Santa Ana Heights Pavement Restoration Project (Mesa Drive, from Birch Street to Bayview Avenue), Contract No. C-4707 (the "Project"), within the jurisdictional boundaries of DISTRICT and the City of Newport Beach; and

WHEREAS, such construction will necessitate the installation or adjustment to grade of approximately thirty-four (34) domestic water valve frames and covers, nineteen (19) domestic water meter boxes and covers, nine (9) 1-inch water services and two (2) 2-inch water services, one backflow device and relocation of an existing 6-inch water pipeline segment 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 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 \$92,000.00, 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 4 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 Newport Beach
3300 Newport Boulevard
P.O. Box 1768
Newport Beach, CA 92658
Attn: Patrick Arciniega, Senior Civil 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 NEWPORT BEACH
A Municipal Corporation

By _____
Dave Kiff
City Manager

Dated _____

By _____
Steve Badum
Director of Public Works

Dated _____

ATTEST:

By _____
Leilani Brown
City Clerk

Dated _____

APPROVED AS TO FORM:

By _____
Leonie Mulvihill
Assistant City Attorney

Dated _____

EXHIBIT "A"

CITY OF NEWPORT BEACH PUBLIC WORKS DEPARTMENT

TITLE: **Santa Ana Heights Pavement Restoration - IRWD Reimbursable Costs**

CONTRACT NO.:

C-4707

ENGINEER'S ESTIMATE:

\$1,224,500.00

PROJECT MANAGER:

Patrick Arciniega

ITEM	DESCRIPTION	QUANTITY	UNIT	Engineer's Estimate		All American Asphalt		IRWD Reimbursable Cost	
				AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	TOTAL
1	Mobilization	1	LS	\$17,000.00		\$17,000.00	\$51,999.00	\$51,999.00	
2	Traffic Control	1	LS	\$13,845.00		\$13,845.00	\$55,354.00	\$55,354.00	
3	Surveying Services	1	LS	\$16,000.00		\$16,000.00	\$10,000.00	\$10,000.00	
4	Remove and Construct P.C.C. Type A Curb and Gutter	2,100	LF	\$40.00		\$84,000.00	\$40.00	\$84,000.00	
5	Remove and Construct AC Type E Curb	200	LF	\$30.00		\$6,000.00	\$26.00	\$5,200.00	
6	Remove and Construct Rolled Curb	75	LF	\$39.96		\$2,997.50	\$43.00	\$3,225.00	
7	Remove and Construct 8-inch Thick P.C.C. Cross Gutter and/or Soandrel	1,200	SF	\$14.00		\$16,800.00	\$11.00	\$13,200.00	
8	Remove and Construct 4-inch Thick P.C.C. Sidewalk	5,700	SF	\$12.00		\$68,400.00	\$5.50	\$36,850.00	
9	Cold Mill Asphalt Pavement (variable depth 0.17 to 0.25)	120,500	SF	\$0.25		\$30,125.00	\$0.12	\$14,460.00	
10	Roadway Excavation/Unclassified Excav.	1,050	CY	\$50.00		\$52,500.00	\$35.00	\$36,750.00	
11	Base Material CMB	1,200	TON	\$25.00		\$30,000.00	\$11.00	\$13,200.00	
12	Construct 2-inch Thick AC Overlay Course	3,150	TON	\$95.00		\$299,250.00	\$88.00	\$214,200.00	
13	Construct 4-inch Thick AC Base Course	800	TON	\$95.00		\$76,000.00	\$60.00	\$48,000.00	
14	Replace Existing Water Valve Box Frame and Cover and Adjust to Grade	34	EA	\$260.00		\$8,840.00	\$250.00	\$8,500.00	34 \$250.00 \$8,500.00
15	Adjust Sewer Manhole Frame and Cover to Grade	25	EA	\$425.00		\$10,625.00	\$400.00	\$10,000.00	
16	Adjust Storm Drain Manhole Frame and Cover to Grade	5	EA	\$450.00		\$2,250.00	\$400.00	\$2,000.00	
17	Install 24" Storm Drain Pipe	85	LF	\$150.00		\$12,750.00	\$280.00	\$18,200.00	
18	Construct P.C.C. Catch Basin	2	EA	\$3,500.00		\$7,000.00	\$9,000.00	\$18,000.00	
19	Construct P.C.C. Junction Structure	1	EA	\$3,500.00		\$3,500.00	\$9,000.00	\$8,000.00	
20	Remove Existing and Construct New Headwall	1	LS	\$3,500.00		\$3,500.00	\$8,000.00	\$8,000.00	
21	Abandon Exist Storm Drain and Remove interfering portions of Storm Drain	1	LS	\$2,000.00		\$2,000.00	\$3,600.00	\$3,600.00	
22	Replace Existing Sewer Main Cleanout Frame and Cover and Adjust to Grade	25	EA	\$750.00		\$18,750.00	\$500.00	\$12,500.00	
23	Remove and Replace Electrical Pull Box	5	EA	\$1,000.00		\$5,000.00	\$500.00	\$2,500.00	
24	Adjust Water Meter Box and Cover to Grade *	19	EA	\$250.00		\$5,510.00	\$200.00	\$3,800.00	11 \$200.00 \$2,200.00
25	Adjust AT&T Handhole Box and Cover to Grade	5	EA	\$900.00		\$2,500.00	\$150.00	\$750.00	
26	Adjust CATV Handhole Box and Cover to Grade	9	EA	\$500.00		\$4,500.00	\$250.00	\$2,250.00	
27	Adjust Survey Monument Frame and Cover to Grade	38	EA	\$300.00		\$11,400.00	\$500.00	\$18,000.00	
28	Remove and Construct P.C.C. Access Ramp	7	EA	\$3,000.00		\$21,000.00	\$1,500.00	\$10,500.00	
29	Remove and Construct P.C.C. Driveway Approach	19	EA	\$1,500.00		\$28,500.00	\$2,200.00	\$41,800.00	
30	Remove and Reinstall Curb Drain	15	EA	\$125.00		\$1,875.00	\$230.00	\$3,450.00	
31	Prune Tree Root and Install Root Barrier	10	LF	\$25.00		\$250.00	\$25.00	\$250.00	
32	Remove Stamped Concrete	400	SF	\$2.00		\$800.00	\$2.00	\$800.00	
33	Landscaping/Irrigation Street End	1	LS	\$25,000.00		\$25,000.00	\$30,000.00	\$30,000.00	
34	Horse Railing	4,450	LF	\$35.00		\$155,750.00	\$38.00	\$169,100.00	
35	Horse Trail	12,000	SF	\$2.50		\$30,000.00	\$1.60	\$19,200.00	
36	Horse Decorative Pilasters	22	EA	\$250.00		\$5,500.00	\$2,500.00	\$5,000.00	
37	Traffic Striping	1	LS	\$8,000.00		\$8,000.00	\$24,000.00	\$24,000.00	
38	Remove & Replace Traffic Loops	18	EA	\$375.00		\$6,750.00	\$225.00	\$4,050.00	
39	Relocate/Reset Street Signs	3	EA	\$200.00		\$600.00	\$60.00	\$180.00	
40	Relocate/Reset Mail Boxes	14	EA	\$250.00		\$3,500.00	\$300.00	\$4,200.00	
41	As Built Plans	1	LS	\$5,000.00		\$5,000.00	\$1,000.00	\$1,000.00	
EE				\$1,112,499.50	LOW	\$1,068,068.00			

Notes

* Quantity reduced by 8; new lateral required from main per IRWD

** see letters from All American Asphalt dated: 1/15/2014 & 1/31/2014

ADDITIVE WATER SERVICE ITEMS **	UNIT	AMOUNT	TOTAL
1" Service lateral from main	8	\$4,840.00	\$38,720.00
2" Service lateral from main	2	\$6,230.00	\$16,460.00
1" Service lateral from main and backflow device	1	\$7,480.00	\$7,480.00
Relocation of 6" water line	1	\$18,150.76	\$18,150.76
GRAND TOTAL			\$91,510.76

C - 10

EXHIBIT "D"

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: SAH PAVT REHAB, CITY OF NBCH, CONTRACT C-4707
EPMS Project No: 11777 **EA No:** 1
Oracle Project No: 5178
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: February 7, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
101	100.0	REPLACEMENT FUND**
Total	100.0%	

Summary of Direct Cost Authorizations

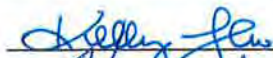
Previously Approved EA Requests:	\$0
This Request:	\$144,100
Total EA Requests:	\$144,100
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$144,100
Updated Budget:	\$144,100
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - CA&I IRWD	10,000	0	10,000	10,000	0	10,000	2/14	6/14
CONSTRUCTION	120,000	0	120,000	120,000	0	120,000	2/14	6/14
LEGAL	1,000	0	1,000	1,000	0	1,000	2/14	6/14
Contingency - 10.00% Subtotal	\$13,100	\$0	\$13,100	\$13,100	\$0	\$13,100		
Subtotal (Direct Costs)	\$144,100	\$0	\$144,100	\$144,100	\$0	\$144,100		
Estimated G/A - 170.00% of direct labor*	\$17,000	\$0	\$17,000	\$17,000	\$0	\$17,000		
Total	\$161,100	\$0	\$161,100	\$161,100	\$0	\$161,100		
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:



2/7/14

Department Director:



2/17/14

Finance:



2/12/14

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 \$165,000. 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.

10/8
March 10, 2014
Prepared by: R. Mori
Submitted by: K. Burton *K.B.*
Approved by: Paul Cook *P. Cook*

CONSENT CALENDAR

AUTOMATION SUPPORT CONSULTANT SERVICES

SUMMARY:

For the past several years, staff has successfully utilized various engineering consultants to provide automation support services for multiple capital projects. Based on the recent departure of key automation staff in the Engineering Department, additional automation consultant support is required. Staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement, for an amount not-to-exceed \$250,000, with Vertech for automation support services.

BACKGROUND:

The District's engineering automation staff consisted of two key individuals: a senior electrical engineer and an automation programmer. This staff, supported by additional operations field automation staff, was responsible for keeping the hardware and software automation systems fully operational on a continuous basis, allowing the District to operate its water and sewage facilities remotely with minimal after hours support. This group was also responsible for the design, construction support, and commissioning of the automation systems required for all District capital projects.

With the recent staff changes, the Engineering Department will be unable to support current and upcoming capital projects with in-house personnel. Specifically, those key individuals were anticipated to perform the PLC programming, HMI development, and commissioning services for several projects currently in construction including the Syphon Reservoir Interim Facilities, Portola Zone 9 and Manning BPS Generators, Baker Raw Water Pump Station, Well OPA-1 Wellhead and Disinfection Facilities, Hidden Canyon Booster Pump Stations, Well 115 Wellhead Equipping, and the Michelson Lift Station Relocation.

Professional Services Agreement to Vertech:

Staff has evaluated the upcoming work on these projects and has identified the immediate need for automation support from individuals who are familiar with the District's automation hardware and software systems, programming standards and requirements, and automation development processes. Additionally, familiarity with IRWD's automation implementation practices and field automation staff is necessary to ensure that these projects continue in accordance with their respective construction schedules.

Staff recommends that a Professional Services Agreement, in the amount of \$250,000, be executed with Vertech to provide the needed services for the projects described above. Vertech staff has been involved with the District for the past several years on several important projects including the LAWRP 2005 Upgrades, the Irvine Desalter Project, and most recently the Wells

21 and 22 Desalter Project. Vertech staff was also integral in supporting the initial development of the District's automation programming standards and requirements, which provides Vertech with unparalleled knowledge of IRWD's automation systems, standards, and processes. A copy of Vertech's billing rate schedule is provided as Exhibit "A". The proposed billing rates are comparable with those of other automation consultants currently performing work at the District.

FISCAL IMPACTS:

Automation support services will be provided for projects that are included in the FY 2013-14 Capital Budget. The available budgets and existing Expenditure Authorizations for those projects will be used to fund these services.

ENVIRONMENTAL COMPLIANCE:

Activities such as executing agreements for consulting services 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. In addition, the specific projects identified herein, are subject to CEQA and have either already completed, or are currently undergoing, the CEQA review process.

COMMITTEE STATUS:

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

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.

LIST OF EXHIBITS:

Exhibit "A" – Vertech Billing Rate Schedule



February 13, 2014

Richard Mori
Irvine Ranch Water District
 15600 Sand Canyon Avenue
 Irvine, CA 92619

Quote #: **Q140019.1**

RE: IRWD – Scheduled Service

PROJECT

Thank you for the opportunity to provide our world class industrial automation engineering services. I enjoyed meeting with you recently and appreciate the time you, Michelle and Chris took to explain your needs. In response to that meeting, we are providing you with a list of the Vertech engineers, their resumes, as well billing rates. I will follow up with you in a couple of days to discuss this proposal and answer any questions you may have.

SCOPE AND PRICING

Vertech has the following engineers available that would be able to provide IRWD with scheduled service as needed. Resumes are attached in Appendix A.

	Hourly Billing Rate
Ron Smith – Sr. Controls Engineer	\$165
Titus Crabb* – Consultant (as needed)	\$165
John Wolnisty* – Sr. Programmer	\$130
John James* – Sr. Control Systems Engineer	\$130
Julia Jacky* – Control Systems Engineer	\$130
Kris Grindstaff* – Industrial Programmer III, Cyber Security Specialist	\$130
Chad Charman* – Project Manager/Control Systems Integrator II	\$130
Kevin Wang* – Controls Engineer	\$120

Q140019.1: IRWD - Scheduled Service

Vertech Industrial Systems, LLC
 13844 Alton Parkway, Ste. 137
 Irvine, CA 92618
 Phone 949-596-7986 Fax 877-387-0277
www.verttech.com

NOTES

1. The following is not provided:
 - Any permits or other governmental fees required for physical installation of any equipment
 - Sales, use or TPT tax as may be required by law
 - Additional hardware required to accommodate any changes requisitions during the course of designing or building the system
 - Any services or hardware not specified by this proposal document
2. The people marked with an asterisk will bill at their listed rate and travel costs plus 10%.
Julia Jacky will incur travel costs only until March 3, 2014.

PAYMENT AND AVAILABILITY

- Net 30 days
- Pricing is good for 60 days from date of this proposal
- Lead time: 3-4 Weeks Please reconfirm lead time at time of order

CONTACT INFORMATION

Please contact me with any questions regarding this proposal or to place an order

Lisa Hackett
480.756.2300 x7201 Office
949.326.3847 Mobile
lhackett@verttech.com

05
March 10, 2014
Prepared by: S. Malloy
Submitted by: K. Burton
Approved by: Paul Cook

CONSENT CALENDAR

MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION VARIANCE

SUMMARY:

The Michelson Water Recycling Plant (MWRP) Phase 2 Expansion is currently being constructed by J. R. Filanc Construction Company (Filanc). Additional effort is needed by the SCADA consultant to complete tasks and to provide a programmer during the remainder of start-up activities. Staff recommends that the Board authorize the General Manager to execute Variance No. 8 in the amount of \$108,912 with Delta Systems Engineering (Delta) for supplemental services associated with start-up and commissioning activities.

BACKGROUND:

Construction of the MWRP Phase 2 Expansion was awarded to Filanc in July 2009 in the amount of \$87,479,450. This project will expand the recycled water production capacity of MWRP to 28 million gallons per day.

Variance No. 8:

Delta has been providing SCADA programming and start-up services since the start of the project. Staff requested Delta to perform additional programming tasks to allow better operational control of the new treatment processes. These tasks were outside of Delta's existing scope of work. To address the extended construction schedule and ensure the successful completion of the project, Delta will provide a part-time senior SCADA programmer until June 1, 2014, to support the start-up and commissioning activities.

Variance No. 8 includes:

- Add the MBR Permeate Turbidity Violation derived function block (DFB) programming and Human-Machine Interface (HMI) screen;
- Modify the Ultraviolet Disinfection System Programmable Logic Controller (PLC) programming and HMI screens and modify contact time (CT) and chlorine dosing calculations;
- Make PLC-19 Data Concentrator for Harvard Avenue Trunk Sewer PLC and HMI screen changes;
- Add a new motor operated valve (MOV) for the wetlands site and make HMI screen changes;
- Create additional HMI screens for eight existing MWRP groundwater pumps to be consistent with the new groundwater pumps installed as part of the Phase 2 Expansion;
- Provide staff to support continuing startup and commissioning activities.

Variance No. 8, in the amount of \$108,912 is attached as Exhibit "A" and describes the services in more detail.

FISCAL IMPACTS:

The MWRP Phase 2 Expansion and Flood Protection Improvements, Projects 20214 (1599) and Project 30214 (1706), are included in the FY 2013-14 Capital Budget. The existing budgets and Expenditure Authorizations are sufficient to fund the variance.

ENVIRONMENTAL COMPLIANCE:

The Michelson Water Recycling Plant Phase 2 Expansion and Flood Protection Improvements, Projects 20214 (1599) and 30214 (1150), are subject to the California Environmental Quality Act (CEQA) and in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7, an Environmental Impact Report, SCH # 2005051174, was certified by the lead agency on February 27, 2006.

COMMITTEE STATUS:

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

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).

LIST OF EXHIBITS:

Exhibit "A" – Variance No. 8 with Delta Systems Engineering

EXHIBIT "A"

IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

Project Title: IRWD-Michelson Water Plant Phase 2 Control System Integration

Project No.: 20214

Date: 1/30/13

Purchase Order No.:

Variance No.: 8

Originator: IRWD ENGINEER/CONSULTANT Other (Explain)_____

Description of Variance (*attach any back-up material*):

Provide additional programming and HMI software development for various tasks, and provide professional staff to support on-going testing and commissioning for the MWRP Phase II Plant Expansion Project.

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Project Manager	20	180.00	3,600			3,600
Senior Integrator	583	134.00	78,122			78,122
Staff Integrator	204	125.00	25,500			25,500
Admin	26	65.00	1,690			1,690
Total \$ =						108,912

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule
1	MBR Permeate Turbidity Violation DFB	None	4 weeks	March 31, 2014
2	UV System PLC and HMI Screens and CT and Chlorine Dosing Calculations	None	3 weeks	March 31, 2014
3	Add PLC-19 for IIATS PLC and HMI Screens	None	3 weeks	March 31, 2014
4	Add MOV to Wetlands HMI Screen	None	3 weeks	March 31, 2014
5	Add HMI Screens for 8 Existing Groundwater Pumps	None	3 weeks	March 31, 2014
6	Part-Time Senior Integrator for Startup Support	March 31, 2014	8 weeks	June 1, 2014

Required Approval Determination:

Total Original Contract	\$1,131,041.13	<input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000.
Previous Variances	\$525,461.00	
This Variance	\$108,912.00	<input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000.
Total Sum of Variances	\$634,373.00	
New Contract Amount	\$1,765,414.13	<input type="checkbox"/> Board: Single Variance greater than \$60,000.
Percentage of Total Variances to Original Contract	56.09%	<input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.

ENGINEER/CONSULTANT: Delta Systems Engineering_

IRVINE/RANCH WATER DISTRICT

Delta Systems Engineering
Company Name

2/6/14
Date

SRM Kari Burt
Department Director

2/11/14
Date

Delta Systems Engineering
Project Engineer/Manager

2/6/14
Date

General Manager/Comm./Board

Date

Delta Systems Engineering
Engineer's/Consultant's Management

2/6/14
Date

General Manager/Comm./Board

Date

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: IRWD-Michelson Water Reclamation Plant _____

Phase 2 Control System Integration _____

Project No.: 20214 _____ Project Manager: Steve Malloy _____

Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	Project CR#091; Programming-out of scope & extra effort Tasks	12/29/10	8/26/11	98,389
2	Project Coord & QA/QC Control-Extended Contract terms	10/18/12	11/29/12	50,000
	QA/QC HMI Conversion of 3 rd party PLC's	10/18/12		20,000
3	PLC-200 Updates	2/5/13	3/22/13	29,084
4	Wonderware Upgrade to Ver. 2012	4/16/13	4/17/13	26,928
5	PLCs 9, 300 & 700 changes	4/16/13	4/22/13	29,898
6	Emergency generators, Turblex Aeration Blowers, ChemPump DFB programming	5/22/13		24,089
7	Professional staff to support on-going integration	6/27/13		247,073
8	Additional PLC and HMI software development for various tasks, and on-going testing.	1/30/14		108,912

January 31, 2014

Mr. Steve Malloy, PE
Irvine Ranch Water District
P.O. Box 57000
Irvine, CA 92619-7000

Re: IRWD Michelson WRP Phase II Variance 8

IRWD Project No.: 20214
DeltaSE Project No.: 1551.01
Proposal No.: 2013.05.2083

Dear Steve,

We are submitting the follow proposal for additional programming services requested by IRWD for the Michelson WRP Phase II project. The changes are described below.

Task 1 – Change Request to add the MBR Permeate Turbidity Violation DFB and HMI Screen Changes:

Per the District's request, we have provided additional programming time to modify SCADA to include the requirements for a MBR Permeate Turbidity Violation. This includes creating a new DFB for MBR Permeate Turbidity Violation and changes to the PLC and HMI programming and HMI screens. See Attachment 1 for details.

Task 2 – Modify UV System PLC Programming and HMI Screens and Modify CT and Chlorine Dosing Calculations:

The District has requested PLC and HMI programming changes to the UV System due to the addition of a new manual valve, and related piping changes. Additionally, changes to the CT calculations and Chlorine Dosing Calculations are required. The changes require modifications to the existing DFBs, HMI screens, and documentation.

Task 3 – PLC-19 Data Concentrator for HATS PLC and HMI Screen Changes:

Per the District's request, we have provided additional programming time to include PLC-19 as part of the HATS site HMI screens. The PLC-19 has I/O that is part of the existing HATS screens that was not included in the original scope of the contract.

Task 4 – New MOV Added to the Wetlands Site and HMI Screen Changes:

Per the District's request, we have provided additional programming time to add a new MOV that was installed by the District in late 2013. The new MOV was not included in the original scope of the contract.

Task 5 – Create Additional HMI Screens for 8 Existing Groundwater Pumps:

The District requests new HMI screens for 8 existing groundwater pumps that were not included in the original scope of the contract. The pumps to be added are numbered 2, 3, 4, 5, 7, 8, 9, and 10. These pumps are similar to GW-137, 138, and 139 (formerly wells 11, 12, and 13). We will use the existing templates and DFBs to create the new screens for the additional pumps. See Attachment 2 for details.

Task 6 – Provide Part-Time Staff of One Senior Integrator to Provide Continuing Startup and Commissioning Support:

The final project completion date for the Michelson MWRP Phase II Expansion project has been further extended from the plan in Variance 7. Additionally, per Variance 7, DeltaSE agreed to provide one Senior Integrator from November 1, 2013 to March 31, 2014 at 65% utilization, or an average of 3 days per week. The total planned hours for this line item in Variance 7 was 549 hours between those dates. Since November 1, 2013, DeltaSE was required to provide added value to the project by having a Senior Integrator full-time on-site to support the General Contractor.

In addition, Delta has provided extensive troubleshooting support to identify problems related to electrical wiring as well as configuration and calibration of instrumentation provided by the contractor. This is clearly outside of DeltaSE's scope of work to provide SCADA system integration services. But, DeltaSE has provided this service in good faith to minimize schedule impact to the project as a whole as problems occur, and the root cause needs to be quickly identified.

Therefore, we are requesting recovery of costs for the full-time support of Filanc's testing and commissioning efforts that are in excess of the estimated 549 hours since November 1, 2013 through February 28, 2014. Additionally, we agree to provide one Senior Integrator for 65% time support of the Plant SCADA system from March 1, 2014 through June 1, 2014. The following table shows the man-hour breakdown for this task:

Full Time Staff Support Onsite November 1, 2013 - February 28, 2014	680.0
Minus Previous Variance 7 Hours at 65%	-439.0
65% Time Staff Support Onsite April 1, 2014 - June 1, 2014	342.0
Minus Variance 8 Budgeted Hours for Tasks 1-5	-146.0
Totals Hours For This Time Extension	437.0

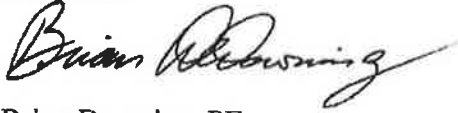
For each of the aforementioned tasks, we will provide project management support, PLC and HMI programming, testing to be witnessed by the District, update the documentation, and training. Additional labor hours required beyond those included in this estimate must be authorized by the District before we proceed.

Based on the work described in this variance, the estimated cost for completion of these tasks is listed in the fee matrix below:

Task #	Task Description	Senior Project Manager	Senior Integrator 3	Integrator 9	Admin	Total Hrs.
1	Change Request to add the MBR Permeate Turbidity Violation DFB and HMI Screen Changes, project management, programming, testing, deployment to production, documentation, training.	4.0	60.0	24.0	2.0	90.0
2	Modify UV System PLC Programming and HMI Screens and Modify CT and Chlorine Dosing Calculations, project management, programming, testing, deployment to production, documentation, training.	4.0	50.0	20.0	2.0	76.0
3	PLC-19 Data Concentrator for HATS PLC and HMI Screen Changes, project management, programming, testing, deployment to production, documentation, training.	4.0	10.0	40.0	2.0	56.0
4	New MOV Added to the Wetlands Site and HMI Screen Changes, project management, programming, testing, deployment to production, documentation, training.	4.0	10.0	40.0	2.0	56.0
5	Create Additional HMI Screens for 8 Existing Groundwater Pumps, project management, programming, testing, deployment to production, documentation, training.	4.0	16.0	80.0	2.0	102.0
6	Provide Part-Time Staff of One Senior Integrator to Provide Continuing Startup and Commissioning Support from April 1, 2014 through June 1, 2014, weekly support, meetings, documentation, training.		437.0		16.0	453.0
	Totals:	20.0	583.0	204.0	26.0	833.0
	Std Hourly Rates:	\$180.00	\$134.00	\$125.00	\$65.00	
	Total Fees:	\$3,600	\$78,122	\$25,500	\$1,690	\$108,912

Please contact me directly if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Downing". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian Downing, PE
President, CEO

2 attachments

January 28, 2014

ATTACHMENT 1

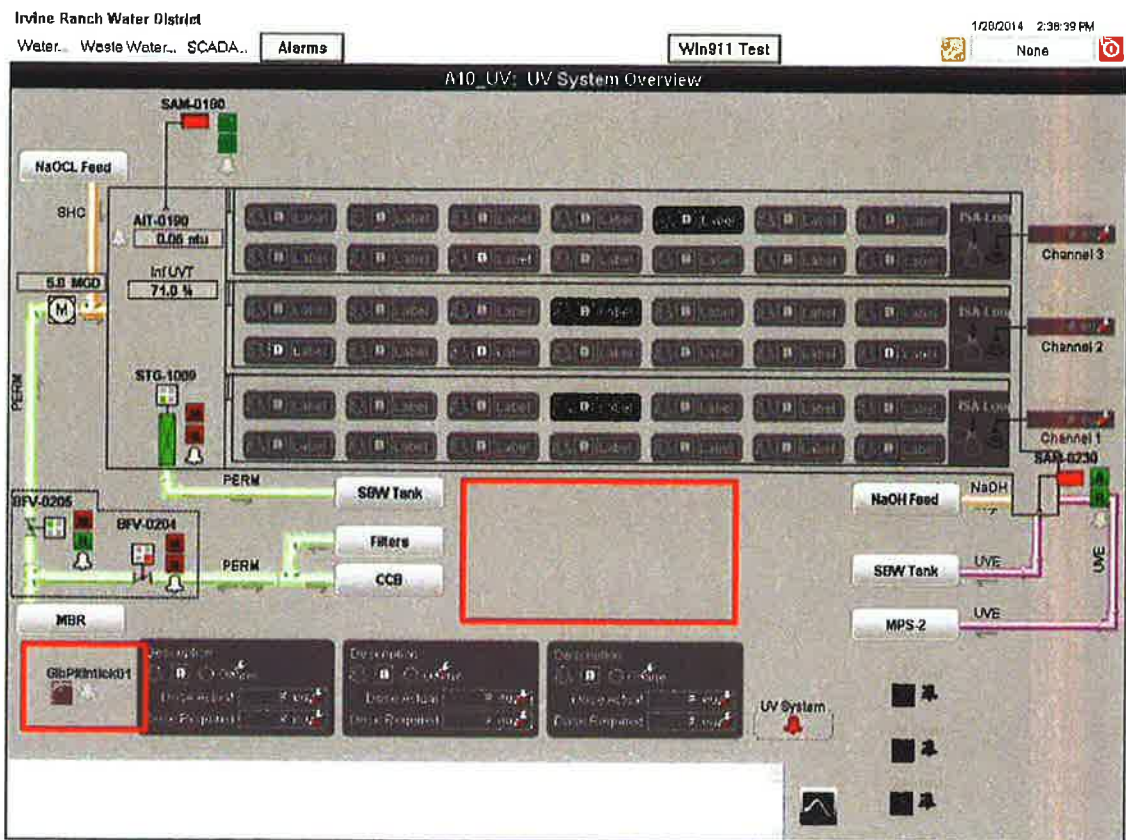
Change Request:

Modify SCADA to include the requirements for a MBR Permeate Turbidity Violation. Create a new DFB for MBR Permeate Turbidity Violation.

There is a turbidity meter installed in the UV Inlet Channel (AIT-0190).

- Cannot exceed 0.2NTU for 0.5% of the time (72 minutes) over a 24 hour average.
- Cannot exceed 0.5 NTU at anytime.

Create a new box called on the UV system overview screen called "MBR Permeate"

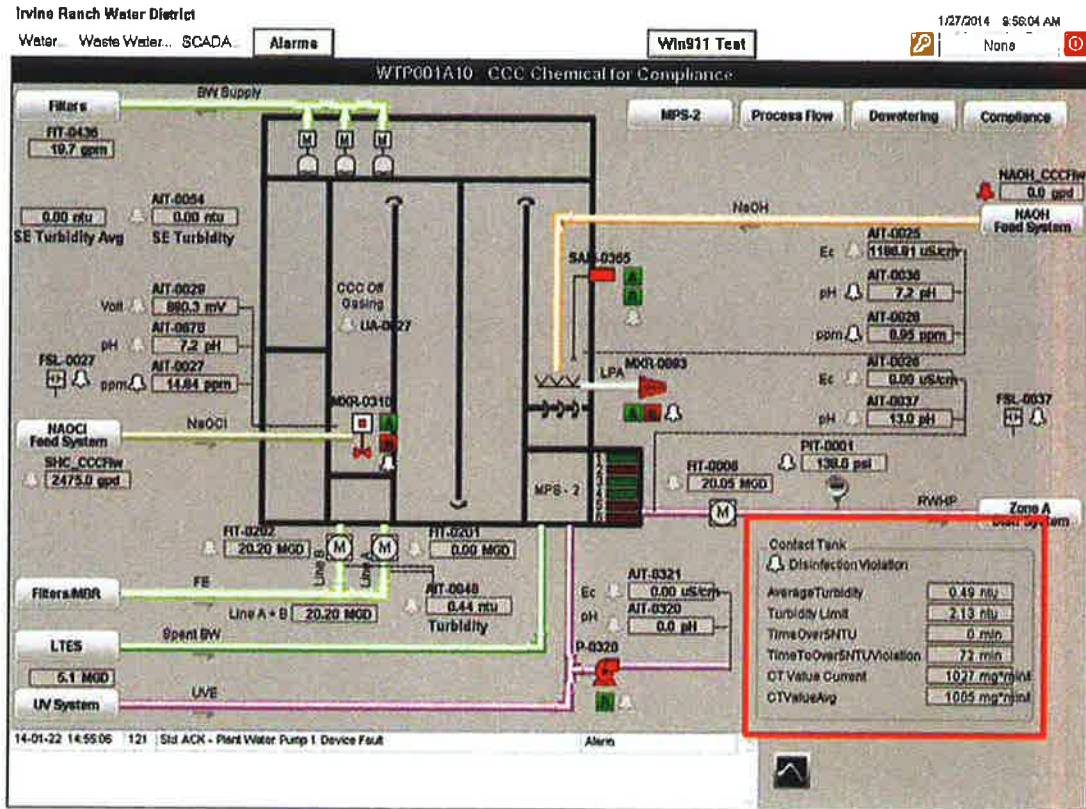


The MBR Permeate box will be similar to the Contact Tank Disinfection Violation box shown on the CCC Chemical for Compliance screen.

The box will include.

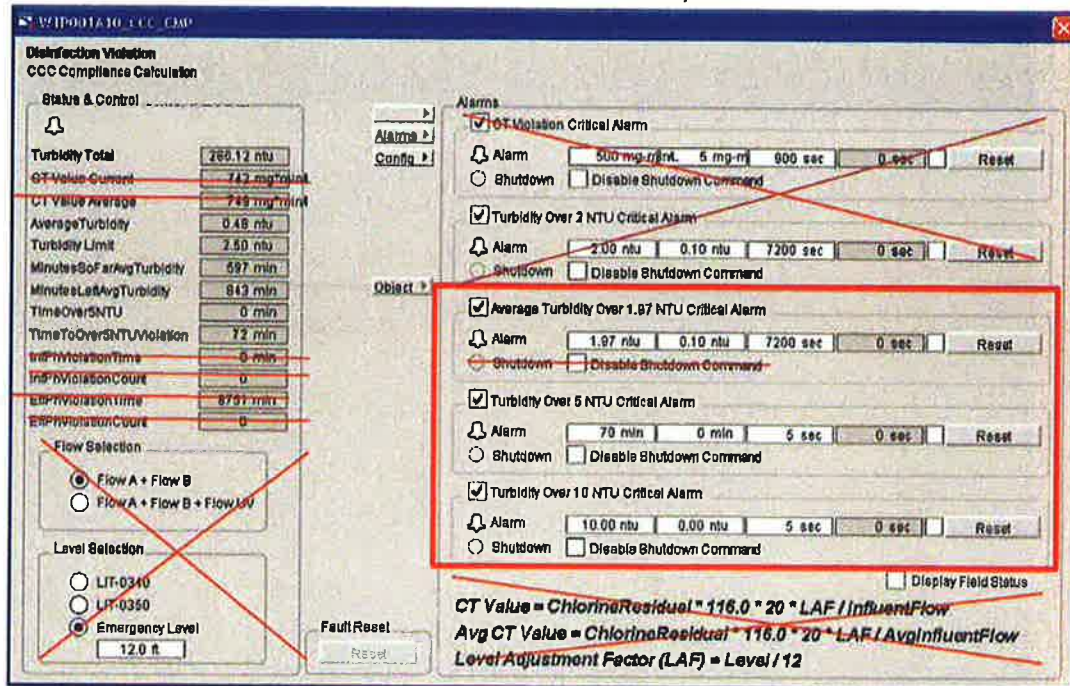
- Alarm Bell labelled "Turbidity Violation"
- Average Turbidity
- Time Over 0.2 Violation
- Time to Over 0.2 Violation

January 28, 2014



January 28, 2014

For the popup associated with the MBR Permeate Turbidity Violation.



Include the three alarms similar to those on the Contact Tank Popup. These alarms shall be:

- MBR Permeate Turbidity Warning (Operator selects the NTU and time)
- Turbidity Over 0.2 NTU Critical Alarm
- Turbidity Over 0.5 NTU Critical Alarm

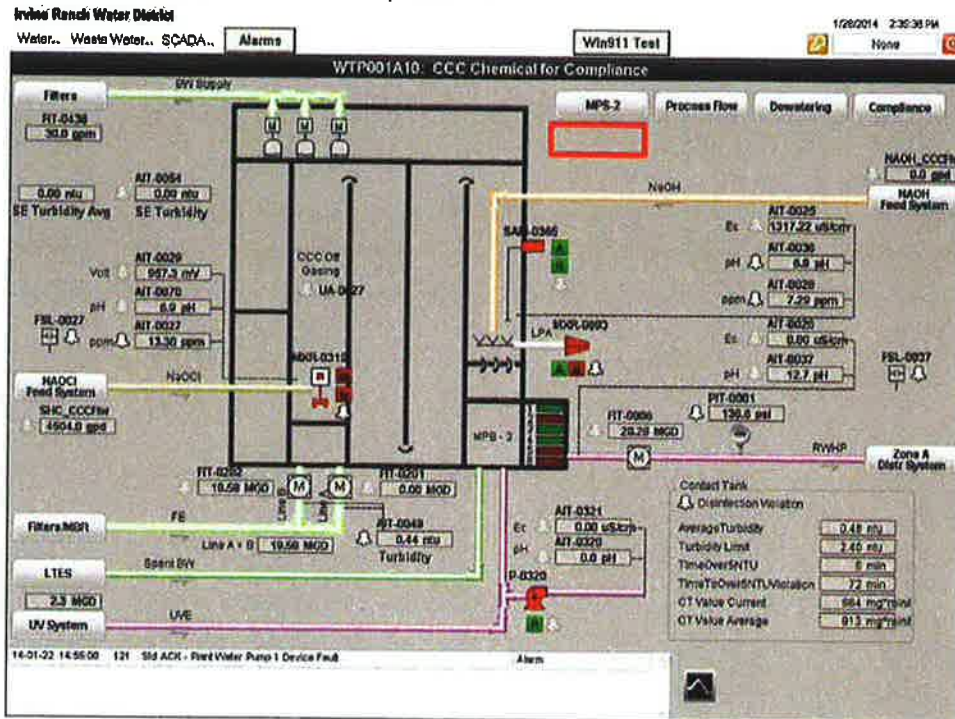
The Status & Control box shall include:

- Turbidity Total
- Daily Average Turbidity
- Turbidity Limit
- MinutesSoFarAvg Turbidity
- MinutesLeftAvg Turbidity
- Time Over 0.2 Violation
- Time to Over 0.2 Violation

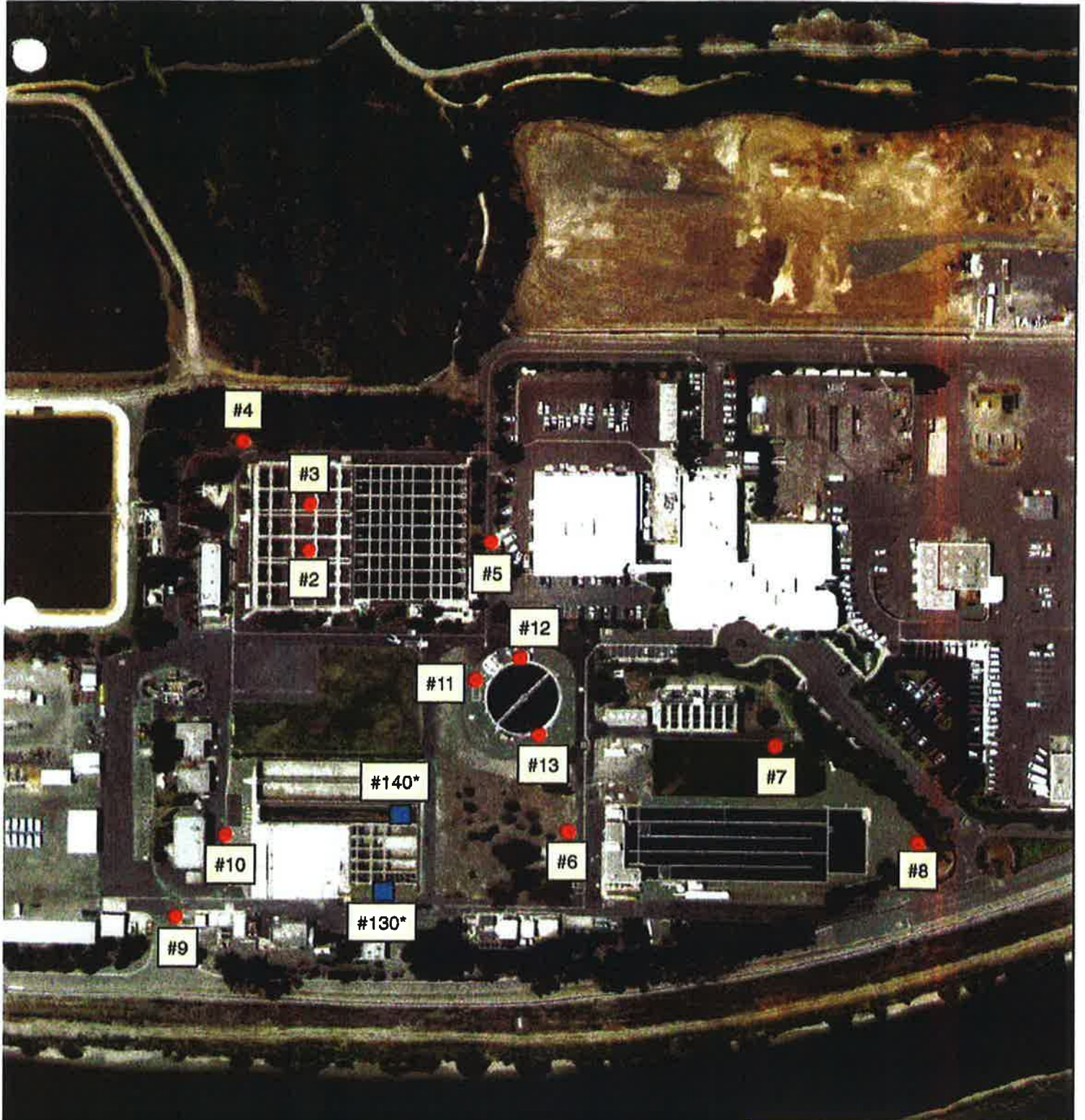
Delete the Plant Global interlock shown on UV System Overview screen since it will be replaced by the new popup.

January 28, 2014

Add a button on the CCC for Compliance Screen that takes you to the UV System Overview. The button shall be labeled "UV Compliance".



Groundwater Dewatering Well Locations



Plant North



No Scale

October 5, 2009

A-12

NOTES:
All run Except:
1. No longer exists
6. Stopped using in 2008,
replaced by #11, 12, & 13
7. Does not run
10. Used intermittently
* To be installed in Phase 2 Expansion

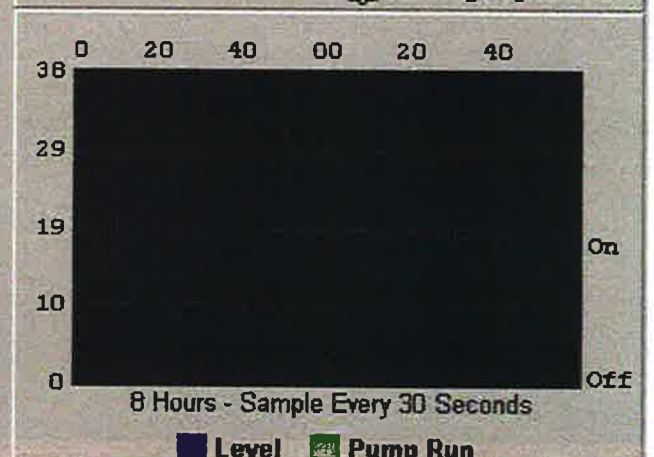
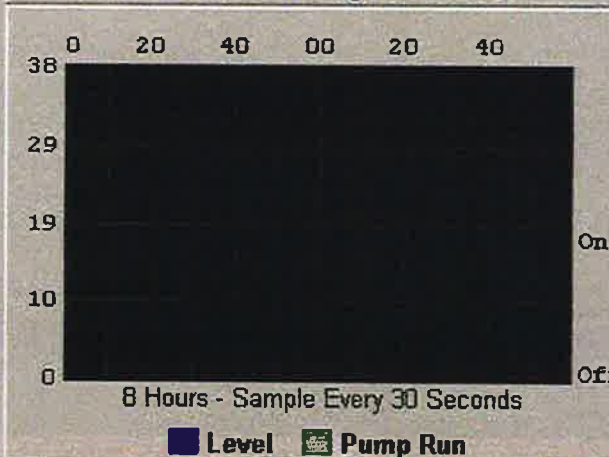
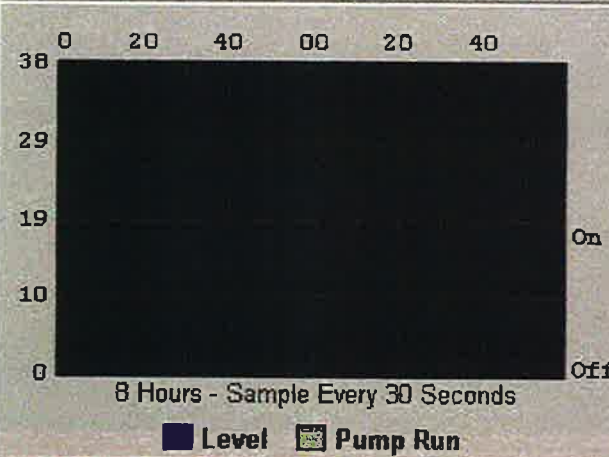
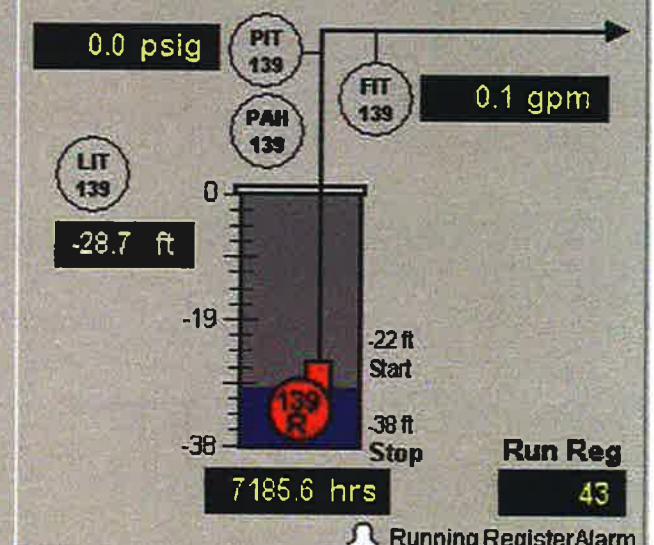
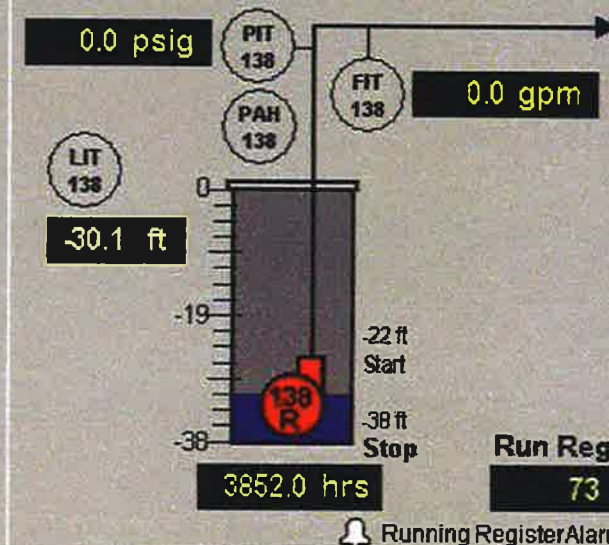
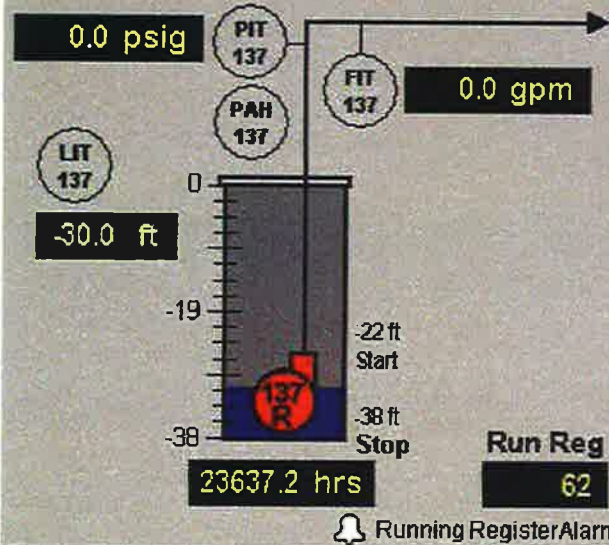


WTP001A00: Groundwater Pumps 137,138,139

PUMP 1 552-P-137
GWP #13 LCP-14

PUMP 2 552-P-138
GWP #12 LCP-15

PUMP 3 552-P-139
GWP #11 LCP-16



PLC Clock

P-137	P-138	P-139
Alm Ack	Alm Ack	Alm Ack
Alm Reset	Alm Reset	Alm Reset

CS
March 10, 2014 KNL
Prepared by: K. Lew/M. Cortez
Submitted by: K. Burton KLB
Approved by: Paul Cook / Cook

CONSENT CALENDAR

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

SUMMARY:

Heritage Fields El Toro, LLC (Heritage Fields) is currently developing Planning Area (PA) 51 (Great Park) which includes the construction of streets, storm drains, domestic water, sewer, and recycled water improvements. As part of the development, Heritage Fields will construct the Reach A Sewer and capital facilities in Ridge Valley from Trabuco Road to Irvine Boulevard under a Supplemental Reimbursement Agreement to the Master Reimbursement Agreement dated August 13, 2012. Staff recommends that the Board:

- Authorize the addition of Project 21154 to the FY 2013-14 Capital Budget in the amount of \$2,481,200;
- Authorize budget increases for Projects 11671, 21671, and 31671 from \$288,200, \$233,200, and \$73,700 to \$723,800, \$436,700, and \$194,700, respectively;
- Approve Expenditure Authorizations for Projects 21154, 11671, 21671, and 31671 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 PA 51 Reach A Sewer and District 1 capital facilities.

BACKGROUND:

Heritage Fields is moving forward with the construction of the Reach A Sewer and Ridge Valley capital improvements from Trabuco Road to Irvine Boulevard. The project location map is shown as Exhibit "A". The required IRWD domestic water, sewer, and recycled water capital facilities are documented in the PA 31 and 51 Sub-Area Master Plan Update, as prepared by RBF Consulting in September 2011.

The design and construction of the IRWD facilities will be performed under the terms of an existing Master Reimbursement Agreement between Heritage Fields and IRWD dated August 13, 2012, and as further defined in a Supplemental Reimbursement Agreement. The Supplemental Reimbursement Agreement, attached as Exhibit "B", has been reviewed by IRWD legal counsel.

Reach A Sewer:

The Reach A Sewer capital facilities consist of approximately 3,500 lineal feet of 12-inch diameter sewer. Heritage Fields retained RBF Consulting to prepare the Reach A Sewer improvement plans and they received bids from five contractors. Heritage Fields recommends awarding the construction contract to the lowest bidder, FYDAQ, for a bid amount of \$1,704,216 as shown in Exhibit "C". In addition, Heritage Fields has received consultant proposals for geotechnical observation and testing, surveying, construction support services, and field

Consent Calendar: Planning Area 51 Heritage Fields Reach A Sewer and Ridge Valley Capital Facilities

March 10, 2014

Page 2

archeological/paleontological monitoring. Staff has reviewed the consultant proposals and the construction bids and found the amounts to be acceptable. A summary of the Reach A Sewer capital improvement costs is shown below.

Design (RBF)	\$ 114,608.00
Geotechnical Design (Engeo)	\$ 11,500.00
Construction (FYDAQ)	\$1,704,216.00
Geotechnical Services (Engeo)	\$ 58,620.00
Construction Engineering/Surveying (RBF)	\$ 70,304.00
Field Archeo/Paleo Monitoring (LSA)	\$ 13,290.00
Heritage Fields Administration Fee (1%)	<u>\$ 17,042.16</u>
	\$1,989,580.16

Ridge Valley:

The Ridge Valley capital facilities from Trabuco Road to Irvine Boulevard consist of approximately 6,500 linear feet of 12-inch diameter domestic water pipeline, 2,100 linear feet of 12-inch diameter sewer, and 2,300 linear feet of 6-inch diameter recycled water pipeline. Heritage Fields retained Hunsaker to prepare the Ridge Valley improvement plans and they received bids from five contractors. Heritage Fields recommends awarding the construction contract to the lowest bidder, FYDAQ, for a bid amount of \$724,429.07 as shown in Exhibit "D". In addition, Heritage Fields has received consultant proposals for geotechnical observation and testing, surveying, construction engineering services, and field archeological/paleontological monitoring. Staff has reviewed the consultant proposals and the construction bids and found the amounts to be acceptable. A summary of the Ridge Valley capital improvement costs is shown below.

Design (RBF)	\$ 177,730.00
Construction (FYDAQ)	\$ 724,429.07
Geotechnical Services (Engeo)	\$ 47,000.00
Construction Engineering/Surveying (Hunsaker)	\$ 27,950.00
Field Archeo/Paleo Monitoring (LSA)	\$ 8,145.00
Heritage Fields Administration Fee (1%)	<u>\$ 7,244.29</u>
	\$ 992,498.36

FISCAL IMPACTS:

Project 21154 (4614) is not included in the FY 2013-14 Capital Budget and is requested to be added. Projects 11671 (4261), 21671 (4263), and 31671 (4264) are included in the FY 2013-14 Capital Budget. Funding for IRWD's capital facilities will require the approval of Expenditure Authorizations in the amount shown in the following table and in Exhibit "E".

Consent Calendar: Planning Area 51 Heritage Fields Reach A Sewer and Ridge Valley Capital Facilities

March 10, 2014

Page 3

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
21154 (4614)	\$ -0-	\$2,481,200	\$2,481,200	\$-0-	\$2,481,200	\$2,481,200
11671 (4261)	\$288,200	\$ 435,600	\$ 723,800	\$-0-	\$ 723,800	\$ 723,800
21671 (4263)	\$233,200	\$ 203,500	\$ 436,700	\$-0-	\$ 436,700	\$ 436,700
31671 (4264)	\$ 73,700	\$ 121,000	\$ 194,700	\$-0-	\$ 194,700	\$ 194,700
TOTAL	\$595,100	\$3,241,300	\$3,836,400	\$-0-	\$3,836,400	\$3,836,400

The above funding provides for the reimbursement costs to Heritage Fields for the design and construction of IRWD capital facilities, staff time, and consultant support during construction.

ENVIRONMENTAL COMPLIANCE:

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

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

COMMITTEE STATUS:

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

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.

Consent Calendar: Planning Area 51 Heritage Fields Reach A Sewer and Ridge Valley Capital Facilities

March 10, 2014

Page 4

LIST OF EXHIBITS:

Exhibit "A" – Location Map

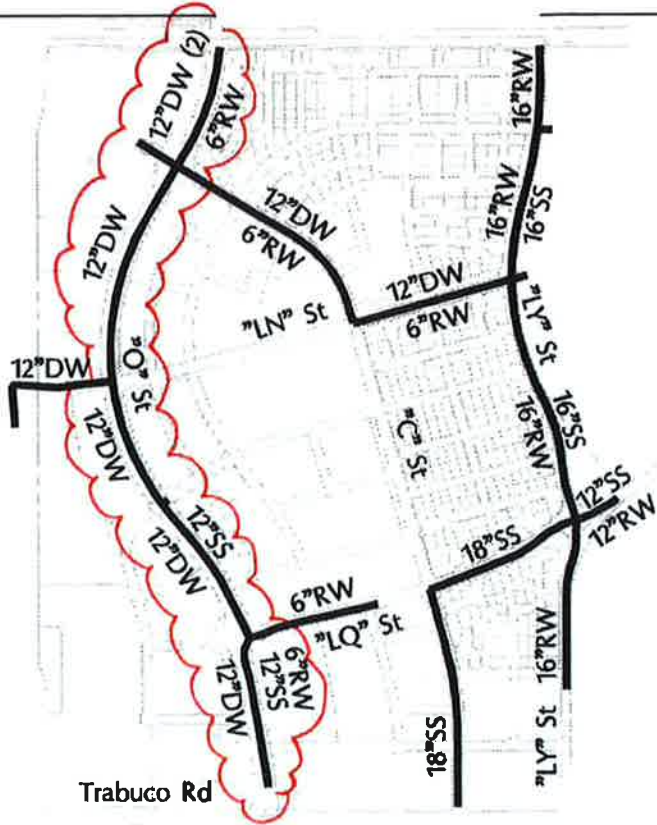
Exhibit "B" – Supplemental Reimbursement Agreement

Exhibit "C" – Bid Summary for Construction of Reach A Sewer Capital Facilities

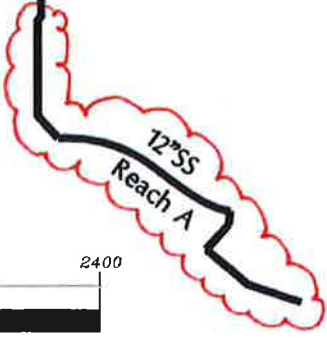
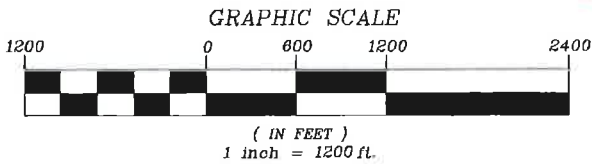
Exhibit "D" – Bid Summary for Construction of Ridge Valley Capital Facilities

Exhibit "E" – Expenditure Authorizations

EXHIBIT "A"



REACH A SEWER AND DISTRICT 1 CAPITAL FACILITIES EXHIBIT 1



PREPARED FOR:
Heritage Fields El Toro, LLC
Great Park
NEIGHBORHOODS.

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759
DATE: FEBRUARY 6, 2014

EXHIBIT "B"

EXHIBIT "A"
to Reimbursement Agreement

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

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

WHEREAS, IRWD and COMPANY have previously entered into that certain Reimbursement Agreement dated August 13, 2012 ("Reimbursement Agreement") respecting construction of Capital Facilities; and

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

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

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

1. Except as provided herein, the parties hereby incorporate by reference all of the terms and conditions of the Reimbursement Agreement into this Agreement.
2. The name of the Project to which this Agreement pertains is: Reach A Sewer and District 1 Domestic Water, Sewer, and Recycled Water Capital Facilities.

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

3. The Capital Facilities to be constructed pursuant to this Agreement are as follows: Approximately 19,750 lineal feet of 12-inch domestic water pipelines, 18,300 lineal feet of 6-inch to 16-inch sewer pipelines, and 18,500 lineal feet of 12-inch to 18-inch recycled water pipelines as shown in Exhibit 1. (not including Reach B and Trabuco already part of a separate SRA)

4. The total costs for the Capital Facilities shall include, but not limited to, the actual costs for construction, surveying, compaction testing, permits, construction bonds, legal fees and an administration fee equal to one percent (1%) of the actual cost of construction (all such actual costs are collectively referred to as the "Costs"). The estimated amount of the Costs is \$8,000,000. (not including Reach B and Trabuco already part of a separate SRA)

5. The following special terms apply to the construction of the Capital Facilities under this Agreement and supersede the provisions of the original Reimbursement Agreement referenced above: None.

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

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

IRVINE RANCH WATER DISTRICT

By: _____
General Manager

[SIGNATURES CONTINUED]

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

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

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

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

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

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "1"
to
Supplemental Reimbursement Agreement

Reach A Sewer and District 1 Capital Facilities

(See attached exhibit following this cover page)

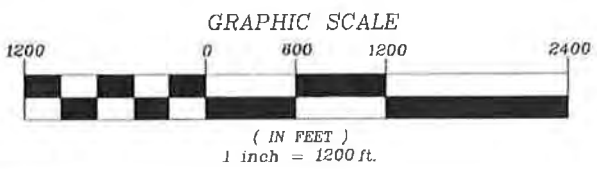


Trabuco Rd

REACH A SEWER AND DISTRICT 1 CAPITAL FACILITIES EXHIBIT 1

Marine Way

12\"/>



PREPARED FOR:
Heritage Fields II Toro, LLC
Great Park
NEIGHBORHOODS.

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759
DATE: FEBRUARY 6, 2014

EXHIBIT "2"
to
Supplemental Reimbursement Agreement

Assignment Agreement

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

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

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

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

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

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

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

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

ASSIGNOR:

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

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

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

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

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

By: _____

Print Name: _____

Print Title: _____

Schedule A
to
Assignment Agreement

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

Insert name of Project from Section 2 of Supplemental Reimbursement Agreement: _____

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

Contractor's Name: _____

License No.: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

EXHIBIT "C"

CONTRACT PRICE SCHEDULE
REACH 'A' CAPITAL SEWER IMPROVEMENTS
 BETWEEN TECHNOLOGY DRIVE NORTH OF BARRANCA PARKWAY
 AND FUTURE MARINE WAY
 IRWD CODE 876

IRWD SPREAD	Description	Estimated Quantity	Unit	ENGINEER'S EST		FYDAQ (LOW BID)		CLEARWATER		KENNEDY		L&S		LEATHERWOOD	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
I. IRWD CAPITAL															
WET UTILITY IMPROVEMENTS															
Construction Items for "Reach-A" Capital Sewer Improvements, between Technology Drive (North of Barranca Parkway) and Future Marine Way, Project No. 21134 (16-1), IRWD Code 876 prepared by RRF Consulting, consisting of Items 1 through 34 of 2															
<i>Clearwater used for CPM and del NOT All out the correct version (Adden 1). Only their cost prices were used.</i>															
A. GENERAL															
1	MOBILIZATION (NOT TO EXCEED 5% OF CONTRACT PRICE SECTION A-C)	1 LS		\$ 40,000.00	\$ 40,000.00	\$ 3,000.00	\$ 3,000.00	\$ 54,500.00	\$ 54,500.00	\$ 40,485.00	\$ 40,485.00	\$ 49,000.00	\$ 49,000.00	\$ 45,000.00	\$ 45,000.00
2	DEVELOP CONSTRUCTION WATER SECTIONS A-D)	1 LS		\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
3	STORM WATER POLLUTION PREVENTION PLAN & BMPs (SECTIONS A-D)	1 LS		\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
4	PAVEMENT AND PERFORMANCE BONDS (SECTIONS A-D)	1 LR		\$ 17,500.00	\$ 17,500.00	\$ 17,075.00	\$ 17,075.00	\$ 15,000.00	\$ 15,000.00	\$ 25,548.00	\$ 25,548.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
5	TRAFFIC CONTROL & DAILY STREET SWEEPING (SECTIONS A-D)	1 LR		\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00
6	GUARD SHIELD RELOCATION	1 LS		\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 25,000.00	\$ 25,000.00	\$ 8,500.00	\$ 8,500.00	\$ 28,000.00	\$ 28,000.00	\$ 31,500.00	\$ 31,500.00
7	HAZARDOUS WASTE	40 DAY		\$ 1,000.00	\$ 40,000.00	\$ 800.00	\$ 32,000.00	\$ 2,500.00	\$ 100,000.00	\$ 1,300.00	\$ 52,000.00	\$ 2,000.00	\$ 80,000.00	\$ 1,800.00	\$ 72,000.00
8	EXTRACTION SYSTEM/RAW WATER PROTECTION	1 LS		\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 75,000.00	\$ 75,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00
9	WELL PROTECTION	2 EA		\$ 1,200.00	\$ 2,400.00	\$ 3,000.00	\$ 6,000.00	\$ 60,000.00	\$ 120,000.00	\$ 5,500.00	\$ 11,000.00	\$ 4,000.00	\$ 8,000.00	\$ 800.00	\$ 1,600.00
10	MAINTENANCE AND PLANT ESTABLISHMENT PERIOD (170 DAYS)	1 LS		\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 250,000.00	\$ 250,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,750.00	\$ 1,750.00	\$ 3,500.00	\$ 3,500.00
11	TEMPORARY CONSTRUCTION / SECURITY FENCE	1530 LF		\$ 35.00	\$ 53,550.00	\$ 5.00	\$ 7,650.00	\$ 50.00	\$ 76,500.00	\$ 4.00	\$ 6,120.00	\$ 8.00	\$ 12,240.00	\$ 16.00	\$ 24,360.00
12	TEMPORARY CONSTRUCTION / SECURITY GATE	8 EA		\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00	\$ 5,000.00	\$ 40,000.00	\$ 5,000.00	\$ 40,000.00	\$ 2,000.00	\$ 16,000.00	\$ 1,125.00	\$ 9,000.00
GENERAL SUBTOTAL (SECTION A)					\$ 186,850.00	\$ 82,525.00	\$ 1,008,000.00	\$ 209,500.00	\$ 244,787.80	\$ 264,778.80					
B. REMOVALS AND ADJUSTMENTS															
13	CLEARING AND GRUBBING	30 000 SF		\$ 1.00	\$ 30,000.00	\$ 0.10	\$ 3,000.00	\$ 5.00	\$ 1,500,000.00	\$ 0.55	\$ 16,500.00	\$ 0.50	\$ 15,000.00	\$ 2.00	\$ 60,000.00
14	REMOVE EXISTING SEWER MANHOLE	4 EA		\$ 2,000.00	\$ 8,000.00	\$ 1,500.00	\$ 6,000.00	\$ 10,000.00	\$ 40,000.00	\$ 1,800.00	\$ 7,200.00	\$ 8,000.00	\$ 32,000.00	\$ 1,800.00	\$ 7,200.00
15	REMOVE EXISTING SEWER (8" x 10' PIPE)	083 LF		\$ 30.00	\$ 24,900.00	\$ 4.00	\$ 3,320.00	\$ 50.00	\$ 41,500.00	\$ 34.00	\$ 28,420.00	\$ 37.50	\$ 31,125.00	\$ 14.00	\$ 11,620.00
16	SOFT SOILS REMOVAL AND RECOMPACTION	300 CY		\$ 2.50	\$ 750.00	\$ 6.00	\$ 1,800.00	\$ 100.00	\$ 30,000.00	\$ 25.00	\$ 7,500.00	\$ 15.00	\$ 4,500.00	\$ 15.00	\$ 4,500.00
REMOVALS AND ADJUSTMENTS - SUBTOTAL (SECTION B)					\$ 66,460.00	\$ 14,220.00	\$ 267,800.00	\$ 58,812.00	\$ 40,955.80	\$ 85,952.80					
C. SEWER IMPROVEMENTS															
17	CONSTRUCT 48" MANHOLE PER IRWD STD DWG S-1	11 EA		\$ 2,500.00	\$ 27,500.00	\$ 3,480.00	\$ 38,280.00	\$ 15,000.00	\$ 165,000.00	\$ 5,000.00	\$ 55,000.00	\$ 5,500.00	\$ 60,500.00	\$ 5,000.00	\$ 55,000.00
18	CONSTRUCT 48" D/MP MANHOLE PER IRWD STD DWG S-2 (W/L NNG)	1 EA		\$ 8,000.00	\$ 8,000.00	\$ 4,100.00	\$ 4,100.00	\$ 25,000.00	\$ 25,000.00	\$ 7,600.00	\$ 7,600.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
19	CONSTRUCT 60" MANHOLE PER IRWD STD DWG S-3	5 EA		\$ 7,500.00	\$ 37,500.00	\$ 4,887.00	\$ 24,435.00	\$ 20,200.00	\$ 101,000.00	\$ 8,000.00	\$ 40,000.00	\$ 7,800.00	\$ 39,000.00	\$ 8,000.00	\$ 40,000.00
20	INSTALL 12" PVC (SDR-35) PER IRWD STD S-6	3451 LF		\$ 265.00	\$ 914,515.00	\$ 86.00	\$ 296,786.00	\$ 450.00	\$ 1,552,950.00	\$ 78.00	\$ 268,110.00	\$ 171.00	\$ 590,235.00	\$ 180.00	\$ 621,150.00
21	INSTALL 8" PVC (SDR-35) PER IRWD STD S-6	431 LF		\$ 160.00	\$ 69,080.00	\$ 319.00	\$ 137,170.00	\$ 400.00	\$ 172,000.00	\$ 89.00	\$ 38,419.00	\$ 115.00	\$ 49,475.00	\$ 265.00	\$ 114,175.00
22	INSTALL 30" STEEL CASING PER IRWD STD DWG S-7 (JACK & BORE) 1/2" MIN. WALL THICKNESS	100 LF		\$ 300.00	\$ 30,000.00	\$ 750.00	\$ 75,000.00	\$ 750.00	\$ 75,000.00	\$ 672.00	\$ 67,200.00	\$ 672.00	\$ 67,200.00	\$ 600.00	\$ 60,000.00
23	INSTALL 30" STEEL CASING PER IRWD STD DWG S-7 (JACK & BORE) 1/2" MIN. WALL THICKNESS	069 LF		\$ 360.00	\$ 24,840.00	\$ 720.00	\$ 49,920.00	\$ 800.00	\$ 55,200.00	\$ 780.00	\$ 53,820.00	\$ 770.00	\$ 53,130.00	\$ 630.00	\$ 43,620.00
24	INSTALL CASING TEST STATION PER IRWD STD DWG S-8	8 EA		\$ 1,500.00	\$ 12,000.00	\$ 1,500.00	\$ 12,000.00	\$ 5,000.00	\$ 40,000.00	\$ 3,510.00	\$ 28,080.00	\$ 3,000.00	\$ 24,000.00	\$ 1,250.00	\$ 10,000.00
25	INSTALL CLEANOUT PER IRWD STD DWG S-9	8 EA		\$ 1,000.00	\$ 8,000.00	\$ 1,800.00	\$ 14,400.00	\$ 9,500.00	\$ 76,000.00	\$ 850.00	\$ 6,800.00	\$ 1,350.00	\$ 10,800.00	\$ 1,000.00	\$ 8,000.00
26	INSTALL 8" SEWER LATERAL PER IRWD STD DWG S-9	306 LF		\$ 180.00	\$ 55,080.00	\$ 319.00	\$ 97,854.00	\$ 400.00	\$ 123,600.00	\$ 72.00	\$ 22,032.00	\$ 174.00	\$ 53,262.00	\$ 230.00	\$ 70,380.00
27	SEWER RISING SEWER	2 EA		\$ 5,500.00	\$ 11,000.00	\$ 1,500.00	\$ 3,000.00	\$ 25,000.00	\$ 50,000.00	\$ 5,500.00	\$ 11,000.00	\$ 17,800.00	\$ 35,600.00	\$ 11,000.00	\$ 22,000.00
28	REPAIR EXISTING MANHOLE BASE & PLUS USE PEAK PIPE	1 EA		\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00

CONTRACT PRICE SCHEDULE
 REACH "A" CAPITAL SEWER IMPROVEMENTS
 BETWEEN TECHNOLOGY DRIVE (NORTH OF BARRANCA PARKWAY)
 AND FUTURE MARINE WAY
 IRWD CODE 8788

Item	Description	Estimated Quantity	Unit	ENGINEER'S EST		FYDAQ (LOW BID)		CLEARWATER		KENNEDY		L&S		LEATHERWOOD		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
SEWER IMPROVEMENTS - SUBTOTAL (SECTION C)					\$ 1,474,486.00	\$ 1,527,499.00	\$ 3,068,550.00	\$ 1,269,081.00	\$ 1,737,130.00	\$ 1,882,450.00						
D. MISCELLANEOUS IMPROVEMENTS																
23.	ALL WEATHER ACCESS ROAD (3-IN-AC(2)-4)	24,540	SF	\$ 2.50	\$ 61,350.00	\$ 4.00	\$ 98,160.00	\$ 25.00	\$ 613,500.00	\$ 5.00	\$ 122,700.00	\$ 7.80	\$ 191,595.00	\$ 5.00	\$ 122,700.00	
28.	ALL WEATHER ACCESS ROAD (4-IN-1.5(2)-4)	475	SF	\$ 7.60	\$ 3,610.00	\$ 15.00	\$ 7,125.00	\$ 50.00	\$ 23,750.00	\$ 8.00	\$ 3,800.00	\$ 13.80	\$ 6,555.00	\$ 25.00	\$ 11,875.00	
31.	REMOVE AND REPLACE EXISTING ASPHALT PAVEMENT	25,415	SF	\$ 5.00	\$ 127,075.00	\$ 2.00	\$ 50,830.00	\$ 90.00	\$ 2,287,050.00	\$ 8.00	\$ 203,320.00	\$ 6.00	\$ 152,490.00	\$ 7.00	\$ 177,905.00	
32.	SLURRY SEAL	78,700	SF	\$ 0.20	\$ 15,740.00	\$ 0.35	\$ 27,545.00	\$ 25.00	\$ 1,967,500.00	\$ 0.25	\$ 19,675.00	\$ 0.50	\$ 39,350.00	\$ 0.20	\$ 15,740.00	
33.	REPLACE STRIPING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 23,065.00	\$ 23,065.00	\$ 25,000.00	\$ 25,000.00	\$ 22,000.00	\$ 22,000.00	\$ 7,800.00	\$ 7,800.00	\$ 8,800.00	\$ 8,800.00	
34.	REMOVE SALVAGE AND REPLACE EXISTING CHAIN LINK FENCE	130	LF	\$ 35.00	\$ 4,550.00	\$ 50.00	\$ 6,500.00	\$ 80.00	\$ 10,400.00	\$ 8.00	\$ 1,040.00	\$ 35.00	\$ 4,550.00	\$ 45.00	\$ 5,850.00	
35.	REMOVE AND REPLACE EXISTING TREE IMPROVEMENTS	748	SF	\$ 8.50	\$ 6,358.00	\$ 25.00	\$ 18,700.00	\$ 50.00	\$ 37,400.00	\$ 10.00	\$ 7,480.00	\$ 14.00	\$ 10,472.00	\$ 40.00	\$ 29,920.00	
36.	REMOVE, SALVAGE, AND REPLANT DISTING TREES OUTSIDE PROPOSED IRWD EASEMENT	10	EA	\$ 500.00	\$ 5,000.00	\$ 2,000.00	\$ 20,000.00	\$ 23,000.00	\$ 230,000.00	\$ 750.00	\$ 7,500.00	\$ 1,000.00	\$ 10,000.00	\$ 1,500.00	\$ 15,000.00	
37.	REMOVE AND REPLACE EXISTING LANDSCAPING AND IRRIGATION IN KIND	1,440	SF	\$ 3.00	\$ 4,320.00	\$ 10.50	\$ 15,120.00	\$ 25.00	\$ 36,000.00	\$ 8.00	\$ 11,520.00	\$ 18.00	\$ 26,000.00	\$ 10.00	\$ 14,400.00	
38.	INSTALL TURF BLOCK PER DETAIL ON SHEET 3	320	SF	\$ 10.00	\$ 3,200.00	\$ 10.00	\$ 3,200.00	\$ 60.00	\$ 19,200.00	\$ 45.00	\$ 14,400.00	\$ 30.00	\$ 9,600.00	\$ 45.00	\$ 14,400.00	
MISCELLANEOUS IMPROVEMENTS - SUBTOTAL (SECTION D)					\$ 286,515.00	\$ 289,140.00	\$ 4,193,290.00	\$ 416,885.00	\$ 440,131.00	\$ 414,172.80						
TOTAL - BASE CONTRACT PRICE (SECTIONS A-D)					\$ 1,761,001.00	\$ 1,816,639.00	\$ 7,261,840.00	\$ 1,685,966.00	\$ 2,177,261.00	\$ 2,296,622.80						
GRAND TOTAL IRWD CAPITAL PRICE (SECTIONS A-D)					\$ 1,575,000.00	\$ 1,704,218.00	\$ 8,325,130.00	\$ 1,774,408.00	\$ 2,487,822.00	\$ 2,710,795.60						

EXHIBIT "D"

CONTRACT PRICE SCHEDULE
 HERITAGE FIELDS - DISTRICT 1 - (PA 51) JOINT BACKBONE STREET IMPROVEMENTS
 CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA
 RIDGE VALLEY (ELEMENTS 8 AND 16) SANITARY SEWER, DOMESTIC WATER AND RECYCLED WATER
 IRWD CAPITAL IMPROVEMENTS

IRWD CODES# 1811 & 5180
 CAPITAL SANITARY SEWER, DOMESTIC WATER AND RECYCLED WATER

BID SPREAD				ENGINEER'S EST		FYDAQ (LOW BID)		CLEARWATER		KENNEDY		L&S		LEATHERWOOD	
Item	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A. GENERAL															
1.	MOBILIZATION (NOT TO EXCEED 2% OF CONTRACT PRICE SECTIONS A-D)	1	LS	\$ 17,400.00	\$ 17,400.00	\$ 1,500.00	\$ 1,500.00	\$ 25,000.00	\$ 25,000.00	\$ 23,800.00	\$ 23,800.00	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00
2.	PAYMENT AND PERFORMANCE BONDS (SECTIONS A-D)	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 9,184.95	\$ 9,184.95	\$ 9,000.00	\$ 9,000.00	\$ 23,800.00	\$ 23,800.00	\$ 17,000.00	\$ 17,000.00	\$ 14,000.00	\$ 14,000.00
3.	DEVELOP CONSTRUCTION WATER (SECTIONS A-D)	1	LS	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
4.	TRAFFIC CONTROL (SECTIONS A-D)	1	LS	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 200.00	\$ 200.00
GENERAL - IRWD CAPITAL - SUBTOTAL (SECTION A)				\$ 43,400.00		\$ 10,684.95		\$ 75,000.00		\$ 51,100.00		\$ 34,000.00		\$ 35,000.00	
B. DOMESTIC WATER - IRWD CAPITAL															
5.	CONST 12" AWWA C 900 PVC DR14 W/ TRENCH SECTION & BEND NG PER IRWD STD NO. W-17	6,493	LF	\$ 51.00	\$ 331,143.00	\$ 41.08	\$ 266,980.24	\$ 76.00	\$ 494,874.00	\$ 51.00	\$ 331,143.00	\$ 45.00	\$ 292,185.00	\$ 48.00	\$ 311,664.00
6.	INSTALL 12" BUTTERFLY VALVE, CL 1508, VALVE BOX PER IRWD STD W-22	15	EA	\$ 2,573.00	\$ 38,595.00	\$ 3,091.00	\$ 46,365.00	\$ 5,000.00	\$ 75,000.00	\$ 2,800.00	\$ 42,000.00	\$ 3,700.00	\$ 55,500.00	\$ 4,000.00	\$ 60,000.00
7.	INSTALL 8" GATE VALVE, CL 150, VALVE BOX PER IRWD STD W-22	7	EA	\$ 1,800.00	\$ 12,600.00	\$ 2,254.84	\$ 15,783.88	\$ 3,000.00	\$ 21,000.00	\$ 1,700.00	\$ 11,900.00	\$ 2,600.00	\$ 18,200.00	\$ 2,100.00	\$ 14,700.00
8.	INSTALL 10" GATE VALVE, CL 150, VALVE BOX PER IRWD STD W-22	3	EA	\$ 3,000.00	\$ 9,000.00	\$ 2,898.10	\$ 8,694.30	\$ 4,000.00	\$ 12,000.00	\$ 2,700.00	\$ 8,100.00	\$ 3,300.00	\$ 9,900.00	\$ 3,000.00	\$ 9,000.00
9.	INSTALL 8" D.I. BLIND FLANGE	7	EA	\$ 176.00	\$ 1,232.00	\$ 180.00	\$ 1,260.00	\$ 1,000.00	\$ 7,000.00	\$ 150.00	\$ 1,050.00	\$ 200.00	\$ 1,400.00	\$ 300.00	\$ 2,100.00
10.	INSTALL 10" D.I. BLIND FLANGE	3	EA	\$ 176.00	\$ 528.00	\$ 175.00	\$ 525.00	\$ 1,000.00	\$ 3,000.00	\$ 180.00	\$ 540.00	\$ 310.00	\$ 930.00	\$ 375.00	\$ 1,125.00
11.	INSTALL 12"X12"X10" D.I. TEE, FLGD, W/ THRUST BLOCK PER IRWD STD NO. W-16	3	EA	\$ 493.00	\$ 1,479.00	\$ 600.00	\$ 1,800.00	\$ 2,500.00	\$ 7,500.00	\$ 700.00	\$ 2,100.00	\$ 860.00	\$ 2,580.00	\$ 7,740.00	\$ 2,250.00
12.	INSTALL 12"X12"X10" D.I. CROSS, FLGD, W/ THRUST BLOCK PER IRWD STD NO. W-16	1	EA	\$ 448.00	\$ 448.00	\$ 420.00	\$ 420.00	\$ 2,500.00	\$ 2,500.00	\$ 850.00	\$ 850.00	\$ 690.00	\$ 690.00	\$ 1,350.00	\$ 1,350.00
13.	INSTALL 12"X12"X10" D.I. CROSS, FLGD, W/ THRUST BLOCK PER IRWD STD NO. W-16	1	EA	\$ 1,463.00	\$ 1,463.00	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,950.00	\$ 1,950.00	\$ 2,600.00	\$ 2,600.00
14.	INSTALL 12"X12"X10" D.I. CROSS, FLGD, W/ THRUST BLOCK PER IRWD STD NO. W-16	1	EA	\$ 1,463.00	\$ 1,463.00	\$ 900.00	\$ 900.00	\$ 3,000.00	\$ 3,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,250.00	\$ 1,250.00	\$ 2,000.00	\$ 2,000.00
15.	INSTALL 12"X12"X12" D.I. CROSS, FLGD, W/ THRUST BLOCK PER IRWD STD NO. W-16	1	EA	\$ 1,463.00	\$ 1,463.00	\$ 900.00	\$ 900.00	\$ 3,500.00	\$ 3,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,150.00	\$ 1,150.00	\$ 2,500.00	\$ 2,500.00
16.	INSTALL 12" D.I. BEND WITH THRUST BLOCK PER IRWD STD W-16	10	EA	\$ 388.00	\$ 3,880.00	\$ 230.00	\$ 2,300.00	\$ 1,500.00	\$ 15,000.00	\$ 400.00	\$ 4,000.00	\$ 470.00	\$ 4,700.00	\$ 450.00	\$ 4,500.00
17.	INSTALL 12" D.I. HIGH DEFLECTION COUPLER	74	EA	\$ 174.00	\$ 12,876.00	\$ 200.00	\$ 14,800.00	\$ 1,000.00	\$ 74,000.00	\$ 240.00	\$ 17,760.00	\$ 250.00	\$ 18,700.00	\$ 375.00	\$ 27,750.00
18.	INSTALL 12" D.I. FEMO ADAPTER	20	EA	\$ 180.00	\$ 3,600.00	\$ 200.00	\$ 4,000.00	\$ 1,000.00	\$ 20,000.00	\$ 300.00	\$ 6,000.00	\$ 350.00	\$ 7,000.00	\$ 800.00	\$ 16,000.00
19.	INSTALL 1" D.I. BLIND FLANGE	1	EA	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 2,800.00	\$ 2,800.00	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 700.00	\$ 700.00
20.	INSTALL 1" AIR RELEASE AND VACUUM RELIEF VALVE ASSEMBLY PER IRWD STD NO. W-11	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 2,583.37	\$ 7,750.11	\$ 5,000.00	\$ 15,000.00	\$ 1,850.00	\$ 5,550.00	\$ 3,000.00	\$ 9,000.00	\$ 4,000.00	\$ 12,000.00
21.	INSTALL 4" BLOWOFF/BOTTOM DRAIN ASSEMBLY PER IRWD STD W-14	2	EA	\$ 2,170.00	\$ 4,340.00	\$ 3,821.01	\$ 7,642.02	\$ 7,000.00	\$ 14,000.00	\$ 2,600.00	\$ 5,200.00	\$ 6,000.00	\$ 12,000.00	\$ 3,500.00	\$ 7,000.00
22.	INSTALL TEMPORARY FLUSH-OUT ASSEMBLY PER IRWD STD. W-13	3	EA	\$ 2,170.00	\$ 6,510.00	\$ 1,800.13	\$ 5,400.37	\$ 7,000.00	\$ 21,000.00	\$ 1,800.00	\$ 5,400.00	\$ 1,750.00	\$ 5,250.00	\$ 2,350.00	\$ 7,050.00
23.	REMOVE TEMPORARY FLUSH-OUT AND JOIN EXISTING	4	EA	\$ 900.00	\$ 3,600.00	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 20,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00	\$ 3,000.00	\$ 12,000.00
24.	PREMIUM FOR FINISHING OF IRWD CAPITAL DOMESTIC WATER CONSTRUCTION AS REQUIRED BY PROJECT MILESTONES	1	LB	\$ 4,300.00	\$ 4,300.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
DOMESTIC WATER - IRWD CAPITAL - SUBTOTAL (SECTION B)				\$ 437,729.00		\$ 392,048.77		\$ 844,478.04		\$ 693,873.00		\$ 451,335.00		\$ 518,889.00	
C. SANITARY SEWER - IRWD CAPITAL															
25.	INSTALL 12" SDR 35 PVC DUEP (≥12 FT DEPTH) WITH BEDDING PER IRWD STD 5-4	1,209	LF	\$ 31.00	\$ 37,479.00	\$ 47.33	\$ 57,032.40	\$ 75.00	\$ 90,675.00	\$ 110.00	\$ 133,190.00	\$ 45.00	\$ 54,405.00	\$ 85.00	\$ 102,855.00
26.	INSTALL 12" C 900 DR-14 PVC DEEP (≥15 FT DEPTH) WITH BEDDING PER IRWD STD 5-4	211	LF	\$ 53.00	\$ 11,283.00	\$ 61.92	\$ 13,065.12	\$ 175.00	\$ 36,925.00	\$ 171.00	\$ 36,081.00	\$ 150.00	\$ 31,720.00	\$ 120.00	\$ 25,320.00

CONTRACT PRICE SCHEDULE
 HERITAGE FIELDS - DISTRICT 1 - (PA 31) JOINT BACKBONE STREET IMPROVEMENTS
 CITY OF IRVINE, ORANGE COUNTY, CALIFORNIA
 RIDGE VALLEY (SEGMENTS B AND W) SANITARY SEWER, DOMESTIC WATER and RECYCLED WATER
 IRWD CAPITAL IMPROVEMENTS
 IRWD CODES 5801 & 5802
 CAPITAL SANITARY SEWER, DOMESTIC WATER AND RECYCLED WATER

Item	Description	Estimated Quantity	Unit	ENGINEER'S EST		FYDAQ (LOW BID)		CLEARWATER		KENNEDY		L&S		LEATHERWOOD	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
27	INSTALL 12" C-900, DR-14 PVC DLEP (0.25 FT DEPTH) WITH BEDDING AND SEWER INDICATOR TAPE PER IRWD STD S-4	170	LF	\$ 150.00	\$ 25,500.00	\$ 79.99	\$ 13,598.10	\$ 450.00	\$ 76,500.00	\$ 400.00	\$ 68,000.00	\$ 130.00	\$ 22,100.00	\$ 185.00	\$ 31,450.00
28	INSTALL 12" C-900, DR-14 PVC DEEP (> 28 FT DEPTH) WITH BEDDING AND SEWER INDICATOR TAPE PER IRWD STD S-4	470	LF	\$ 224.00	\$ 105,280.00	\$ 123.56	\$ 58,073.20	\$ 750.00	\$ 352,500.00	\$ 475.00	\$ 223,250.00	\$ 158.00	\$ 74,860.00	\$ 250.00	\$ 117,500.00
29	INSTALL 24" STEEL CASING PER IRWD STD S-7 (BY OPEN TRENCH)	112	LF	\$ 244.00	\$ 27,328.00	\$ 153.00	\$ 17,136.00	\$ 500.00	\$ 56,000.00	\$ 120.00	\$ 13,440.00	\$ 180.00	\$ 20,160.00	\$ 140.00	\$ 15,680.00
30	INSTALL CASING TEST STATION PER IRWD STD CP-3	2	EA	\$ 1,240.00	\$ 2,480.00	\$ 365.00	\$ 730.00	\$ 5,000.00	\$ 10,000.00	\$ 300.00	\$ 600.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 8,000.00
31	CONSTRUCT 48" MANHOLE PER IRWD STD S-1	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 5,501.13	\$ 5,501.13	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,600.00	\$ 5,600.00
32	CONSTRUCT 60" MANHOLE PER IRWD STD S-1	5	EA	\$ 8,600.00	\$ 42,900.00	\$ 7,027.24	\$ 35,136.19	\$ 25,000.00	\$ 125,000.00	\$ 6,500.00	\$ 32,500.00	\$ 8,500.00	\$ 42,500.00	\$ 7,200.00	\$ 36,000.00
33	CONSTRUCT 72" MANHOLE PER IRWD STD S-1	2	EA	\$ 21,411.00	\$ 42,822.00	\$ 15,843.16	\$ 31,686.32	\$ 25,000.00	\$ 50,000.00	\$ 14,000.00	\$ 28,000.00	\$ 17,000.00	\$ 34,000.00	\$ 24,000.00	\$ 48,000.00
34	REMOVE TEMP 12" TERMINAL CLEANOUT AND JOIN	1	EA	\$ 482.00	\$ 482.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 800.00	\$ 800.00	\$ 8,000.00	\$ 8,000.00
35	PREMIUM FOR PHASIS OF IRWD CAPITAL SANITARY SEWER CONSTRUCTION AS REQUIRED BY PROJECT MILESTONES	1	LB	\$ 3,300.00	\$ 3,300.00	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 30,000.00	\$ 30,000.00
SANITARY SEWER - IRWD CAPITAL - SUBTOTAL (SECTION C)					\$ 338,824.00		\$ 233,472.89		\$ 867,800.00		\$ 587,121.80		\$ 287,808.00		\$ 614,285.80
D. RECYCLED WATER - IRWD CAPITAL															
36	CONST 6" AWWA C-900 PURPLE PVC, DR14, W/ TRENCH & BEDDING PER IRWD STD NO. W-17	2,309	LF	\$ 20.00	\$ 46,180.00	\$ 24.31	\$ 56,131.79	\$ 60.00	\$ 138,540.00	\$ 30.00	\$ 69,270.00	\$ 23.00	\$ 53,107.00	\$ 28.00	\$ 64,652.00
37	INSTALL 6" BUTTERFLY VALVE, CL 150# VALVE BOX PER IRWD STD W-22	2	EA	\$ 1,600.00	\$ 3,200.00	\$ 2,078.63	\$ 4,157.26	\$ 2,800.00	\$ 5,600.00	\$ 2,800.00	\$ 5,600.00	\$ 2,200.00	\$ 4,400.00	\$ 3,000.00	\$ 6,000.00
38	INSTALL 6" GATE VALVE, CL 150 VALVE BOX PER IRWD STD W-22	4	EA	\$ 1,600.00	\$ 6,400.00	\$ 2,357.30	\$ 9,429.20	\$ 2,500.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,800.00	\$ 7,200.00	\$ 1,800.00	\$ 7,200.00
39	INSTALL 1" GATE VALVE, CL 150 VALVE BOX PER IRWD STD W-22	2	EA	\$ 1,370.00	\$ 2,740.00	\$ 2,120.90	\$ 4,241.84	\$ 2,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,700.00	\$ 3,400.00	\$ 1,300.00	\$ 2,600.00
40	INSTALL 6"x6"x4" D.I. TEE, FLDG, W/ THRUST BLOCK PER IRWD STD NO. W-18	2	EA	\$ 275.00	\$ 550.00	\$ 290.00	\$ 580.00	\$ 1,600.00	\$ 3,200.00	\$ 260.00	\$ 520.00	\$ 540.00	\$ 1,080.00	\$ 400.00	\$ 800.00
41	INSTALL 6"x6"x4" D.I. TEE, FLDG, W/ THRUST BLOCK PER IRWD STD NO. W-18	2	EA	\$ 298.00	\$ 596.00	\$ 300.00	\$ 600.00	\$ 1,500.00	\$ 3,000.00	\$ 240.00	\$ 480.00	\$ 540.00	\$ 1,080.00	\$ 375.00	\$ 750.00
42	INSTALL 6" D.I. BEND WITH THRUST BLOCK PER IRWD STD W-16	5	EA	\$ 252.00	\$ 1,260.00	\$ 130.00	\$ 650.00	\$ 1,000.00	\$ 5,000.00	\$ 750.00	\$ 3,750.00	\$ 295.00	\$ 1,475.00	\$ 1,475.00	\$ 7,375.00
43	INSTALL 6" D.I. HIGH DEFLECTION COUPLING	28	EA	\$ 14.00	\$ 392.00	\$ 100.00	\$ 2,800.00	\$ 500.00	\$ 14,000.00	\$ 115.00	\$ 3,220.00	\$ 70.00	\$ 1,960.00	\$ 30.00	\$ 840.00
44	INSTALL 6" D.I. FEMPO ADAPTER	7	EA	\$ 178.00	\$ 1,246.00	\$ 100.00	\$ 700.00	\$ 600.00	\$ 4,200.00	\$ 160.00	\$ 1,120.00	\$ 200.00	\$ 1,400.00	\$ 300.00	\$ 2,100.00
45	INSTALL 6" D.I. BLIND FLANGE	2	EA	\$ 120.00	\$ 240.00	\$ 100.00	\$ 200.00	\$ 1,000.00	\$ 2,000.00	\$ 124.00	\$ 248.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00
46	INSTALL 4" D.I. BLIND FLANGE	2	EA	\$ 193.00	\$ 386.00	\$ 130.00	\$ 260.00	\$ 300.00	\$ 600.00	\$ 115.00	\$ 230.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00
47	INSTALL 4" AIR RELEASE VALVE AND VACUUM RELIEF VALVE ASSEMBLY PER IRWD STD. NO. W-11	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,402.87	\$ 4,805.74	\$ 5,000.00	\$ 10,000.00	\$ 1,400.00	\$ 2,800.00	\$ 3,100.00	\$ 6,200.00	\$ 5,400.00	\$ 10,800.00
48	INSTALL TEMPORARY FLUSH-OUT ASSEMBLY PER IRWD STD. W-13	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,620.19	\$ 3,240.38	\$ 2,500.00	\$ 5,000.00	\$ 1,700.00	\$ 3,400.00	\$ 1,400.00	\$ 2,800.00	\$ 2,800.00	\$ 5,600.00
49	REMOVE TEMPORARY FLUSH-OUT AND JOIN EXISTING	2	EA	\$ 900.00	\$ 1,800.00	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,200.00	\$ 6,400.00	\$ 5,400.00	\$ 10,800.00
50	PREMIUM FOR PHASIS OF IRWD CAPITAL RECYCLED WATER CONSTRUCTION AS REQUIRED BY PROJECT MILESTONES	1	LB	\$ 1,300.00	\$ 1,300.00	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 3,000.00	\$ 3,000.00
RECYCLED WATER - IRWD CAPITAL - SUBTOTAL (SECTION D)					\$ 100,128.00		\$ 99,582.41		\$ 247,648.00		\$ 127,848.00		\$ 61,277.88		\$ 168,942.00
TOTAL IRWD CAPITAL PRICE (SECTIONS A-D)					\$ 822,472.00		\$ 725,929.37		\$ 2,022,816.00		\$ 1,222,840.00		\$ 884,719.00		\$ 1,874,978.80
E. OWNER'S OPTIONS															
Credit to this contract if awarded contracts "0061130P", "0061130P" and "0021130P" (ALL IRWD CAPITAL WET UTILITY CONTRACTS)															
51															
Credit to this contract if awarded contracts "0061130P", "0061130P", "0061130P" and "0021130P" (ALL WET UTILITY CONTRACTS)															
52															

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: PA51 REACH A SEWER IMPROVMENTS
EPMS Project No: 21154 **EA No:** 1
Oracle Project No: 4614
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: February 20, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
212	60.0	BONDS YET TO BE SOLD**
250	40.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$2,481,200
Total EA Requests:	\$2,481,200
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$2,481,200
Updated Budget:	\$2,481,200
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	60,000	0	60,000	60,000	0	60,000	6/13	1/14
ENGINEERING DESIGN - OUTSIDE	180,000	0	180,000	180,000	0	180,000	6/13	1/14
DESIGN STAFF FIELD SUPPORT	20,000	0	20,000	20,000	0	20,000	6/13	1/14
ENGINEERING - CA&I IRWD	80,000	0	80,000	80,000	0	80,000	3/14	12/15
ENGINEERING - CA&I OUTSIDE	200,000	0	200,000	200,000	0	200,000	3/14	12/15
CONSTRUCTION FIELD SUPPORT	20,000	0	20,000	20,000	0	20,000	3/14	12/15
CONSTRUCTION	1,800,000	0	1,800,000	1,800,000	0	1,800,000	3/14	12/15
LEGAL	3,000	0	3,000	3,000	0	3,000	6/13	12/15
Contingency - 5.00% Subtotal	\$118,200	\$0	\$118,200	\$118,200	\$0	\$118,200		
Subtotal (Direct Costs)	\$2,481,200	\$0	\$2,481,200	\$2,481,200	\$0	\$2,481,200		
Estimated G/A - 170.00% of direct labor*	\$306,000	\$0	\$306,000	\$306,000	\$0	\$306,000		
Total	\$2,787,200	\$0	\$2,787,200	\$2,787,200	\$0	\$2,787,200		
Direct Labor	\$180,000	\$0	\$180,000	\$180,000	\$0	\$180,000		

*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 2/20/14

Department Director:

Kevin L. Burt 2/20/14

Finance:

Elaine 2/24/14

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 \$2,843,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. The project is made under Treasury Regulation Section 1.150-2.

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: PA51 RIDGE VALLEY, TRABUCO TO IRVINE BLVD - DW
EPMS Project No: 11671 **EA No:** 1
Oracle Project No: 4261
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: January 31, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
112	100.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$723,800
Total EA Requests:	\$723,800
Previously Approved Budget:	\$288,200
Budget Adjustment Requested this EA:	\$435,600
Updated Budget:	\$723,800
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	40,000	0	40,000	25,000	15,000	40,000	1/13	1/14
ENGINEERING DESIGN - OUTSIDE	70,000	0	70,000	50,000	20,000	70,000	1/13	1/14
DESIGN STAFF FIELD SUPPORT	10,000	0	10,000	5,000	5,000	10,000	1/13	1/14
ENGINEERING - CA&I IRWD	30,000	0	30,000	15,000	15,000	30,000	3/14	1/15
ENGINEERING - CA&I OUTSIDE	55,000	0	55,000	45,000	10,000	55,000	3/14	1/15
CONSTRUCTION FIELD SUPPORT	10,000	0	10,000	5,000	5,000	10,000	3/14	1/15
CONSTRUCTION	440,000	0	440,000	250,000	190,000	440,000	3/14	1/15
LEGAL	3,000	0	3,000	1,000	2,000	3,000	1/13	1/15
Contingency - 10.00% Subtotal	\$65,800	\$0	\$65,800	\$39,600	\$26,200	\$65,800		
Subtotal (Direct Costs)	\$723,800	\$0	\$723,800	\$435,600	\$288,200	\$723,800		
Estimated G/A - 170.00% of direct labor*	\$153,000	\$0	\$153,000	\$85,000	\$68,000	\$153,000		
Total	\$876,800	\$0	\$876,800	\$520,600	\$356,200	\$876,800		
Direct Labor	\$90,000	\$0	\$90,000	\$50,000	\$40,000	\$90,000		

*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:

Kelley Lew _____ 2/3/14

Department Director:

Kevin J. Buntan _____ 2/12/14

Finance:

[Signature] _____ 2/17/14

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 \$895,000, further described in the attached staff report and additional documents, if any, which are hereby incorporated into this authorization. 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: PA51 RIDGE VALLEY, TRABUCO TO IRVINE BLVD - SS
EPMS Project No: 21671 **EA No:** 1
Oracle Project No: 4263
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: January 31, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
212	100.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$436,700
Total EA Requests:	\$436,700
Previously Approved Budget:	\$233,200
Budget Adjustment Requested this EA:	\$203,500
Updated Budget:	\$436,700
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	25,000	0	25,000	15,000	10,000	25,000	1/13	1/14
ENGINEERING DESIGN - OUTSIDE	40,000	0	40,000	25,000	15,000	40,000	1/13	1/14
DESIGN STAFF FIELD SUPPORT	10,000	0	10,000	5,000	5,000	10,000	1/13	1/14
ENGINEERING - CA&I IRWD	20,000	0	20,000	5,000	15,000	20,000	3/14	1/15
ENGINEERING - CA&I OUTSIDE	30,000	0	30,000	20,000	10,000	30,000	3/14	1/15
CONSTRUCTION FIELD SUPPORT	10,000	0	10,000	5,000	5,000	10,000	3/14	1/15
CONSTRUCTION	260,000	0	260,000	110,000	150,000	260,000	3/14	1/15
LEGAL	2,000	0	2,000	0	2,000	2,000	1/13	1/15
Contingency - 10.00% Subtotal	\$39,700	\$0	\$39,700	\$18,500	\$21,200	\$39,700		
Subtotal (Direct Costs)	\$436,700	\$0	\$436,700	\$203,500	\$233,200	\$436,700		
Estimated G/A - 170.00% of direct labor*	\$110,500	\$0	\$110,500	\$51,000	\$59,500	\$110,500		
Total	\$547,200	\$0	\$547,200	\$254,500	\$292,700	\$547,200		
Direct Labor	\$65,000	\$0	\$65,000	\$30,000	\$35,000	\$65,000		

*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 2/3/14

Department Director:

Ram G. Burton 2/12/14

Finance:

[Signature] 2/13/14

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 \$559,000, further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. The 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: PA51 RIDGE VALLEY, TRABUCO TO IRVINE BLVD - RW
EPMS Project No: 31671 **EA No:** 1
Oracle Project No: 4264
Project Manager: CORTEZ, MALCOLM
Project Engineer: LEW, KELLY
Request Date: January 31, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
212	100.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$194,700
Total EA Requests:	\$194,700
Previously Approved Budget:	\$73,700
Budget Adjustment Requested this EA:	\$121,000
Updated Budget:	\$194,700
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	10,000	0	10,000	6,000	4,000	10,000	1/13	1/14
ENGINEERING DESIGN - OUTSIDE	20,000	0	20,000	14,000	6,000	20,000	1/13	1/14
DESIGN STAFF FIELD SUPPORT	5,000	0	5,000	3,000	2,000	5,000	1/13	1/14
ENGINEERING - CA&I IRWD	10,000	0	10,000	4,000	6,000	10,000	3/14	1/15
ENGINEERING - CA&I OUTSIDE	15,000	0	15,000	10,000	5,000	15,000	3/14	1/15
CONSTRUCTION FIELD SUPPORT	5,000	0	5,000	3,000	2,000	5,000	3/14	1/15
CONSTRUCTION	110,000	0	110,000	70,000	40,000	110,000	3/14	1/15
LEGAL	2,000	0	2,000	0	2,000	2,000	1/13	1/15
Contingency - 10.00% Subtotal	\$17,700	\$0	\$17,700	\$11,000	\$6,700	\$17,700		
Subtotal (Direct Costs)	\$194,700	\$0	\$194,700	\$121,000	\$73,700	\$194,700		
Estimated G/A - 170.00% of direct labor*	\$51,000	\$0	\$51,000	\$27,200	\$23,800	\$51,000		
Total	\$245,700	\$0	\$245,700	\$148,200	\$97,500	\$245,700		
Direct Labor	\$30,000	\$0	\$30,000	\$16,000	\$14,000	\$30,000		

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

EA Originator:

Kelly Lew _____ 2/3/14

Department Director:

Kevin L. Burton _____ 2/12/14

Finance:

[Signature] _____ 2/13/14

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 \$251,000 as further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

AS
March 10, 2014
Prepared by: S. Malloy
Submitted by: K. Burton *K.B.*
Approved by: Paul Cook *P. Cook*

ACTION CALENDAR

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

SUMMARY:

Filanc/Balfour-Beatty (FBB) is constructing the Michelson Water Recycling Plant (MWRP) Biosolids and Energy Recovery Facilities (Biosolids). Staff recommends that the Board approve Contract Change Order (CCO) No. 3 in the amount of \$745,503 for the bid quantity adjustment of pile pre-drilling.

BACKGROUND:

Construction of the Biosolids project was awarded to FBB in March 2013 in the amount of \$163,513,307. The Biosolids project 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. These facilities will be constructed on the undeveloped land north of IRWD's existing Operations Center, maintenance shops, water quality laboratory, and warehouse.

Contract Change Order No. 3:

One of FBB's first construction activities is installing the foundation piles. Depending on the soil conditions of the location where the foundation pile is being installed, pre-drilling may be necessary. The decision to pre-drill is based on the recommendation of IRWD's geotechnical engineering consultant and is done at the time of pile installation.

Estimating pile pre-drilling quantities at MWRP is difficult because of the variation of subsurface field conditions. Therefore, prior to the Biosolids project being advertised for bidding, a geotechnical baseline investigation and report was prepared for the Biosolids site. In addition, 24 indicator piles were driven to better understand the need for pile pre-drilling. Based on known conditions at the time of design, little pile pre-drilling was anticipated and a modest estimate of the required pile pre-drilling amount was included in the specifications on the bid form. 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.

FBB began installing foundation piles in September 2013. As of the end of February 2013, FBB 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.

This change order was submitted in January 2014 to the Engineering and Operations (E&O) Committee for 87,000 feet of pile pre-drilling in the amount of \$717,750. After the E&O Committee meeting, staff refined the original estimate of future pre-drilling by reviewing data collected from the piles installed for this project and by consulting with IRWD's 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 E&O Committee in January.

If the actual and final quantity differs from this refined estimate, staff will present a subsequent change order to adjust to the final quantity. Staff is processing CCO No. 3 in order to allow payments to FBB for their costs incurred for pile pre-drilling.

CCO No. 3 in the amount of \$745,503 is for bid quantity adjustment for pile pre-drilling. CCO No. 3 is attached as Exhibit "A". The Contract Change Order Summary is attached as Exhibit "B".

FISCAL IMPACTS:

The MWRP Biosolids and Energy Recovery Facilities Project 21146 (4286) is included in the FY 2013-14 Capital Budget. The existing budget and Expenditure Authorization are sufficient to fund CCO No. 3.

ENVIRONMENTAL COMPLIANCE:

The MWRP Biosolids and Energy Recovery Facilities is subject to the California Environmental Quality Act (CEQA) and in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7, a Supplemental Environmental Impact Report (SEIR), SCH # 2011031091, was certified by IRWD at its October 22, 2012 meeting. The City of Irvine Planning Commission approved a conditional use permit for the IRWD Biosolids Project at its December 6, 2012 meeting.

COMMITTEE STATUS:

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.

RECOMMENDATION:

THAT THE BOARD APPROVE 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).

Action Calendar: Michelson Water Recycling Plant Biosolids and Energy Recovery Facilities
Contract Change Order
March 10, 2014
Page 3

LIST OF EXHIBITS:

Exhibit "A" – Contract Change Order No. 3
Exhibit "B" – Contract Change Order Summary

EXHIBIT "A"

CONTRACT CHANGE ORDER

IRVINE RANCH WATER DISTRICT
 15600 Sand Canyon Avenue
 Irvine, California 92618
 (949) 453-5300
 MWRP Biosolids and Energy Recovery Facilities



C.O. No. 03
 Final

Project No. 21146 (4286)

Date: February 24, 2014

Project Title

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
1. Bid Quantity Adjustment for Bid Item 8.6 – Pre-Drill (CR-029) PR 21146 (4286) Task 3505 – Incremental Increase of 90,364 LF of pre-drilling at \$8.25 per LF. This Change Order includes seven (7) calendar days of non-compensable time extension for Milestones No. 1 (WAS & Primary Sludge Processing) and No. 2 (Sludge Thickening Facilities). No extended office or field office overhead charges will result of this change order.	\$745,503.00	\$0.00	0
<u>Notes:</u> 1) Milestone 1 is changed to July 13, 2015 with this Change Order. 2) Milestone 2 is changed to August 27, 2015 with this Change Order. 3) The project completion date of October 28, 2016 is unchanged with this Change Order.			
TOTAL	\$745,503.00	\$0.00	0

DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=	\$745,503.00	0
2. ORIGINAL CONTRACT AMOUNT	=	\$163,465,940.00	1,278
3. TOTAL PREVIOUS CHANGE ORDER(S)	=	\$32,677.42	0
4. TOTAL BEFORE THIS CHANGE ORDER (2+3)	=	\$163,498,617.42	1,278
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=	\$164,244,120.42	1,278

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

-----Seven Hundred Forty-Five Thousand Five Hundred Three and 00/100-----Dollars

3/6/14
Date

Filanc/Balfour Beatty
Contractor

Vince Diaz
By: Vince Diaz, Vice President of Operations

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
	<u>3-6-14</u>	Department Director Approval Required <input type="checkbox"/>
IRWD Engineer or Consulting Engineer	Date	General Manager Approval Required <input type="checkbox"/>
<u>Steve Malloy</u>	<u>3-6-14</u>	Committee Approval Required <input type="checkbox"/>
Principal Engineer – MWRP Construction	Date	Board Approval Required <input checked="" type="checkbox"/>
<u>Karin L. Burton</u>	<u>3-6-14</u>	
Executive Director of Engineering and Water Quality	Date	By _____ Date _____
General Manager	Date	Purchase Order No. _____

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

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

EXHIBIT "B"

MWRP Biosolids and Energy Recovery Facilities
PR 21146 (4286)
Construction Summary

Contractor: Filano/Balfour-Beatty
Design Engineer: Black & Veatch

			Contract Amount						Contract Days				Original Completion Date:
			Original Contract Amount: \$163,465,940.00						Original Days: 1,278				10/28/2016
Change Order	Description	Category	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum Total C.O. days	Revised Total Contract Days	Revised Completion Date
1	Approved by Exe. Director of Engineering and Water Quality Approved on October 24, 2013			\$20,202.42	\$0.00	\$20,202.42	0.01%	\$163,486,142.42	0	0	0	1,278	10/28/2016
1.1	Modifications to Road to Development Area - Delete AC to Triangle, add AB to Michelson (CR-004)	A	\$ 20,202.42						0				
2	Approved by Exe. Director of Engineering and Water Quality Approved on November 13, 2013			\$12,475.00	\$20,202.42	\$32,677.42	0.02%	\$163,498,617.42	0	0	0	1,278	10/28/2016
2.1	Street Light Conduit Modifications (CR-007)	B	\$ 12,475.00						0				
3	Pending approval by Board of Directors Pending Approval on March 10, 2014			\$745,503.00	\$32,677.42	\$778,180.42	0.48%	\$164,244,120.42	0	0	0	1,278	10/28/2016
3.1	Bid Quantity Adjustment of Bid Item 8.6 Pre-Drill	B	\$ 745,503.00						0				

Category	Total Amount	% of Original Contract
A - District Convenience/Initiation - Project Related	\$ 20,202.42	0.01%
B - Differing Site Conditions	\$ 757,978.00	0.46%
C - Design Oversight	\$ -	0.00%
D - District Convenience/Initiation - Non-Project Related	\$ -	0.00%
TOTAL (A + B + C + D)	\$ 778,180.42	0.48%

08
March 10, 2014

Prepared by: S. Malloy

Submitted by: K. Burton *F.B.B.*

Approved by: Paul Cook *[Signature]*

ACTION CALENDAR

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

SUMMARY:

Filanc/Balfour-Beatty (FBB) is constructing the Michelson Water Recycling Plant (MWRP) Biosolids and Energy Recovery Facilities (Biosolids). The IRWD construction management team has identified a need for materials testing as well as additional start-up services and air permitting engineering services to support the Biosolids project. To provide these services, new authorizations and variances are required.

Staff recommends that the Board:

- Authorize 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;
- Authorize 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 and software testing services;
- Authorize 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
- Authorize 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.

BACKGROUND:

Construction of the Biosolids project was awarded to FBB in March 2013 in the amount of \$163,513,307. The Biosolids project will provide biosolids digestion, dewatering, energy production, and on-site sludge drying. The project includes excavation for subsurface structures; installation of an estimated 3,000 foundation piles; three egg-shaped digesters; a state-of-the-art odor control system; a biogas conditioning system and power generation using micro-turbines; a fats, oil and grease (FOG) receiving station; and new utility services. These facilities will be constructed on the undeveloped land north of IRWD's existing Operations Center, maintenance shops, water quality laboratory, and warehouse.

Material Testing Service Consultant Selection:

Material testing services for concrete and asphalt paving are required for the construction of the Biosolids project. Proposals to provide these services were requested and received from NMG Geotechnical Inc., Ninyo and Moore, and Leighton Associates. GMU declined to submit a proposal. All firms have performed these services for IRWD on past projects. After reviewing 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.

An evaluation matrix of the proposals is attached as Exhibit "A". Ninyo & Moore's proposal is attached as Exhibit "B".

Start-Up Engineering Services Consultant Selection:

When the Biosolids 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. Due to recent staffing changes and the needs of other capital projects, IRWD staff cannot be provided to support the Biosolids project. Therefore, additional resources are required to meet the needs of the Biosolids project including a Start-up Engineer and a Software Test Engineer.

Start-up Engineer: Start-up of the Biosolids project will be complex and challenging. Previous IRWD experience illustrates the critical nature of the start-up phase of a project. It requires a dedicated Start-up Engineer that has comprehensive knowledge of start-up activities and its associated tasks. The Start-up Engineer coordinates a multitude of activities between the contractor, the design team, and IRWD staff. This coordination includes:

1. Reviewing design plans and equipment submittals;
2. Reviewing the contractor's start-up plans;
3. Coordinating the efforts of the SCADA programmers;
4. Scheduling of testing;
5. Reviewing deficiency lists; and
6. Scheduling and attending necessary meetings.

Software Test Engineer: In order to meet the contractual project schedule milestones, it will be necessary for the contractor's systems integrator to simultaneously develop the SCADA software for several different process areas. The PCS software must be developed, completely bench-tested, and then field-tested. The Software Test Engineer will have the following responsibilities:

1. Witness the PCS bench-tests which test the programmable logic controller (PLC) code and human-machine interface (HMI) screens against forced values;

2. Witness the field testing for the PCS with live mechanical equipment, local control panels, and instrumentation;
3. Witness functional acceptance testing of PCS where multiple systems are tested together under process conditions; and
4. Assist with development of PLC and HMI Operational & Maintenance training manuals and training classes for operations.

Consultant Selection: EI&C has demonstrated that they can provide a qualified Start-up Engineer and Software Test Engineer for these demanding roles. EI&C has been providing these services for the MWRP Phase 2 Expansion which has greatly helped the contractor and staff during start-up. EI&C has coordinated the efforts of the PCS programmers, the design engineer, and the contractor's testing and start-up personnel. Because of their demonstrated commitment, use of EI&C has allowed staff to concentrate on other IRWD projects that require their attention. Moreover, EI&C provided peer review of the Biosolids electrical and instrumentation design documents and assisted the development of the control logic descriptions that serve as a basis for control system software design for the project.

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 new tasks required of the Start-up Engineer are different, but they are being performed by the same person. Therefore, the hours budgeted in this current proposal for the Start-up Engineer augment the prior authorization so that the Start-up Engineer will be authorized full time starting in March 2014. The Software Test Engineer will join the project team in August 2014 which is twelve months prior to Milestone 1 (July 2015) for primary and secondary sludge processing. Both the Start-up Engineer and the Software Test Engineer will continue their involvement until the end of the Biosolids project.

EI&C's proposal, in the amount of \$1,239,007, is attached as Exhibit "C".

Variance No. 1 with Black & Veatch:

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. Due to a recent reallocation of IRWD 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. The Field Electrical Engineer will also coordinate with staff to ensure that IRWD standards are met during the submittal review and actual construction. 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.

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. Black & Veatch's Variance No. 1 in the amount of \$664,600 is attached as Exhibit "D".

Variance No. 6 with Environ:

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). The SCAQMD staff has been asking very detailed questions and preparing responses has taken more time and effort than expected. In addition to analysis of the proposed Biosolids air emissions, SCAQMD staff has been evaluating the emissions for the entire MWRP site. 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. Title V permits have more fees and public notification requirements, but fortunately it will not place artificial limits on the use of the various components, such as the dryer, boilers, enclosed gas burner, or microturbines, associated with the Biosolids project.

Environ's Variance No. 6 for additional engineering services, in the amount of \$40,000, is attached as Exhibit "E" and includes the following tasks:

1. Additional air quality permit application assistance required to finalize the SCAQMD permit to construct;
2. Preparation of the Title V permit application and new equipment emissions estimates which was not included in the previous scope of work; and
3. Continue coordination and communications efforts with SCAQMD staff.

FISCAL IMPACTS:

The MWRP Biosolids and Energy Recovery Facilities Project 20847 (1617) is included in the FY 2013-14 Capital Budget. The existing budget and Expenditure Authorization are sufficient to fund the professional services agreement with EI&C and Ninyo & Moore and the variances with Black & Veatch and Environ.

ENVIRONMENTAL COMPLIANCE:

The MWRP Biosolids and Energy Recovery Facilities is subject to the California Environmental Quality Act (CEQA) and in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7, a Supplemental Environmental Impact Report (SEIR), SCH # 2011031091, was certified by IRWD at its October 22, 2012 meeting. The City of Irvine Planning Commission approved a conditional use permit for the IRWD Biosolids Project at its December 6, 2012 meeting.

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD AUTHORIZE 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; AUTHORIZE 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; AUTHORIZE 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 AUTHORIZE 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).

LIST OF EXHIBITS:

- Exhibit "A" – Evaluation Matrix – Material Testing Proposals
- Exhibit "B" – Proposal – Ninyo & Moore
- Exhibit "C" – Proposal – EI&C Engineering, Inc.
- Exhibit "D" – Variance No. 1 with Black & Veatch
- Exhibit "E" – Variance No. 6 with Environ

EXHIBIT "A"

	Weights	Ninyo & Moore	NMG	Leighton
PROPOSAL CONTENT	50%			
*Project Understanding	15%	1	2	3
*Proposal Content	15%	3	1	2
*Scope of Work	20%	1	2	3
*Crew days/visits	50%	1	3	2
Field Inspection/Testing Total (Hours)		1328	1186	1284
Field Budget		\$120,000	\$116,228	\$160,272
Concrete Tests		1200	1920	1806
Masonry Tests		105	22	77
Lab Testing Budget		\$33,880	\$54,060	\$76,220
Office Supervision Support (Hours)		172		160
Office Budget		\$24,232	\$20,058	\$16,545
Final Report		\$2,458	\$1,600	\$3,688
Weighted Score (Proposal Content)	100%	1.30	2.35	2.35
EXPERIENCE	50%			
*Firm	40%	1	2	3
*Responsiveness to Field Reqt's	60%	1	2	3
Weighted Score (Experience)	100%	1.00	2.00	3.00
COMBINED WEIGHTED SCORE		1.15	2.18	2.68
Base Fee		\$180,570	\$191,946	\$256,725
Special Services		\$42,160	\$45,920	\$49,760
Total Proposed Fee		\$222,730.00	\$237,866.00	\$306,485.00
RANKINGS: 1 - EXCELLENT 2 - VERY GOOD 3 - GOOD		1	2	3

January 20, 2014
 Proposal No. P-16285

Mr. Billy Stewart
 Irvine Ranch Water District
 15600 Sand Canyon Avenue
 P.O. Box 5700
 Irvine, California 92618

Subject: Proposal for Materials Testing Services
 Michelson Water Treatment Plant Biosolids and Energy Recovery Facilities
 Irvine, California

Dear Mr. Stewart:

Ninyo & Moore is pleased to submit this proposal to provide materials testing services during construction of the Michelson Water Treatment Plant Biosolids and Energy Recovery Facilities Project located in Irvine, California. We have prepared this proposal based on our review of the project Request for Proposal (RFP), plans and specifications. We understand that the project will generally consist of several new structures including a Storm Water Pump Station, Primary Sludge Pump- Station, Solids Handling Building, Acid Phase Digesters, Methane Phase Digesters, Sludge Holding Tanks, Digester Control Building, Dewatering Feed Pump Station, Digester Gas Storage and Treatment, Micro Turbines, Centrate Treatment, Odor Control Pad, Bulk Polymer Storage, Bulk Liquid Chemical Storage, and Fog Receiving Station. The estimated total quantity of cast-in-place concrete is approximately 18,500 cubic yards. We also understand that the project will include installation of approximately 3,000 pre-cast concrete driven piles. The projected project completion date is October of 2016. The contractor estimates that there will be 301 separate concrete pours to complete the project. We understand that the project geotechnical services during construction will be provided by others.

The hourly rates in our proposal reflect an escalation for prevailing wage staff types. All other hourly rates for non-prevailing wage staff types will remain fixed for the duration of the project.

Our proposed team includes Mr. Garreth Saiki as Principal in Charge, Mr. Andy Rodriguez as Project Manager and our team of lead technicians and inspectors include Mr. Steve Solis, Mr. Vince Cordova and Mr. Steve Moudy. Our lead technicians are certified by the American Concrete Institute. Resumes of our proposed team are attached.

SCOPE OF SERVICES

Based on our understanding of the proposed project and our experience with similar projects, our scope of services will be as follows:

- Project coordination, management and technical support, including review of the project plans and specifications, work scheduling, and distribution of test data and daily reports.
- Attendance at pre-construction meetings and as-requested field meetings.
- Field soil technician services for observation, sampling and density testing during placement of aggregate base and asphalt concrete (AC) pavement. Field density testing will be performed to evaluate the contractor's compaction operations.
- Field technician services for observation and sampling of structural concrete and grout, including checking slump, temperature, and casting of concrete cylinders.
- Load and torque testing of expansion and epoxy anchors.
- Preparation of field daily reports and test data sheets.
- Laboratory testing, including sand equivalent, and sieve analysis of aggregate base and hveem, oil content and gradation of AC representative samples obtained in the field, as well as compressive strength testing of concrete, grout and mortar sampled in the field.
- Pick-up and transportation of construction material samples for testing at our laboratory.
- Preparation and submittal of a Materials Report, which includes a summary of our test results and presents the conclusions of our observations.

ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- Our services will be coordinated and scheduled as needed by our client or the project superintendent.
- Our services are subject to prevailing wage requirements.
- Our estimated fee does not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached table will be billed on a time-and-materials basis.


ESTIMATED FEE

We propose to provide our services on a time-and-materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Based on the scope of services described herein, our estimated fee for is presented in Table 1. As requested in the RFP, we have also completed the Work Delineation and Fee Proposal form.

Ninyo & Moore appreciates the opportunity to provide this proposal and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE


A. "Tino" Rodriguez
Principal, Construction Services


Jalal Vakili, PhD, PE
Principal Engineer

AR/JV/sc

Attachments: Table 1 – Breakdown of Estimated Fee for the Baker Water Treatment Plant
Schedule of Fees
Schedule of Fees for Laboratory Testing
Work Delineation and Fee Proposal
Resumes

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

**TABLE 1 - BREAKDOWN OF ESTIMATED FEE
FOR THE BAKER WATER TREATMENT PLANT PROJECT**

PROJECT COORDINATION, MANAGEMENT AND TECHNICAL SUPPORT			
Senior Project Engineer/Geologist	160 hours @	\$ 145.00 /hour	\$ 23,200.00
Supervisory Technician	12 hours @	\$ 86.00 /hour	\$ 1,032.00
Subtotal			\$ 24,232.00
FIELD SERVICES			
Senior Project Engineer/Geologist	8 hours @	\$ 145.00 /hour	\$ 1,160.00
Field Technician/Inspector			
2014	440 hours @	\$ 79.00 /hour	\$ 34,760.00
2015	480 hours @	\$ 82.00 /hour	\$ 39,360.00
2016	360 hours @	\$ 85.00 /hour	\$ 30,600.00
Sample Pick-up	160 hours @	\$ 66.00 /hour	\$ 10,560.00
Anchor Load Testing (w/Equipment)	40 hours @	\$ 89.00 /hour	\$ 3,560.00
Subtotal			\$ 120,000.00
LABORATORY ANALYSES			
Sand Equivalent, D 2419, CT 217	3 tests @	\$ 90.00 /test	\$ 270.00
Sieve Analysis, D 422, CT 202	3 tests @	\$ 110.00 /test	\$ 330.00
Concrete Compression Tests, C-39	1200 tests @	\$ 22.00 /test	\$ 26,400.00
Grout Compression Tests, UBC 21-18	60 tests @	\$ 30.00 /test	\$ 1,800.00
Mortar Compression Tests, UBC 21-16	45 tests @	\$ 30.00 /test	\$ 1,350.00
Concrete Drying Shrinkage, C 157	10 tests @	\$ 250.00 /test	\$ 2,500.00
AC Maximum Density	3 tests @	\$ 195.00 /test	\$ 585.00
AC Extraction & Gradation	3 tests @	\$ 215.00 /test	\$ 645.00
Subtotal			\$ 33,880.00
REPORT PREPARATION			
Principal Engineer/Geologist	2 hours @	\$ 154.00 /hour	\$ 308.00
Senior Project Engineer/Geologist	10 hours @	\$ 145.00 /hour	\$ 1,450.00
Technical Illustrator/CAD Operator	6 hours @	\$ 78.00 /hour	\$ 468.00
Data Processing, Technical Editing, or Reproduction	4 hours @	\$ 58.00 /hour	\$ 232.00
Subtotal			\$ 2,458.00
TOTAL ESTIMATED FEE (NOT INCLUDING SPECIAL SERVICES)			\$ 180,570.00
SPECIAL SERVICES			
Senior Project Engineer/Geologist	160 hours @	\$ 145.00 /hour	\$ 23,200.00
Field Technician	240 hours @	\$ 79.00 /hour	\$ 18,960.00
Subtotal			\$ 42,160.00
TOTAL ESTIMATED FEE (INCLUDING SPECIAL SERVICES)			\$ 222,730.00

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 154
Senior Engineer/Geologist/Environmental Scientist.....	\$ 148
Senior Project Engineer/Geologist/Environmental Scientist	\$ 145
Project Engineer/Geologist/Environmental Scientist.....	\$ 142
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 128
Staff Engineer/Geologist/Environmental Scientist.....	\$ 120
GIS Analyst	\$ 120
Field Operations Manager	\$ 95
Supervisory Technician*	\$ 86
Nondestructive Examination Technician*, UT, MT, LP	\$ 85
Senior Field/Laboratory Technician*	\$ 79
Field/Laboratory Technician*	\$ 79
ACI Concrete Technician*	\$ 79
Concrete/Asphalt Batch Plant Inspector*	\$ 79
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 79
Technical Illustrator/CAD Operator.....	\$ 78
Geotechnical/Environmental/Laboratory Assistant	\$ 66
Information Specialist.....	\$ 66
Data Processing, Technical Editing, or Reproduction.....	\$ 58

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage.....	\$ 120 /day
Anchor load test equipment (includes technician)	\$ 89 /hr
Hand Auger Equipment	\$ 55 /day
Inclinometer Usage	\$ 32 /hr
Vapor Emission Kits.....	\$ 30 /kit
Level D Personal Protective Equipment (per person per day)	\$ 25 /p/d
Rebar Locator (Pachometer).....	\$ 22 /hr
Nuclear Density Gauge Usage.....	\$ 0 /hr
Field Vehicle Usage.....	\$ 0 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204	\$ 145
California Bearing Ratio (CBR), D 1883	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135
Consolidation, D 2435, CT 219	\$ 275
Consolidation – Time Rate, D 2435, CT 219	\$ 70
Direct Shear – Remolded, D 3080	\$ 290
Direct Shear – Undisturbed, D 3080	\$ 250
Durability Index, CT 229	\$ 150
Expansion Index, D 4829, UBC 18-2	\$ 165
Expansion Potential (Method A), D 4546	\$ 145
Expansive Pressure (Method C), D 4546	\$ 145
Geofabric Tensile and Elongation Test, D 4632	\$ 165
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 422, CT 203	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110
Moisture Only, D 2216, CT 226	\$ 30
Moisture and Density, D 2937	\$ 39
Permeability, CH, D 2434, CT 220	\$ 230
pH and Resistivity, CT 643	\$ 140
Proctor Density D 1557, D 698, CT 216, &	\$ 180
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301	\$ 250
Sand Equivalent, D 2419, CT 217	\$ 90
Sieve Analysis, D 422, CT 202	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90
Specific Gravity, D 854	\$ 90
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 800
Triaxial Shear, C.D, D 4767, T 297	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	190
Triaxial Shear, U.U., D 2850	\$ 140
Unconfined Compression, D 2166, T 208	\$ 100
Wax Density, D 1188	\$ 90

Roofing

Built-up Roofing, cut-out samples, D 2829	\$ 165
Roofing Materials Analysis, D 2829	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 55
Brick Absorption, 7-day, C 67	\$ 60
Brick Compression Test, C 67	\$ 45
Brick Efflorescence, C 67	\$ 45
Brick Modulus of Rupture, C 67	\$ 40
Brick Moisture as received, C 67	\$ 35
Brick Saturation Coefficient, C 67	\$ 50
Concrete Block Compression Test, 8x8x16, C 140	\$ 60
Concrete Block Conformance Package, C 90	\$ 440
Concrete Block Linear Shrinkage, C 426	\$ 120
Concrete Block Unit Weight and Absorption, C 140	\$ 55
Cores, Compression or Shear Bond, CA Code	\$ 55
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30
Masonry Prism, half size, compression, UBC 21-17	\$ 110

Concrete

Cement Analysis Chemical and Physical, C 109	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39	\$ 22
Concrete Mix Design Review, Job Spec	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 50
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 60
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 40
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 496	\$ 80

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6	\$ 55
Hardness Test, Rockwell, A-370	\$ 50
High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 120
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 416	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 50
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 70
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 55

Asphalt Concrete

Asphalt Mix Design, Caltrans	\$ 2,200
Asphalt Mix Design Review, Job Spec	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Maximum Theoretical Unit Weight, D 2041	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 308	\$ 90

Aggregates

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142	\$ 100
Cleaness Value, CT 227	\$ 120
Crushed Particles, CT 205	\$ 140
Durability, Coarse, CT 229	\$ 130
Durability, Fine, CT 229	\$ 130
Los Angeles Abrasion, C 131 or C 535	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$ 105
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 105
Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 85

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT A



IRVINE RANCH WATER DISTRICT 15600 Sand Canyon Ave., P.O. Box 57000, Irvine, CA 92619-7000 (949) 453-5300

PR 21146 (4286)

Proposal Format and Requested Information
Construction Phase Concrete and Pavement Testing Services for
Michelson Water Reclamation Plant Biosolids and Energy Recovery
Project No. 21146

Submitted by: Name of Firm Ninyo & Moore
Contact and Title A. "Tino" Rodriguez - Principal, Construction
Signature and Date

WORK DELINEATION AND FEE PROPOSAL

(state any assumptions for contractors production rates, number of days/hours and cost for each of the following tasks, including appurtenances with the main task they are associated)

1. Paving Operations	
A. Aggregate base inspection and testing Work days at <u>4</u> hours per day.	Subtotal \$ <u>3,160</u>
B. Asphalt paving inspection and testing Work days at <u>8</u> hours per day.	Subtotal \$ <u>3,160</u>
C. Lab Work/Testing (list tests and number of each)	Subtotal \$ <u>7,480</u>
2. Concrete Testing	
A. Cylinder collection Work days at <u>4</u> hours per day.	Subtotal \$ <u>101,960</u>
B. Sets of Cylinders (6 per set) <u>300</u> sets at \$ <u>88</u> per set	Subtotal \$ <u>10,560</u> Subtotal \$ <u>26,400</u>
3. Engineer / Office Support / Administration	
A. Meetings (12 meetings total)	Subtotal \$ <u>3,480</u>
B. Technical Support – specify	Subtotal \$ <u>12,052</u>
C. Administration	Subtotal \$ <u>9,860</u>
5. Final Report (one electronic and one hard copy)	Subtotal \$ <u>2,458</u>
TOTAL FEE	\$ <u>180,570</u>

GARRETH M. SAIKI, PE, GE

PRINCIPAL-IN-CHARGE

EDUCATION

MBA, 1998, University of California Davis

M.S., Civil Engineering, 1989, University of California Berkeley

B.S., Civil Engineering, 1987, University of California Berkeley

REGISTRATIONS AND CERTIFICATIONS

RCE 49665 (California)

GE 2509 (California)

Nuclear Gauge Operator Certification

EXPERIENCE HIGHLIGHTS

Orange County Sanitation District, On-Call Geotechnical and Materials Testing

Los Angeles Unified School District, As-Needed Materials Testing and Inspection Services

John Wayne Airport, A-E Services for Geotechnical Engineering, Materials Testing, Construction Observation and Inspection

City of Los Angeles, As-Needed Geotechnical and Environmental Engineering Services

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures.

REPRESENTATIVE PROJECT EXPERIENCE

Orange County Sanitation District, On-call Geotechnical Services, Orange County, California: Project Manager overseeing our on-call contract services to the Orange County Sanitation District during three consecutive three-year contracts. This contract involved providing geotechnical and materials testing services support during construction of Capital Improvement Program projects. In addition, geotechnical evaluations for design of new projects were performed. Mr. Saiki acted as the point-of-contact for contract administration, supervised project engineers on specific task assignments, monitored contract budgets, and provided technical review and consultations on design evaluations.

Chiquita Water Treatment Plant, Phase III Expansion, San Juan Capistrano, California: Project Manager during geotechnical design and construction services for eleven new structures including tertiary filters, chlorine contact basin, chemical building, tertiary pump station, aeration basin, secondary clarifier, equalization basin, pump station, grit chamber, primary clarifier, and a digester. Mr. Saiki was responsible for preparation of the geotechnical design report and construction consultations. He performed engineering analysis for liquefaction and settlement potential, footing and mat foundations, slabs, lateral earth pressures, shoring, wall and trench backfill, and pavement design.

Scott Labs and Ogden Street Reservoirs, San Bernardino Municipal Water Department, San Bernardino, California: Project Engineer during the design for proposed new 15-million and 12-million gallon buried reservoirs. The projects also include a new pump station, 36-inch inflow and outflow piping, and access roads. The reservoir sites are located in alluvial basins adjacent to the San Jacinto fault zone. The Ogden reservoir site included deep alluvium and shallow granitic bedrock. Subsurface exploration at the sites included small-diameter borings, seismic refraction traverses, and trenching. Geotechnical issues included differential settlement potential, site response spectra, and rippability. Mr. Saiki analyzed subsurface data to evaluate settlement and remedial earthwork, seismic design, footing and mat foundations, lateral earth pressures, shoring, wall and trench backfill, and pavement design.

County of Los Angeles, On-Call Soils and Materials Testing & Inspection Services, California: Project Manager for the on-call materials testing and inspections contract for various County of Los Angeles Department of Public Works contracts. Responsibilities include contract management and daily coordination of field technicians, special deputy inspectors, and laboratory testing services in support of over forty construction projects throughout the County of Los Angeles.

EDUCATION

Diploma/High School

EXPERIENCE HIGHLIGHTS

California Department of Transportation Projects

Various Improvement Projects at Irvine Unified School District

Various Improvement Projects at Saddleback Valley Unified School District

New Elementary School Project at Anaheim City School District

Various Improvement Projects for the City of Cypress

Various Improvement Projects for the City of Stanton

New Fire Station Projects for Orange County Fire Authority

Various Improvement Projects for The Irvine Company

Mr. Rodriguez is a Project Manager for Ninyo & Moore. He has experience on a variety of project types, including highways, bridges, airport projects, pipelines and commercial developments. He oversees field testing of concrete and asphalt concrete, inspection of asphalt and concrete batch plants, geotechnical laboratory testing, quality control for all laboratory procedures, including fulfilling requirements for ASTM, AASHTO, CALTRANS, ACI, and UBC Standards. Additionally, he provides geotechnical observation and testing services for earthwork projects.

REPRESENTATIVE PROJECT EXPERIENCE

Irvine Ranch Water District, On-Call Geotechnical Consulting Services, Irvine, California:

Project Manager retained to provide on-call geotechnical services, including laboratory testing, field observation, and density testing for various IRWD projects. Testing and inspection included observation of foundation excavations, compaction testing of subgrade, aggregate base and asphalt concrete pavement.

Irvine Ranch Water District, Portola Hills Sewer Lift Station, Irvine, California:

Project Manager retained to provide geotechnical services during construction of the proposed Portola Hills Sewer Lift Station Abandonment and Gravity Sewer Project, located in Lake Forest, California. The project consisted of installing approximately 5,200 linear feet (LF) of 12-inch-diameter gravity sewer pipeline, 13 new manholes, abandonment of approximately 1,300 LF of 8-inch and 1,500 LF of 10-inch sewer pipelines, abandonment of the existing Portola Hills Sewer Lift Station and four manholes, and rehabilitation of the existing pressure reducing valve.

Irvine Ranch Water District, Wells 21 and 22 Desalter Facility, Irvine, California:

Project Manager retained to provide project coordination and management for soils and material testing services during construction of the Wells 21 and 22 Desalter project, located in Tustin, California. The project consisted of constructing a new Reverse Osmosis Treatment Plant Building. The project delivery method was design/build. Our services included concrete sampling in the field and soils density testing during building pad preparation, subgrade, aggregate base, asphalt concrete, as well as during the trench and structural backfill operations.

Chiquita Water Reclamation Plant, San Juan Capistrano, California: Senior Field Inspector/Technician providing geotechnical consulting, materials testing and inspection services for the Phase 3 Expansion project. His responsibilities included providing the required concrete sampling and inspection during construction of 11 new concrete structures. His geotechnical services included sampling and field density testing during the structure pad preparation, structural backfill placement, subgrade preparation and during aggregate base and asphalt concrete pavement placement.

City of Murrieta/Nutmeg Overcrossing at Interstate 15, Murrieta, California:

Senior Lead Technician for materials testing services during the construction of the Nutmeg Overcrossing at the Interstate 15 (I-15) freeway in Murrieta, California. The overcrossing, designed in accordance with Caltrans specifications, will have four travel lanes (two lanes in each direction) and consists of a two-span, cast-in-place, and pre-stressed box girder structure supported by two abutments and a center three-column bent.

VINCENT CORDOVA

SENIOR FIELD TECHNICIAN

REGISTRATIONS

Caltrans TL-0111
Nuclear Gauge Operator Certification

ACI Certification

Transportation Worker Identification
Credential (TWIC)

EXPERIENCE HIGHLIGHTS

As a Senior Field Technician for Ninyo & Moore, Mr. Cordova is responsible for providing quality control and quality assurance testing of soils, aggregates, asphalt and concrete materials in accordance with applicable ASTM, AASHTO, ACI, and Caltrans standards. He maintains current field and laboratory testing certifications from ACI, as well as his nuclear gauge certification. He provides observation and testing services during earthwork grading operations, as well as trench and wall backfill and roadway and building pad subgrade preparation. Mr. Cordova's project experience includes:

REPRESENTATIVE PROJECT EXPERIENCE

Orange County Sanitation District, Rocky Point Pump Station, Newport Beach, California: Field Technician responsible for concrete inspection of retaining walls. The project replaces Orange County Sanitation District's current Rocky Point Pump Station with a new pump station. The new pump station will consist of a below-ground wet well/pump room and above ground electrical control building.

Port of Long Beach, On-Call Soils and Materials Testing & Inspection Services, California: Serving as Field Technician to provide materials testing and inspections services for the Pier G Maintenance Building project at the Port.

Wilson Reservoir Replacement Project, San Gabriel, California: Field Technician retained to provide materials testing and special inspection services to the City of South Pasadena (City) for the Wilson Reservoir Replacement Project located in San Gabriel, California. The project consists of replacing the existing reservoir and various improvements at the existing site.

Myra Avenue Pump Station and Storm Drain Improvements, City of Cypress, California: Field Technician retained to provide geotechnical consulting services for the proposed Myra Avenue Pump Station and Storm Drain Improvement project located in the City of Cypress, California. The project consists of constructing a pump station located between Myra Avenue and Carbon Creek Channel and construction of approximately 1,300 lineal feet of 14-foot-wide by 4½-foot-deep reinforced concrete box (RCB) storm drain along Myra Avenue.

Ground Water Recovery Plant Expansion Project, San Juan Capistrano, California: Field Technician retained to provide soils and materials testing services during the construction of the Ground Water Recovery Plant Expansion project in San Juan Capistrano, California. The project consists of various improvements at the existing facility. The improvements include a 4,500 gallon Sodium Hypochlorite Tank, a 4,500 gallon Sodium Bisulfate Tank, sand separators, filtering systems, yard piping, concrete equipment pads, concrete slab repairs and fencing.

Artesia, Bloomfield, and Carmenita Unified School District, Fedde Middle School Sports Complex, Hawaiian Gardens, California: Mr. Cordova was responsible for soils testing. He was also responsible for masonry inspection of retaining walls. The project included new construction of baseball / softball fields, concession building, volleyball courts, playground, and parking lot extension.

STEVE O. MOUDY SENIOR FIELD TECHNICIAN

CERTIFICATIONS

ACI Field Testing Technician Grade I

Radiation (Nuclear Gauge) User
Safety

As a Senior Field Technician for Ninyo & Moore, Mr. Moudy is responsible for performing quality control and quality assurance testing of soil, aggregate, asphalt, and concrete materials in accordance with applicable ASTM, AASHTO, ACI standards. As a senior technician, Mr. Moudy has extensive experience providing both field and laboratory testing of soils and construction materials and maintains his current soils and materials testing certifications from ACI, as well as his nuclear gauge certification. He provides geotechnical observation and testing services during earthwork operations, including mass grading operations, trench and wall backfill, and roadway and building pad subgrade preparation, as well as providing inspection of asphalt and concrete batch plants. His project experience includes:

REPRESENTATIVE PROJECT EXPERIENCE

Irvine Ranch Water District/Wells 21 and 22, Irvine, California: Served as Senior Field Technician providing and materials testing services during construction of the Wells 21 & 22 Wellhead Facilities and Pipelines project in Tustin, California.

Wilson Reservoir Replacement Project, San Gabriel, California: Senior Field Technician retained to provide materials testing and special inspection services to the City of South Pasadena (City) for the Wilson Reservoir Replacement Project located in San Gabriel, California. The project will consist of replacing the existing reservoir and various improvements at the existing site.

Myra Avenue Pump Station and Storm Drain Improvements, City of Cypress, California: Senior Field Technician retained to provide geotechnical consulting services for the proposed Myra Avenue Pump Station and Storm Drain Improvement project located in the City of Cypress, California. The project consists of constructing a pump station located between Myra Avenue and Carbon Creek Channel and construction of approximately 1,300 lineal feet of 14-foot-wide by 4½-foot-deep reinforced concrete box (RCB) storm drain along Myra Avenue.

Structural Improvements at the J.B. Latham Water Treatment Plant, Dana Point, California: Senior Field Technician retained to provide geotechnical consulting services at the J. B. Latham Water Treatment Plant for proposed improvements, including a partially below-grade mechanical equipment enclosure adjacent to the San Juan Creek in Dana Point, California.

Santa Ana Unified School District (SAUSD), On-Call Materials Testing Services, Santa Ana, California: Senior Field Technician providing on-call materials testing and inspections contract for various school construction projects throughout SAUSD. Services include materials conformance testing and special deputy inspection services in accordance with the requirements of the Division of the State Architect (DSA).

Long Beach Community College District, Pacific Coast Campus Physical Education Building, Long Beach, California: Senior Field Technician providing compaction testing services for patio area during construction.

As-Needed Geotechnical and Materials Testing/Inspection Services, Los Angeles County, California: Served as Senior Field Technician providing as-needed construction observation, materials testing and inspection services in support of various county projects.

STEVE M. SOLIS SENIOR FIELD TECHNICIAN

EDUCATION

California State University, Fullerton

REGISTRATIONS

Caltrans

ACI Field Technician Certification

Nuclear Gauge Operator Certification

As a Senior Field Technician for Ninyo & Moore, Mr. Solis is responsible for performing quality control and quality assurance testing of soil, aggregate, asphalt, and concrete materials in accordance with applicable ASTM, AASHTO, ACI, and CALTRANS standards. As a senior technician, Mr. Solis has extensive experience providing both field and laboratory testing of soils and construction materials and maintains his current soils and materials testing certifications from ACI and Caltrans, as well as his nuclear gauge certification. He provides geotechnical observation and testing services during earthwork operations, including mass grading operations, trench and wall backfill, and roadway and building pad subgrade preparation, as well as providing inspection of asphalt and concrete batch plants. Mr. Solis also has extensive experience in the requirements and specifications in Greenbook for public works construction projects, as well as the requirements of Caltrans for testing frequencies, test methods, and record keeping as described in Caltrans Standard Specifications, Standard Special Provisions, and the Caltrans Construction Manual. He maintains a current Caltrans TL-0111 certification for both field and laboratory testing.

REPRESENTATIVE PROJECT EXPERIENCE

Bushard Trunk Sewer, Orange County Sanitation District: Served as Senior Field Technician providing soils testing, subgrade prep, and footing inspection.

Michelson Water Reclamation Plant Expansion, Irvine, California: Served as Senior Field Technician providing earthwork, subgrade, and footing inspections.

Wilmington Drain Multi-Use Project, Los Angeles, California: Senior Field Technician retained to provide field observation, documentation, and testing during the earthwork operations. Testing also included field density testing of general fill, wall and trench backfill, aggregate subbase, aggregate base, and asphalt concrete.

Sewer Improvement Project, Various Locations, Cypress, California: Senior Field Technician retained to provide materials testing services during construction of the Sewer Improvement Project, Area North of Orange Avenue for the City of Cypress. The project consisted of replacement of various sections of the existing sewer main pipeline system that is located throughout the City.

Haster Basin/Twin Lakes Park Pump Station, Garden Grove, California: Senior Field Technician retained to provide geotechnical observation and soil testing services during construction of the proposed pump station and basin grading. The project consisted of the design and construction of a pump station at the southwest corner of the existing Haster Basin and grading the bottom and perimeter of the basin to increase the storage capacity of the basin for flood control.

Orange County Sanitation District, Rocky Point Pump Station, Newport Beach, California: Senior Field Technician responsible for concrete inspection of retaining walls. The project replaces Orange County Sanitation District's current Rocky Point Pump Station with a new pump station. The new pump station will consist of a below-ground wet well/pump room and above ground electrical control building.

Scope of Work

Start-up of the Biosolids and Energy Recovery Facilities Project (Biosolids Project) is complex, labor intensive, and challenging. Because of the critical nature of start-up, IRWD staff identified a need for an individual who would be wholly dedicated to the start-up and associated activities for project. The start-up engineer coordinates a multitude of activities between the contractor, the design team, and IRWD staff. The activities include (1) review of design plans and equipment submittals; (2) review of the contractor's start-up plans; (3) oversight of Process Control System field testing; (4) review of as-built documentation (5) review of deficiency lists; and (6) scheduling and attendance of necessary meetings.

For the Biosolids Project EI&C Engineering Inc. currently has a contract in place with Black and Veatch to provide construction management oversight of Process Control System (PCS) software development. Ms. Laura Thomas will be responsible for providing technical oversight, coordination, and project management in the execution of the requirements called out in specification 17330 (Control System Software Configuration and Programming). During the design phase of the project Ms. Thomas worked with IRWD staff to review design documents and develop the 17000 series specifications. Ms. Thomas worked closely with IRWD in the development of the Process Control Descriptions that defined functional requirements for the Process Control System software and how the IRWD software standards would be implemented. In addition, Ms. Thomas has experience in the roll of startup Engineer for IRWD's Phase II expansion project. Staff has determined that it would benefit the Biosolids project for Ms. Thomas to extend her scope to support the field testing of Process Control System in the role of "**Start-up Engineer**".

Item 1: Biosolids Start-up Engineer

The role of Start-up Engineer would extend beyond software development to control system start-up testing and coordination. This role includes enhanced involvement during the early planning phase of construction. This role would allow the construction management team to retain the institutional knowledge gained during the Process Control System (PCS) software development throughout the field testing phase for the project. Ms. Thomas has experience in the role of District Representative in the design and construction of process control systems using the District standards. This experience and will allow her to optimize the involvement of District staff during construction.

Ms. Thomas will be the "Start-up Engineer" and have the following duties:

- Review equipment submittals and provide input with regard to the PCS in the development phase.
- Attend project coordination meetings.
- Coordinate key decisions with IRWD staff including operations and the CM team.
- Coordinate start-up testing with CM team members.
- Work closely with the contractors “Start-up Manager” to coordinate CM team requirements during start-up testing.
- Coordinate activities of “Startup Team” including electrical and instrumentation inspection staff and PCS Participate in “Start-up testing” including but not limited to witnessed Process Control System field checks, communication network validation, and system functional testing.
- Review start-up submittals including test procedures and test schedules. .
- Develop SCADA training program for operators including SCADA O&M Manual validation with as-built Process Control Descriptions, SCADA O&M powerpoint presentations, and training videos showing operation of live SCADA screens.

Item 2: Biosolids PCS Software Test Engineer (Optional)

When the resource requirements for construction support of the Process Control System development was estimated, it was assumed that IRWD staff would be available and assist with both the witnessed bench-testing and field-testing that is required for the process control system software. Since IRWD staff cannot be provided, it is anticipated that an additional resource will be required to meet the needs of the project.

In order to meet the required project schedule milestones it will be necessary for the systems integrator to develop the software in several different process areas simultaneously. The software development process is broken into separate process areas. The PCS software must be developed, completely bench-tested, and then field-tested. The PCS Software Test Engineer would join the project team in August 2014 and would have the following responsibilities

- Witness the Process Control System bench-tests which test the PLC code and HMI screens again forced values.
- Witness the field testing for the Process Control System with live mechanical equipment, local control panels, and instrumentation.
- Witness functional acceptance testing of Process Control System where multiple systems are tested together under process conditions.

IRWD MWRP Biosolids and Energy Recovery Facilities Project
 Proposal for Construction Support Services

EI&C Engineering Inc.

- After system acceptance assist with development of SCADA O&M training manuals and training classes for operations.

Table 1 shows which process areas are included in each early milestone. The table shows that it will be necessary to perform both bench-testing and field-testing in multiple process areas simultaneously. This table shows that for three months before milestone 1 and up to milestone 4 the Black & Veatch team of 2 full-time test engineers and the EI&C team of 2 full-time test engineers will need to be supplemented with additional team members from Black & Veatch.

Table 1: Early Milestone by Process Area

Area #	Process Area Name	Early Milestones						
		1	2	3	4	5	6	7
1500	Stormwater Pump Station							x
1900	Primary Sludge and WAS Pump Station	x						
2000	Solids Handling	x						
	Truck Loading/Cake					x		
3100	Acid Phase Digester Systems				x			
3200	Methane Phase Digester 1, 2, 3				x			
3300	Digested Sludge Holding Tanks 1, 2				x			
3400	Dewatering Feed and Centrifuges					x		
3500	Heat Drying and Cake Handling					x		
4000	Digester Gas Handling and Treatment				x			
	Microturbines						x	
4100	Heating Water Systems				x			
	Microturbine Heating Systems						x	
4200	Thickening Polymer Systems		x					
	Dewatering & Mannich Polymer					x		
4300	Chemical Systems	x						
5000	Centrate Treatment System					x		
6000	Foul Air Piping and Odor Control	x						
7000	FOG Handling			x				
	Sludge and Cake Receiving and Cake Transfer							x

Item 3: Vendor Package Witnessed Testing Travel Budget

Travel will be necessary to witness bench-testing of the Heat Dryer Vendor package and may be required for others vendor systems. The location for testing of the Heat Dryer will be Houston Texas where the motor control centers, mechanical equipment and control panels will be staged for testing. The travel budget is based on the need for four (4) trips one week in duration.

Fee Schedule

Table 2: Fee Schedule for Startup Engineer

Item 1: Start Up Engineer				
Year	Labor Months	Labor Hours	Labor Rate	Fee
2014	1.7	295	125	\$36,833
2015	3.8	659	130	\$85,627
2016	10.9	1889	135	\$255,060
2017	4.0	693	140	\$97,067
Total	20.4	3536	\$134.22	\$474,587

Table 3: Fee Schedule for PCS Test Engineer

Item 3: Travel Budget			
Expense	Estimated		Total
Air Travel	\$1000/trip	4 trips	\$4,000
Hotel	145 / night	16 night	\$2,320
Per Diem	\$45 / day	20 days	\$900
Rental Car	\$150 / trip	4 trips	\$600
Total			\$7,820

Item 2: PCS Test Engineer (Optional)				
Year	Labor Months	Labor Hours	Labor Rate	Fee
2014	5.0	867	125	\$108,333
2015	12.0	2080	130	\$270,400
2016	12.0	2080	135	\$280,800
2017	4.0	693	140	\$97,067
Total	33.0	5720	\$132.27	\$756,600

Table 4: Fee Schedule for Expenses for Vendor Package Witnessed Testing

Table 5: Total Fee

Description		Fee
Item 1	Startup Engineer	\$474,587
Item 2	PCS Test Engineer (Optional)	\$756,600
Item 3	Travel Budget for Witnessed Testing	\$7,820
Total		\$1,239,007

EXHIBIT "D"

IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

Project Title: MWRP Biosolids & Energy Recovery Facilities – Construction Phase Services
 Project No.: 21146 (4286) Date: February 5, 2014
 Purchase Order Nos.: 514248 Variance No.: 1

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

Description of Variance (*attach any back-up material*):

At the request of IRWD, provide an additional Field Electrical Engineer and Automation Engineer to work with IRWD and EI&C Engineering Inc. (EI&C). See attached scope of work for detailed description.

Engineering & Management Cost Impact:

Classification	Man-hours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Field Electrical Engineer	4,200	125		8,000		533,000
Automation Engineer	816	145		13,280		131,600
Total \$ =						664,600

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule
3	Construction Field Support Services	April 30, 2017	0 days	April 30, 2017

Required Approval Determination:

Total Original Contract	\$ <u>12,509,031</u>	<input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000.
Previous Variances \$	\$ <u>0</u>	<input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000.
This Variance	\$ <u>664,600</u>	
Total Sum of Variances	\$ <u>664,600</u>	<input checked="" type="checkbox"/> Board: Single Variance greater than \$60,000.
New Contract Amount	\$ <u>13,173,631</u>	
Percentage of Total Variances to Original Contract	<u>5.3%</u>	<input type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.

ENGINEER/CONSULTANT: Black & Veatch Corp.

David J. Blum
Project Engineer/Manager

Feb. 5, 2014
Date

J. Alan
Engineer's/Consultant's Management

Feb. 5, 2014
Date

IRVINE RANCH WATER DISTRICT

S.M. Lewis & Bert
Department Director

2/11/14
Date

General Manager/Comm./Board

Date

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: MWRP Biosolids and Energy Recovery Facilities -- Construction Phase Services

Project No.: 21146 (4286) Project Manager: Steve Malloy

Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	Add a Field Electrical Engineer & Automation Engineer	02-05-14	Pending	\$664,600

**IRVINE RANCH WATER DISTRICT
MWRP BIOSOLIDS & ENERGY RECOVERY FACILITIES
CONSTRUCTION PHASE SERVICES
Project No. 21146 (4286)**

VARIANCE #1

SCOPE OF WORK

BACKGROUND

The Irvine Ranch Water District (IRWD) owns and operates the Michelson Water Recycling Plant (MWRP). New biosolids and energy recovery facilities are currently under construction by Filanc-Balfour Beatty (FBB), the construction contractor. IRWD staff has requested additional support services for start-up testing to support the project. EI&C Engineering Inc. (EI&C) will lead the start-up testing with Ms. Laura Thomas as the Start-up Engineer. EI&C will also provide a Plant Control System (PCS) Software Test Engineer. The roles and responsibilities of the EI&C staff are outlined in a separate Scope of Work prepared by EI&C.

Black & Veatch (B&V) will furnish two additional staff members to support Ms. Thomas. The first position will be a Field Electrical Engineer to oversee the PCS field testing. The second position will be an Automation Engineer to review the human machine interface (HMI) graphic screens and programmable logic controller (PLC) code for compliance with the standards and templates developed by IRWD. The roles and responsibilities of these two positions are described later within this scope of work.

BASIS FOR VARIANCE

The Biosolids & Energy Recovery Facilities are currently under construction. Due to the design and operational complexity of these new treatment facilities, seven (7) different Early Completion Milestones dates have been established in the construction contract for Filanc-Balfour Beatty (FBB), the construction contractor. Proper start-up of the facilities at each early milestone completion date is crucial to the success of the project. It was assumed that IRWD staff would be available and participate in the review of the electrical equipment submittal reviews, and to witness field-start-up testing that is required for the electrical motor control centers, switchgear and local control panels. Based on recent internal staff changes and project assignment revisions, IRWD has requested additional field support staff for these activities.

FIELD ELECTRICAL ENGINEER TASKS

When the field start-up resources were developed, it was assumed that IRWD staff would provide a full time individual to assist in process equipment submittal review and to witness field start-up activities. Due to recent reallocation of IRWD resources, a Field Electrical

Engineer has been requested to assist in these activities. B&V is proposing Ms. Sheila Moredo as the Field Electrical Engineer. Ms. Moredo would join the current project team immediately on a part time basis and ramp up her effort as the project proceeds to early start-up activities and will include the following responsibilities, as directed by IRWD based on ongoing project requirements.

- Provide review of process equipment and instruments to verify the control and monitoring capabilities are consistent with the design intent.
- Provide review of the PLC drawings to verify the input/output signals identified match the process equipment and instruments signals provided.
- Provide review of the PCS equipment hardware to verify compliance between equipment suppliers and to identify potential deficiencies in the interface requirements.
- Participate in PCS workshops with the project System Integrator and with the vendor package suppliers. These workshops will focus on more clearly defining the project requirements and expectations in addition to making sure the System Integrator is coordinating with the vendor package suppliers.
- Witness Factory Acceptance Testing (FAT) of local control panels (LCPs) and motor control centers (MCCs) for both packaged and non-packaged equipment.
- Witness instrument calibration and provide verification that the installed equipment has been properly setup to provide the correct status signals to the PCS.
- Witness field testing of all LCPs and MCCs to verify the proper control and monitoring signals are available and field wired.
- Witness point to point input/output testing from the field equipment to the PLC/RIO cabinets. This will include verification that the input signals are received in the PLC and that PLC outputs, when forced, perform the intended control function.
- Witness field testing from the PLC with actual mechanical equipment, local control panels, and instrumentation.
- Witness functional acceptance testing of the PLC and field equipment where multiple systems are tested together under process conditions.
- Assist with development of instrumentation and controls O&M training manuals and training classes for operations.

Schedule and Level of Effort

The Field Electrical Engineer will join the project team immediately on a part time basis and ramp up through the successful completion of the project. For purposes of estimating the level of effort, Black & Veatch is assuming a one-third time from February 2014 through June 2014 and two-thirds time from July 2014 through April 2017 (a total of 4,200 hours).

AUTOMATION ENGINEER TASKS

The original project resource plan assumed that IRWD staff would maintain the existing PCS software and hardware and would be responsible for reviewing the HMI graphics and PLC code against the IRWD standards and templates. Due to recent changes in the

available IRWD staff, expertise in the Wonderware ArcestrA and Unity HMI software is required for the project. IRWD has requested B&V add an Automation Engineer to the project team to assist in evaluating the PCS needs and to review the HMI graphics and PLC code. B&V is proposing Mr. Michael Graeber as the Automation Engineer. Mr. Graeber is Wonderware ArcestrA certified and is available immediately on a part time basis and will perform the following tasks, as directed by IRWD based on ongoing project requirements.

- The existing PCS uses Wonderware ArcestrA System 2012 with Wonderware Intouch 2012 for the HMI graphics. IRWD acknowledges at some point an upgrade will be required and would like to investigate the state of the current software licenses and advantages or dis-advantages for upgrading to 2014 now versus later. IRWD has proposed a workshop including IRWD, Ms. Thomas, the selected Maintenance System Integrator, the Biosolids System Integrator (Delta Controls) and B&V. The Automation Engineer will attend this workshop.
- The current breakdown for the Biosolids PCS Design and Development includes thirty two (32) System Integrator workshops and twenty four (24) Vendor Package workshops. These workshops will be facilitated by Ms. Thomas and will be attended by Ms. Moredo. Mr. Graeber will also be available as requested. It is anticipated Mr. Graeber will attend up to ten (10) workshops.
- The current breakdown for the Biosolids PCS Design and Development also includes five HMI graphic and PLC code submittals per each of sixteen areas for a total of 80 submittals. The Automation Engineer will provide review of these submittals to verify the System Integrator is complying with the IRWD standards using the correct templates and following the guidelines provided.

Schedule and Level of Effort

The Automation Engineer will join the project team immediately on a part time basis and maintain a role through the successful completion of the project. For purposes of estimating the level of effort, Black & Veatch is assuming 16 hours for each workshop (total of 11) plus eight hours for each of the 80 submittals. (816 hours).

EXPENSES

The FAT for non-packaged LCPs and MCCs are anticipated to be completed at the Morrow-Meadows Corporation facilities and therefore additional expenses are not anticipated above and beyond the normal project expenses. It is anticipated that the Field Start-up Engineer may be required to participate in a number of Vendor package FAT tests. Budget is provided for up to four FAT tests, each one week in duration, at \$2,000/trip.

A total of eleven 2-day trips are budgeted for Mr. Graeber to attend workshops at the Michelson WRP site at \$1,200/trip.

EXHIBIT "E"

IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

Project Title: MWRP Biosolids Handling & Energy Recovery Facility File No.: _____
 Date: February 4, 2014
 Variance No.: #6
 Project No.: 20759/20847 Project No. 20759/20847
 Purchase Order No.: 124442

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

Description of Variance (attach any back-up material):
See attached scope of work

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Principal	37	\$250	\$9,250	\$600		\$9,850
Manager 9	79	\$195	\$15,405	\$925		\$16,330
Senior Associate 6B	85	\$145	\$12,325	\$735		\$13,060
Support	12	\$60	\$720	\$40		\$760
Total \$ =						\$40,000

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule
1	Emission Calculations	March 2011	January, 2012	March, 2014
2	Preparation of Permit Applications	March 2011	January, 2012	March, 2014
3	Communication with SCAQMD	April 2011	As needed	No change requested in this Variance
4	Conference calls/meetings	As needed	As needed	
5	CEQA air quality assistance	As needed	As needed	
6	Facility PTE	---	January, 2012	

Required Approval Determination:

<p>Total Original Contract <u>\$19,000</u></p> <p>Previous Variances \$ <u>121,600</u></p> <p>This Variance <u>\$40,000</u></p> <p>Total Sum of Variances <u>\$161,600</u></p> <p>New Contract Amount <u>\$180,600</u></p> <p>Percentage of Total Variances to Original Contract <u>851</u> %</p>	<p><input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000.</p> <p><input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000.</p> <p><input type="checkbox"/> Board: Single Variance greater than \$60,000.</p> <p><input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.</p>
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ENGINEER/CONSULTANT: ENVIRON International Corporation IRVINE RANCH WATER DISTRICT
 Company Name

Project Engineer/Manager Date _____
Yulia C. Lantz, Principal 02/07/2014
Engineer's/Consultant's Management Date _____

Department Director Date 2/11/14

General Manager/Comm./Board Date _____

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: MWRP Biosolids Handling & Energy Recovery Facility

Project No.: 20759/20847 Project Manager: Carl Spangenberg

Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	Revision/addition of tasks related to project changes	10/29/10	11/10/10	\$26,500
2	Revision/addition of tasks related to project changes	10/11/11	10/21/11	\$16,100
3	Revision/addition of tasks related to project changes	12/23/11	1/24/12	\$30,000
4	Revision/addition of tasks related to project changes	08/14/2012	8/28/12	\$24,000
5	Assessment of Peak Day emissions for CEQA	01/24/2013	03/26/13	\$25,000
6	Additional comments from SCAQMD/Title V application	02/04/2014		\$40,000

February 7, 2014

Via Electronic Mail

Mr. Steve Malloy
Principal Engineer
Capital Projects
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618

**Re: Additional Scope of Work and Cost Estimate (Variance #6)
Irvine Ranch Water District (IRWD)
MWRP Biosolids Project Air Permitting –CEQA Support**

Dear Mr. Malloy:

ENVIRON International Corporation (ENVIRON) has prepared this authorization request for additional work not anticipated in the original February 19, 2010 scope of work and the subsequent Variances #1, #2, #3, #4, and #5 approved November 4, 2010, October 14, 2011, January 24, 2012, August 28, 2012, and March 26, 2013, respectively.

Revised Scope of Work

This section presents the revised scope of work, including the original February 19, 2010 Scope (authorized by the April 29, 2010 Notice to Proceed PR 20759), Variance #1 authorized on November 4, 2010, Variance #2 authorized on October 14, 2011, Variance #3 authorized on January 24, 2012, Variance #4 authorized on August 28, 2012, and Variance #5 authorized on March 26, 2013. In addition, this scope of work includes additional air quality assistance tasks needed to finalize the SCAQMD permit as well as scope to prepare the anticipated initial Title V permit application which was not included in the previous scope of work and variances.

Task 1. Emission Calculations

The original scope and Variances #1 - 5 included the following tasks:

- Refine the emission calculations prepared based on the HDR design.
- Provide additional updates to the emission calculations based on minor changes to the proposed process.
- Perform a health risk assessment of the toxic air contaminants that may include air dispersion modeling dispersion using SCREEN3 for equipment included in original project description.
- Conduct specific calculations to confirm regulatory compliance for all applicable regulations.
- Reassess and calculate emissions based on the B&V design.
- Updated emission calculations and application to reflect changes in operating scenarios.
- Conducted additional SCREEN3 modeling.

Under Variance #6, ENVIRON will provide updated emission calculations to account for changes to the maximum operating scenario anticipated for purposes of estimating the facility's potential to emit (PTE) including the biosolids project. ENVIRON has assumed that the updated existing facility-wide PTE will be provided by IRWD or Black & Veatch based on previous conference calls.

Task 2. Preparation of the Permit Application

Under the original February 2010 scope of work, ENVIRON included the following:

"The permit application includes preparation of a process description including a description of each emission point and the history of the current operations at the facility. The write-up will also include a summary of ENVIRON's regulatory review of local, state, and federal regulations as they apply to the proposed project. In addition ENVIRON will prepare a description of how the emissions were calculated, complete the applicable SCAQMD forms and calculate the application fees. The application will be prepared according to the requirements for Certified Permitting Professionals (CPP) which should help to expedite the SCAQMD's review of the permit application."

Due to changes in the operating scenarios and the equipment list provided in the original application, the previous variances included additional time for revising the draft application to incorporate the proposed changes. In addition, Variance #4 included effort to assess whether the change in the emergency generator rating will affect the conclusions made in the final application. In addition, ENVIRON provided updated forms and details for the SCAQMD for the change in the generator rating.

Under Variance #6, ENVIRON proposes to prepare an initial Title V permit application for the IRWD facility now that the facility anticipates not being able to operate within the limitations to stay below the Major Source thresholds. The Title V permit application will include preparation of a cover letter to the SCAQMD, associated permit application forms, and the final facility-wide PTE summary including the new biosolids project equipment emissions updated under Task 3. ENVIRON does not anticipate the need for a Compliance Assurance Monitoring (CAM) Plan. If ENVIRON's assessment of the facility-wide PTE indicates that a particular permit unit(s) require a CAM Plan, ENVIRON will provide an updated scope of work and cost estimate for preparation of such Plans.

Task 3. Communication with SCAQMD

Under the original February 2010 scope of work, ENVIRON included the following:

"After the permit application is submitted to the SCAQMD, ENVIRON will assist the SCAQMD permit engineer regarding any follow-up questions that may arise. This will help to expedite the permit application and help IRWD obtain appropriate permit conditions."

With Variance #1, an increase in scope was included to cover one in-person meeting at the SCAQMD (an application submittal meeting). Variances #2-4 were approved to incorporate additional SCAQMD meeting preparation work and conference calls with SCAQMD after the application is submitted to address comments or questions. Variance #5 was approved for additional assistance in addressing comments and questions received by the SCAQMD related to finalizing the permits.

The SCAQMD is continuing its review of the applications and has submitted additional data requests to IRWD. IRWD has requested ENVIRON's assistance in gathering data requested from the design team, Black & Veatch, and preparing the response to SCAQMD's comments in coordination. In addition, ENVIRON prepared for and participated in an additional meeting with IRWD and the

SCAQMD on August 16, 2013. ENVIRON has included additional budget in this scope of work to assist with potential additional comments or questions from the SCAQMD during the permit application review process. ENVIRON also proposes to review the draft permit and provide comments on issues or suggested edits to IRWD for submittal to the SCAQMD to finalize the permits.

Task 4. Conference Calls, Project Management, and Miscellaneous Tasks

Under the original February 2010 scope of work, ENVIRON included the following:

“This task will cover the costs of conference calls and meetings that ENVIRON may have with HDR and IRWD regarding the permit application. In addition, the task will cover general project management costs and minor miscellaneous tasks that may arise outside of the scope of tasks 1 through 3.”

In order to accommodate the new project design and requested assistance, ENVIRON included in Variance #1 additional budget for the August 4, 2010 kick-off meeting with B&V and three additional conference calls to discuss the B&V design and related air emissions. Variance #2 included four additional 1-hour conference calls to finalize the application and address post-submittal comments and questions from the SCAQMD. For purposes of addressing peak day emission calculations requested under Task 5, additional conference calls were required. For this purpose, Variance #5 included additional hours and budget to account for this request as well as additional general project management costs and minor miscellaneous tasks that may arise outside of the scope of other tasks in this scope of work. Due to the continued questions from the SCAQMD on the permit application, ENVIRON proposes additional budget under Task 4 in Variance #6 to allow for additional conference calls and miscellaneous task requirements. For Variance #6, ENVIRON has assumed 35 additional hours of labor.

Task 5. California Environmental Quality Act (CEQA) Air Quality Assistance

At the request of IRWD, ENVIRON will also coordinate with IRWD's subcontractor tasked with preparing the CEQA analysis document in order to provide assistance with the required air quality analysis. Work under this task will be conducted with prior approval of IRWD on an as-needed basis. Costing includes 4 conference calls and a review and general comment of the draft air quality impact section of the draft EIR. Since approval of the original scope and Variances #1-4, ENVIRON was also requested to provide peak day emission calculations for inclusion in the CEQA analysis. In addition, additional emission reduction or offset options were explored for purposes of reducing the significance impact of the project under CEQA. Work under this task was conducted based on prior approval by IRWD and was completed on October 11, 2012. Costs include about \$6,800 for work required to assist in completing air quality related analysis as part of the CEQA process. Variance #5 included additional budget to account for the peak day emission calculations and offset research. No changes in Task 5 are being requested under Variance #6.

Task 6. Existing Facility Potential to Emit

At the request of IRWD, Variance #2 included calculation of the existing facility's PTE for purposes of assessing the facility's Title V major source status with operation of the proposed biosolids project. This task assumed that IRWD will provide details on the existing equipment and previous emission factors and/or methodologies used for estimating emissions for the facility. Additional time was needed to track down additional emission factors not provided by IRWD as assumed under Variance #2, as well as to verify/correct information used in previous Annual Emission Reports or applications for purposes of calculating the facility-wide PTE. In addition, ENVIRON updated the PTE calculations based on revised information gathered by IRWD. Under Variance #3, ENVIRON requested additional budget to encompass this expanded scope to finalize the existing facility-wide PTE. No further

change in Task 6 is requested under this revised scope of work as updates to the existing facility-wide PTE will be conducted by Black & Veatch.

Schedule

The final permit application was submitted in May, 2012. Tasks under this revised scope of work will be conducted on an as-needed basis.

Cost Estimate

The estimated total cost for the additional scope of task items under Variance #6 is \$40,000, for a total budget of \$180,600. The cost estimate does not include the SCAQMD permitting fees. Costs are based on a time-and-materials basis using our current rates and the terms and conditions approved under the April Notice to Proceed PR 20759. The costs are split out by task in the table below for informational purposes only.

Original Task Number/Description	Original Scope/Variations #1-#5 Cost	Additional Scope Cost (Variance #6)	Total Cost
Task 1. Emission Calculations	\$28,700	\$11,500	\$40,200
Task 2. Preparation of the Permit Application	\$29,800	\$8,700	\$38,500
Task 3. Communication with SCAQMD	\$38,300	\$12,900	\$51,200
Task 4. Conference Calls, Project Management, and Miscellaneous Tasks	\$19,300	\$6,900	\$26,200
Task 5. CEQA Air Quality Assistance	\$14,800	--	\$14,800
Task 6. Facility-wide PTE Calculations	\$9,700	--	\$9,700
Total	\$140,600	\$40,000	\$180,600

Category (Proposed Variance #6)	Hours	Cost
Principal	37	\$9,850
Manager 8, 9 & 10	79	\$16,330
Associate 4, 5, 6, 6B, 7	85	\$13,060
Support and Miscellaneous	12	\$760
Total:	213	\$40,000

Please feel free to call Julia Lester at (213) 943-6329 or Rachel Velthuisen at (213) 943-6349, if you have any comments or questions about this proposal.

Sincerely,



Julia C. Lester, PhD
Principal

RV:ee


P:\Irvine Ranch Water District\0524406A MWRP Biosolids Permit Assist\Admin\IRWD updated scope Variance #6 020414.pdf

The estimated total cost for the additional scope of task items under Variance #6 is \$40,000, for a total budget of \$180,600. The cost estimate does not include the SCAQMD permitting fees. Costs are based on a time-and-materials basis using our current rates and the terms and conditions approved under the April Notice to Proceed PR 20759.

March 10, 2014

Prepared by: J. Dayer

Submitted by: P. Sheilds

Approved by: Paul Cook 

ACTION CALENDAR

JANITORIAL SERVICES CONTRACT AWARD – THREE-YEAR TERM

SUMMARY:

Staff recommends that the Board authorize 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.

BACKGROUND:

IRWD's Sand Canyon Headquarters, Operations Center, Los Alisos Water Recycling Plant, and 21 satellite facilities totaling 115,000 square feet require ongoing janitorial services. A three-year contract for the services was awarded to Commercial Cleaning Systems, Inc. on January 1, 2010. This contract expired on December 31, 2013 and has been extended on a month-to-month basis until a new contract is awarded.

Contractor Selection:

A Request for Proposal with added scope to include new facilities (Wells 21 and 22 Desalter Plant and Sand Canyon Community Room) was issued on January 6, 2014 to three custodial contractors: American Building Maintenance, Flagship Facilities Services, Inc., and Starbrite Building Maintenance, Inc. All three contractors submitted proposals. The lowest responsive bidder was Starbrite Building Maintenance, Inc. with a bid of \$430,695.00. The low bid represents a 12% increase over the previous contract, which reflects the additional scope of the contract and the 12.5% increase in the California minimum wage effective July 1, 2014.

Starbrite Building Maintenance, Inc. provided several references with its proposal. All of the references provided positive feedback.

FISCAL IMPACTS:

Sufficient funding for janitorial services through June 30, 2014 is included in the FY 2013-14 Operating Budget. Staff will include the required funding in the FY 2014-15, FY 2015-16 and FY 2016-17 Operating Budgets for the new contract.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD AUTHORIZE 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.

LIST OF EXHIBITS:

Exhibit "A" – Janitorial Contract Bid Summary

Exhibit "A"
Three Year Janitorial Contract
Bid Summary - February 18 ,2014

Contractor	Sites #1-#2	Sites #3-#13	Site #14	Sites #15-#24	One Year Lump Sum
American Building Maintenance	\$63,734.00	\$85,602.00	\$3,236.00	\$7,637.00	\$160,236.00
Flagship Facility Services, Inc.	\$73,215.48	\$95,056.44	\$6,427.56	\$19,338.48	\$194,037.96
Starbrite Building Maintenance, Inc.	\$55,665.00	\$67,656.00	\$3,540.00	\$16,704.00	\$143,565.00

Site List

Site # 1	Sand Canyon Headquarters Building
Site #2	Sand Canyon Community Room
Sites #3-13	Operations Center and Michelson Water Recycling Plant
Site #14	Los Alisos Water Recycling Plant
Site #15	Deep Aquifer Treatment Plant - Control Room and Restroom
Site #22	Baker Plant Control Room and Restroom
Site #23	Wells 21/22 Desalter Plant Control Room and Restroom
Site #24	Potable Treatment Plant Control Room and Restroom
Site #16	Primary Disinfection Facility Restroom
Site #17	Zone 7 Reservoir Restroom
Site #18	Sand Canyon Reservoir Restroom
Site #19	Rattlesnake Pump Station Restroom
Site #20	San Joaquin Reservoir Restroom
Site #21	Rattlesnake Park Restroom

OS
March 10, 2014
Prepared by: H. Cho/M. Cortez
Submitted by: K. Burton *KB*
Approved by: Paul Cook *Paul Cook*

ACTION CALENDAR

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

SUMMARY:

The Syphon Reservoir Interim Facilities Project is currently under construction. The improvements include a filtration system, chlorination system, and pipe modifications to connect the Syphon Reservoir to the Zone A Recycled Water system. Staff recommends that the Board:

- Authorize a budget increase for the Syphon Reservoir Interim Facilities, Project 30374, in the amount of \$315,100, from \$2,417,200 to \$2,732,300;
- Approve an Expenditure Authorization for Project 30374 in the amount of \$315,100;
- Authorize the General Manager to execute Variance No. 4 in the amount of \$39,950 to URS Corporation, Inc.;
- Authorize the General Manager to execute a Reimbursement Agreement (RA) with Crean Lutheran High School for the construction of an 8-inch sewer across Portola Parkway; and
- Authorize 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.

BACKGROUND:

IRWD purchased Syphon Reservoir from the Irvine Company in 2010 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. Until this project is complete, water in the existing Syphon Reservoir cannot be utilized in the recycled water system. In February 2013, the Board of Directors awarded the construction contract to Paulus Engineering (Paulus). Construction completion is currently on schedule for April 30, 2014.

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. The offsite portion is an 8-inch diameter pipeline that will cross Portola Parkway as shown on Exhibit "A", and will be installed using the jack and bore method. Ultimately, the offsite pipeline will connect to the existing sewer system in the Stonegate development. The District will discharge backwash water from the interim facility's strainer to the offsite sewer pipeline via an "IRWD sewer segment" originating at a sewer manhole on Crean's property and ending at IRWD's interim facility's strainer.

Reimbursement Agreement:

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. The sewer segment is approximately 205 linear feet within an 18-inch steel casing. The project cost includes \$116,200 to install the bore and jack sewer segment and casing, project design, inspection, survey, and permits. IRWD’s legal counsel reviewed the RA which is attached as Exhibit “B”.

Access Road Agreement:

During construction of the Syphon Reservoir Interim Facilities, Crean revised its site development and added 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. Crean’s revised development is attached as Exhibit “C”. 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. 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. IRWD’s legal counsel reviewed the Access Road Agreement, which is attached as Exhibit “D”.

Variance No. 4:

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. Staff reviewed the variance and found the work effort and cost fair and reasonable. Variance No. 4 is attached as Exhibit “E”.

FISCAL IMPACTS:

Project 30374 (3729) is included in the FY 2013-14 Capital Budget. Staff requests a Budget increase and an Expenditure Authorization as shown in the table below and in Exhibit “F”.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
30374 (3729)	\$2,417,200	\$315,100	\$2,732,300	\$2,417,200	\$315,100	\$2,732,300

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA) and in conformance of California Code of Regulations Title 14, Chapter 3, Article 6, a Notice of Intent to adopt a Mitigated Negative Declaration was filed with the County of Orange on December 15, 2012. Pursuant to State Guideline § 15073, the IS/MND was made available for public review for a period of 30 days beginning December 15, 2012 and concluded January 14, 2013. The Mitigated Negative Declaration was adopted by the Irvine Ranch Water District Board of Directors on January 28, 2013.

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD AUTHORIZE A BUDGET INCREASE FOR THE SYPHON RESERVOIR INTERIM FACILITIES PROJECT IN THE AMOUNT OF \$315,100, FROM \$2,417,200 TO \$2,732,300; APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$315,100; AUTHORIZE THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 4 IN THE AMOUNT OF \$39,950 WITH URS CORPORATION, INC.; AUTHORIZE 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 AUTHORIZE 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).

LIST OF EXHIBITS:

- Exhibit "A" – Site Plan
- Exhibit "B" – Reimbursement Agreement with Crean Lutheran High School
- Exhibit "C" – Crean Sports Park Development Site Plan
- Exhibit "D" – Access Road Agreement with Crean Lutheran High School
- Exhibit "E" – Variance No. 4 (URS Corporation)
- Exhibit "F" – Expenditure Authorization

EXHIBIT "A"

Syphon Reservoir Interim Facilities



EXHIBIT "B"

**REIMBURSEMENT AGREEMENT BETWEEN
IRVINE RANCH WATER DISTRICT
AND LUTHERAN HIGH SOUTH – ORANGE COUNTY, INC.
FOR
CONSTRUCTION OF CAPITAL FACILITIES**

This Agreement is made and entered into as of this ____ day of _____, 2013, by and between IRVINE RANCH WATER DISTRICT, a California water district formed and existing pursuant to the California Water District Law of the State of California, hereinafter referred to as "DISTRICT," and LUTHERAN HIGH SOUTH – ORANGE COUNTY, INC., a California Non-Profit Corporation, dba CREAN LUTHERAN HIGH SCHOOL, hereinafter referred to as "BUILDER."

W I T N E S S E T H:

WHEREAS, BUILDER proposes to construct sewer improvements across Portola Parkway between the Crean Lutheran High School Athletic Field property and "X" Street in the Stonegate Development (the "PROJECT"), within the jurisdictional boundaries of DISTRICT and the City of Irvine; and

WHEREAS, prior to or in conjunction with BUILDER's construction of the PROJECT, IRWD desires to construct a sewer line from IRWD's parcel across BUILDER's parcel to connect IRWD's parcel to the sewer crossing across Portola Parkway that is the PROJECT, consisting of the following capital facilities and appurtenances thereto: approximately 200 lineal feet (LF) of 8-inch sewer pipeline, 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 BUILDER to construct the PROJECT rather than for DISTRICT to do so and for DISTRICT to construct the IRWD FACILITIES; and

WHEREAS, DISTRICT is amenable to the construction of the PROJECT by BUILDER, at the cost of BUILDER, which 50 percent (50%) of the costs of the PROJECT is to be reimbursed by DISTRICT; and

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

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

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

SECTION 1. IRWD FACILITIES. In conjunction with the PROJECT, and in coordination with BUILDER's other construction on its parcel, IRWD agrees to initiate and diligently pursue to completion the design and construction of the IRWD FACILITIES in accordance with plans approved by BUILDER. BUILDER agrees that DISTRICT shall be permitted reasonable site access and reasonable window(s) to construct the IRWD FACILITIES during the PROJECT.

SECTION 2. PLANS. BUILDER agrees that the PROJECT 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. DISTRICT acknowledges that it has already reviewed and approved the Plans and Specifications and the design engineer's proposal for the design of the PROJECT. 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 Recycled Water Facilities" (the "Construction Manual"). The PROJECT shall be contracted by BUILDER together with non-reimbursable work to be completed by BUILDER within the PROJECT pursuant to plans prepared by BUILDER's design engineer.

SECTION 3. BIDDING AND AWARD. The parties agree that the construction of the IRWD FACILITIES shall not be included in BUILDER's contract(s) awarded for the PROJECT and that the IRWD FACILITIES shall be bid separately as an IRWD contract. The bid process

for the PROJECT is complete and DISTRICT acknowledges that it was performed in a manner consistent with DISTRICT'S requirements. Upon DISTRICT'S request, BUILDER shall deliver to IRWD one (1) complete set of the bid documents that include the PROJECT, including all related addenda distributed to prospective bidders. Upon DISTRICT'S request, BUILDER will submit the bids or a spread sheet summary of the bids to DISTRICT. The bid process is now complete and the total estimated construction cost for the PROJECT is \$140,000, provided, however, the amount to be reimbursed by DISTRICT shall be based on the actual costs of construction. Upon award of the construction contract, BUILDER 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 PROJECT received from the successful bidder.

SECTION 4. DESIGN REVISIONS AND CHANGE ORDERS. BUILDER agrees that if, during design or construction, BUILDER requests or initiates any revision to the Plans and Specifications that would increase the cost of the PROJECT, such additional costs shall be borne by BUILDER, and shall not be reimbursed by DISTRICT, except for such revision(s) and cost(s) that are determined necessary to construct PROJECT in accordance with the Construction Manual and could not reasonably have been foreseen at the time bids were received, or that result from adverse or changed conditions encountered during construction and for which a change order has been requested by the contractor. The cost of any such necessary and unforeseeable revisions, and the cost of any revisions requested or initiated by DISTRICT shall be reimbursed by DISTRICT as provided herein.

BUILDER shall promptly furnish DISTRICT with copies of any proposed change orders to the PROJECT contract within five (5) working days of initiation of changed conditions to such contract, which change orders shall be subject to DISTRICT approval if and to the extent the PROJECT or any of the IRWD FACILITIES are affected thereby. DISTRICT will review and respond to proposed change orders affecting the PROJECT or IRWD FACILITIES within five (5) working days of receipt by DISTRICT.

SECTION 5. REIMBURSEMENT. DISTRICT agrees to reimburse BUILDER for the following costs of the PROJECT (collectively, the "Costs"): (1) fifty percent (50%) of the actual costs of design, permits, construction, surveying, geotechnical testing, inspection, bonds, and legal fees (excluding the costs of preparation of this Agreement) incurred by BUILDER for the construction of the PROJECT, plus (2) an administration fee which shall be equal to one percent (1%) of the actual cost of construction (costs paid directly to BUILDER's contractor for construction, only, excluding any cost for design, surveying, geotechnical or other work) of the

PROJECT and which shall be deemed to cover all costs of project administration, including, but not limited to, accounting. BUILDER shall keep a separate accounting of all Costs incurred by BUILDER in relation to the PROJECT.

Within thirty (30) days following receipt from BUILDER of each invoice for DISTRICT's portion of a construction progress payment, accompanied by supporting documentation as may be necessary to show the amounts which represent Costs of PROJECT, DISTRICT shall deposit with BUILDER the amount of such invoice. Within sixty (60) days of DISTRICT's acceptance of the PROJECT as provided in Section 8, a final accounting of the Costs shall be made by BUILDER and submitted to DISTRICT along with an invoice for the Costs and any supporting documentation necessary to show the amounts which represent Costs of the PROJECT. 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 BUILDER the total amount of the Costs less previous progress payments made by DISTRICT. If the total of the previously paid progress payments exceeds the Costs, BUILDER shall refund the difference to IRWD within thirty (30) days of BUILDER's submittal of the final accounting.

SECTION 6. LAWS, ORDINANCES, RULES AND REGULATIONS. BUILDER shall require in its contract for the construction of the PROJECT 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 PROJECT.

SECTION 7. INSPECTION. DISTRICT shall have sole and absolute discretion as to all aspects of design and construction of the PROJECT, and DISTRICT shall be entitled to inspect the construction of PROJECT 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 BUILDER for the purpose of such inspection; provided, however, all questions regarding the work being performed will be directed to BUILDER's resident engineer. DISTRICT will promptly notify BUILDER of any portion of the work on the PROJECT which appears not to conform to the Plans and Specifications. The determination of DISTRICT as to conformity of the PROJECT 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 PROJECT with the

Plans and Specifications. BUILDER shall require its contractor to construct the PROJECT so that the PROJECT conforms to the Plans and Specifications. BUILDER agrees to assume full responsibility for certifying or obtaining certification of the compaction of backfill material over the PROJECT.

SECTION 8. ACCEPTANCE. DISTRICT agrees to accept the PROJECT when the PROJECT have been substantially completed by BUILDER 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 PROJECT, BUILDER agrees to furnish DISTRICT with one (1) copy of the contractor's redlined set of "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 BUILDER shall accomplish the construction of the PROJECT subject to reimbursement, the PROJECT 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. BUILDER hereby disclaims any interest in the PROJECT and does hereby transfer and assign to DISTRICT any and all right, title, and interest it may have in the PROJECT. BUILDER shall be responsible for operation and maintenance of the PROJECT until acceptance by the DISTRICT. DISTRICT shall own, operate and maintain (i) the IRWD FACILITIES immediately upon their installation, and (ii) the PROJECT following acceptance thereof.

SECTION 10. GUARANTEES. BUILDER will, pursuant to the requirement(s) of the Plans and Specifications, cause its contractor(s) for the PROJECT to guarantee the PROJECT against defects in workmanship and materials for a period of one (1) year from the date of acceptance by BUILDER, which acceptance shall be given only after acceptance by DISTRICT as provided in Section 8. It is further agreed that BUILDER shall cause the PROJECT 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 PROJECT 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 BUILDER's contractors or material manufacturers, with respect to the PROJECT. The guarantee and obligations under this section shall in no way be relieved by DISTRICT's

inspection and/or acceptance of the PROJECT. This section sets forth the entire guarantee and warranty of BUILDER with respect to the PROJECT. The express or implied warranties of other persons with respect to PROJECT shall in no way be limited by the guarantee and warranty of BUILDER contained in this section. If requested by DISTRICT, BUILDER agrees to assign to DISTRICT the contractor's guarantee and/or any other guarantees or warranties relating to the PROJECT.

SECTION 11. INDEMNIFICATION. BUILDER 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 PROJECT as a result of any work or action performed by BUILDER or on behalf of BUILDER, 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 BUILDER, 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 work or acts performed by or on behalf of DISTRICT, its officers, agents, contractors, subcontractors or employees, with respect to the IRWD FACILITIES construction or the Project construction; or (ii) following DISTRICT acceptance of the PROJECT or completion of the IRWD FACILITIES, respectively, with respect to maintenance and operation of the PROJECT and 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 BUILDER, its officers, agents, employees or engineers, or by any act or omission for which BUILDER, its officers, agents, employees or engineers are liable without fault.

SECTION 12. INSURANCE AND BONDING. BUILDER shall cause its contractor(s) to provide performance and payment bonds for the construction of the PROJECT 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 BUILDER requires its contractor(s) to provide. As evidence of such insurance coverage, BUILDER shall, prior to commencement of construction of the PROJECT, provide DISTRICT with certificates of insurance and insurance endorsements from BUILDER's contractor(s) in a form acceptable to DISTRICT. DISTRICT shall cause its contractor(s) to

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

SECTION 13. TERMINATION. Prior to commencement of construction of the first to begin of the PROJECT or the IRWD FACILITIES, 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 BUILDER, except as noted in Section 3. If at the request or direction of a party other than BUILDER, the construction of the PROJECT is not accomplished or completed, DISTRICT shall remain obligated for the actual amount of the Costs incurred by BUILDER to the date of termination.

If BUILDER's PROJECT is canceled or modified, BUILDER shall have the right to terminate this Agreement and thereby terminate its obligation to construct the PROJECT, 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 BUILDER. If IRWD elects to construct the PROJECT, DISTRICT may, but shall not be obligated to, acquire the design or other work from BUILDER 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

BUILDER: Lutheran High South – Orange County, Inc.
12500 Sand Canyon Avenue
Irvine, CA 92618
Attn: Rick Needham

SECTION 15. SUCCESSORS AND ASSIGNS; INTEGRATION; AMENDMENT.

This Agreement shall be binding upon and inure to the benefit of the successor and assigns of BUILDER and DISTRICT. This Agreement constitutes the entire Agreement between BUILDER 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 BUILDER 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 otherwise 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

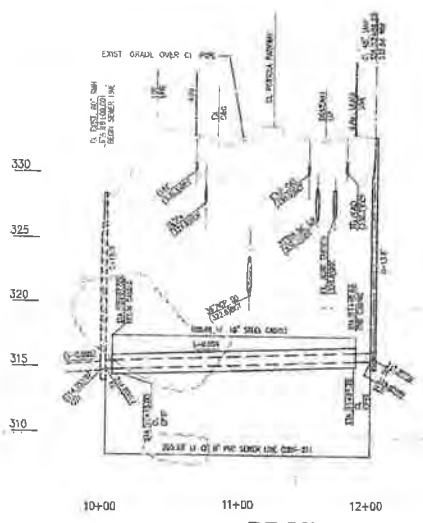
Dated _____

BUILDER:

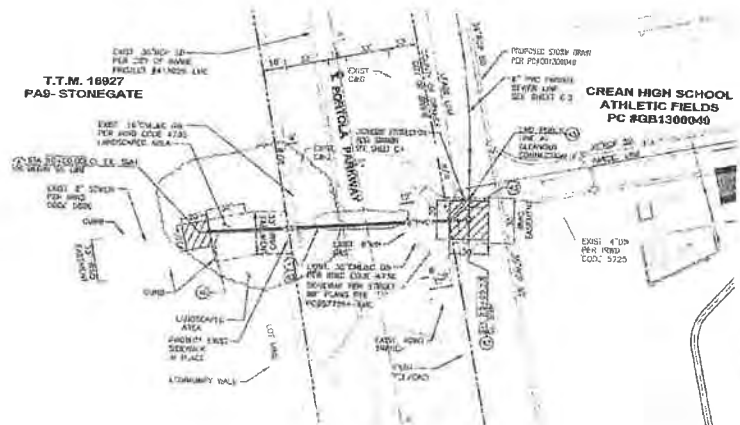
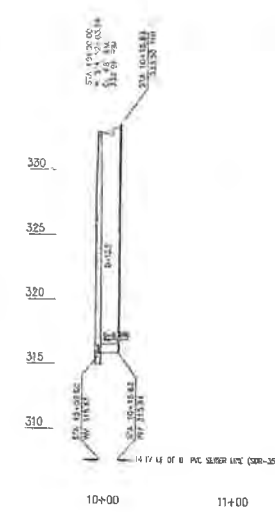
LUTHERAN HIGH SOUTH – ORANGE COUNTY, INC.

By _____
Rick Needham, President

Dated _____



PROFILE



PLAN



DETAIL

- IRWD SEWER NOTES**
- (1) CONE SHALL EXISTING SAME AT SLOPE AT 314.85 INV (FIELD VERIFY)
 - (2) REFORM CHANNEL IN BASE (PER IRWD STD 2-1)
 - (3) JACK AND BORE 18" STEEL CASING FOR 8" PVC SD4-36 SENDER PPI (PER IRWD STD 4-1)
 - (4) INSTALL 48" MANHOLE PER IRWD STD 9-1
 - (5) INSTALL 8" SD4-36 PVC SENDER PIPE PER IRWD STD 2-0
 - (6) INSTALL 8" CLEANOUT PER IRWD STD 9-5. SEE DETAIL 45 (SEE IRWD)
 - (7) INSTALL EARTHWORK PROTECTION (SEE SHEETS) PER IRWD STD 10-1

HATCH LEGEND

- JACK/BORE PITS
- SEE STANDARD EXTENSIONS

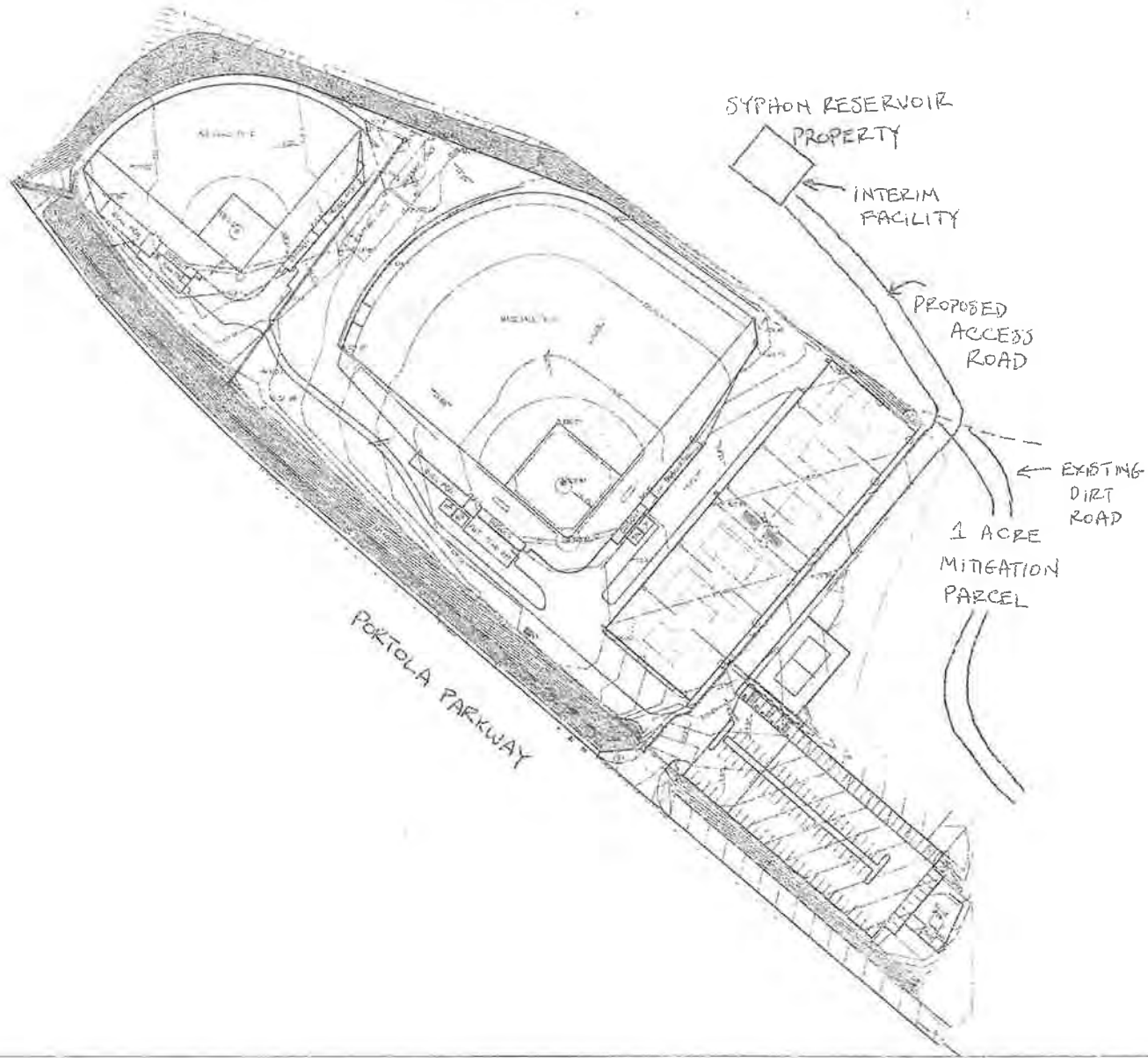
PROFILE SCALES	
VERT. 1" = 4'	
HEAV. 1" = 4'	
MEAN. 1" = 4'	



IRVINE RANCH WATER DISTRICT				PLANS PROVIDED BY	
APPROVAL OF EXISTING NOTES, NOTES AND REVISIONS REVIEW FACILITIES SHALL BE THE RESPONSIBILITY OF THE USER AND NOT THE ENGINEER				FENCIO ENGINEERING, INC.	
APPROVED BY: <i>[Signature]</i>	DATE: 11/16/13	SCALE: AS SHOWN ON PLAN	DATE:	DESIGNED BY:	DATE:
SUPERVISED BY:	DATE:	DRAWN BY:	DATE:	CHECKED BY:	DATE:
REVIEWED BY:	DATE:	NO.	DATE:	NO.	DATE:
		NO.	DATE:	NO.	DATE:

DOMESTIC WATER, SEWER AND RECYCLED WATER IMPROVEMENTS		PROJECT NO.
FOR		3546.00
CREAN LUTHERAN HIGH SCHOOL ATHLETIC FIELDS		PROJECT 60:
IRWD SEWER LINE PLAN AND PROFILE		HEET C.2
CITY OF IRVINE		3 of 4
PUBLIC WORKS DEPARTMENT		

EXHIBIT "C"



BOGH ENGINEERING
INCORPORATED
1000 W. 10TH ST. SUITE 100
OAKLAND, CA 94612
TEL: 415.764.1100
WWW.BOGHENGINEERING.COM



GRADING PLAN

CREAM LUTHERAN H S
ATHLETIC FIELDS

DATE: 08/14/14
SCALE: 1"=40'-0"
SHEET: 15-000-001
1 OF 1



CREAN LUTHERAN HIGH SCHOOL

Proclaiming Jesus Christ Through Excellence in Education

12500 SAND CANYON, IRVINE, CALIFORNIA 92618
OFFICE@CLSHS.ORG

PH: 949.916.0897 FAX: 949.387.1200
WWW.CLSHS.ORG

February 14, 2014

Paul Cook, General Manager
Irvine Ranch Water District
15600 Sand Canyon Ave.
P.O. Box 57000
Irvine, CA 92619-7000

Dear Mr. Cook:

This letter will document our understanding regarding the access road connecting the Irvine Ranch Water District (the "**District**") Syphon Reservoir facilities to Portola Parkway, across the Crean Lutheran High School ("**Crean**") athletic complex.

Factual Background

A. The District is the owner of the Syphon Reservoir located in the County of Orange along Portola Parkway near Sand Canyon Avenue (the "**Reservoir Parcel**").

B. Crean is leasing an approximately 10.7 acre parcel (the "**Crean Parcel**") from The Irvine Company or its affiliate ("**Owner**"). Crean is currently improving the Crean Parcel with an athletic complex, which will include a baseball field, a softball field, tennis courts and sand volleyball courts ("**Crean Site Plan**").

C. The District has a blanket access easement across the Crean Parcel and Crean has requested that an access road to provide this access (the "**Access Road**") be constructed in a certain location to accommodate the Crean Site Plan.

D. The Access Road, at the location requested by Crean, will connect to the Reservoir Parcel at Parcel 3, which is legally described on Exhibit A attached hereto and

depicted on **Exhibit B** attached hereto ("**Parcel 3**"). More specifically, the Access Road will connect to an existing dirt road on Parcel 3, as depicted on **Exhibit C** attached hereto. In other words, there is little or no disruption to plant or animal habitat based on the Access Road alignment.

E. Parcel 3 is a mitigation parcel and the improvement of Parcel 3 is generally restricted and under the jurisdiction of the United States Fish and Wildlife Service ("**FWS**"), the California Department of Fish and Wildlife ("**DFW**"), and the Transportation Corridor Agencies ("**TCA**"; and collectively with FWS and DFW, the "**Governing Agencies**"). Although Parcel 3 is within an area controlled by the Nature Reserve of Orange County ("**NROC**"), NROC has advised the parties that its approval is not required, but that in any event NROC does not object to the proposed Access Road location connecting at Parcel 3.

F. Because of the mitigation nature and improvement restrictions of Parcel 3, the parties have sought approval of the Governing Authorities to connect the Access Road at Parcel 3, which will result in vehicular and pedestrian traffic across Parcel 3. Although permission has informally been obtained by Crean from the Governing Authorities for the alignment of the Access Road and the connection point at Parcel 3, the District would like assurances from Crean that in the unlikely event that any of the Governing Authorities would later recant their informal approval and no longer permit the Access Road to connect at Parcel 3, or impose additional requirements on the use of such alignment in connection with the District's use of the Access Road or the Reservoir Parcel, Crean would resolve this matter by providing alternative access or otherwise satisfying the mitigation or other requirements of the Governing Authorities.

AGREEMENT

Accordingly, if, despite their prior informal approval, any Governing Authority later (i) objects to the Access Road connecting at Parcel 3, or (ii) seeks to restrict, limit or impose mitigation or other requirements upon the District's use of the Access Road or the existing road on Parcel 3 in accessing the Reservoir Parcel, Crean shall, at its election, either (1) provide an alternative path and relocate the Access Road so that it does not connect anywhere at Parcel 3 and that is between the two locations noted as "Point A" and "Point B" on **Exhibit C** attached hereto or at another location acceptable to the District, or (2) otherwise satisfy the mitigation or other requirements of such Governing Authority by means acceptable to such Government Authority, Crean and, if any obligation or restriction is to be placed on the District, then the District (for example, the Governmental Authority may accept Crean providing substitute mitigation land either from the Crean Parcel or other land, in which case only Crean's approval would be required, unless any obligation or restriction was to be imposed on the District, in which case the District's approval would also be required). For clarity, although Crean has the right to negotiate an acceptable resolution, Crean must satisfy the Governmental Authorities' concerns by one of the options described in subparts (1) or (2) in the preceding sentence. In addition, if Crean fails to execute one of such options in a timely manner after receipt of written notice from the District, Crean shall reimburse the District for any reasonable cost or expense incurred by the District in seeking to assert its access rights across the Crean Parcel.

Crean shall request that Owner execute, acknowledge and deliver, and the District shall execute, acknowledge and deliver, amendments to existing easements for access and utilities to reflect the actual location and alignment of the Access Road and connection point, as well as utilities installed by the District. Such easement amendments shall be recorded.

Lutheran High South – Orange County, Inc.,
dba Crean Lutheran High School

By: _____
Richard T. Needham, President Date _____

By: _____
Donna Bussey, CFO Date _____

Irvine Ranch Water District

By: _____
Paul Cook, General Manager Date _____

By: _____
Leslie Bonkowski, Secretary Date _____

Exhibit A

Parcel 3 Legal Description

Exhibit "A"

LEGAL DESCRIPTION

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being Parcel 3 as described and conveyed in that certain Grant Deed to Irvine Ranch Water District recorded January 4, 2010 as Instrument No. 2010000000111 of Official Records in the Office of the County Recorder of said County.

Exhibit B

Parcel 3 Depiction

"SIPHON RESERVOIR MITIGATION AREA"
INSTRUMENT NO. 94-0489266, O.R.

BLOCK 120
IRVINE'S SUBDIVISION
M.R.M. 1/88

"RESERVOIR PROPERTY"

POINT "A"

POINT "B"

T.P.O.B.
PARCEL 3

PARCEL 3
1.0 AC.±

"SIPHON RESERVOIR MITIGATION AREA"
INSTRUMENT NO. 94-0489266, O.R.

SLOPE ESMT. PCL. 110.3,
INST. NO. 92-400336, O.R.
GENERAL N.E. LY L.I.N.E.,
PARCEL 101.14
"BEE CANYON ACCESS
ROAD" INST. NO.
84-329799, O.R.

ATHLETIC
SLOPE ESMT. PCL. 110.3,
INST. NO. 92-400336, O.R.
C/I PORTOLA PARKWAY
(PER TRACT NO. 17086, M.M. 890/1-20)

FIELDS
SLOPE ESMT. PCL. 110.3,
INST. NO. 92-400336, O.R.

"SITE"

TRACT NO. 17086
M.M. 890/1-20

P.O.C.
PARCEL 3 &
EXCEPTION

C/I SAND CANYON AVENUE
(PER TRACT NO. 17086,
M.M. 890/1-20)

LINE TABLE		
NO.	BEARING	LENGTH
L1	S40°27'40"W	215.62'
L2	N40°27'40"E	180.00'
L3	S39°43'06"E	41.04'
L4	S40°27'40"W	5.02'
L5	S49°32'20"E	135.00'
L6	S40°27'40"W	5.00'
L7	S42°22'31"E	122.40'
L8	N45°02'00"E	5.00'
L9	S50°18'42"E	84.47'
L10	N79°09'18"E	23.28'
L11	N45°26'13"E	215.37'
L12	N31°00'03"E	116.73'
L13	N60°01'46"E	56.30'
L14	S32°30'28"E	65.79'
L15	S25°22'13"W	172.27'
L16	S16°28'55"W	79.04'
L17	S58°45'49"E	101.59'
L18	N00°26'35"E	163.30'
L19	N83°06'22"E	50.00'
L20	N05°11'39"E	145.60'
L21	N29°35'07"W	50.24'
L22	N54°06'20"W	124.05'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	75°14'44"	80.00'	105.06'



EXHIBIT "B"

DEPICTION OF THE LAND
Parcel 3

RBF
CONSULTING

PLANNING ■ DESIGN ■ CONSTRUCTION

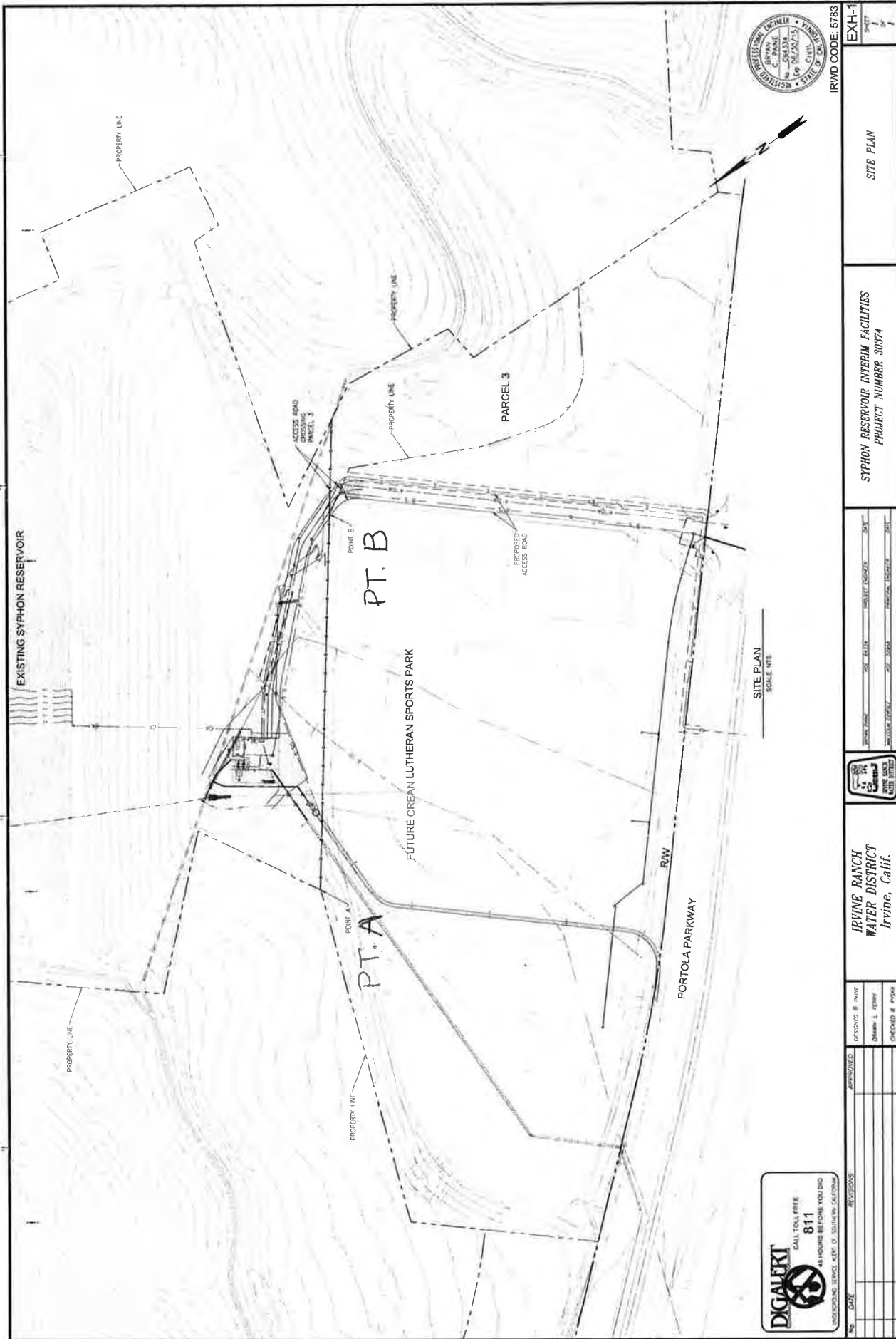
14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.3505 • FAX 949.472.8373 • www.RBF.com

DECEMBER 14, 2009

J.N. 10-107175

Exhibit C

Access Road Connection to Parcel 3



DIGALERT
 CALL TOLL FREE
811
 24 HOURS BEFORE YOU DIG
 UNDESIRABLE SERVICE LEVEL OF SOLUTION CALIFORNIA

NO.	DATE	REVISIONS

DESIGNED BY	DRAWN BY	CHECKED BY

**IRVINE RANCH
 WATER DISTRICT**
 Irvine, Calif.



DATE	DESCRIPTION

**SYPHON RESERVOIR INTERIM FACILITIES
 PROJECT NUMBER 30374**

SITE PLAN

EXH-1

IRWD CODE: 5783



EXHIBIT "E"

IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

Project Title: Syphon Reservoir Interim Facilities

Project No.: PR 30374

Date: February 11, 2014

Purchase Order No.: 508179

Variance No.: Four

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

Description of Variance (*attach any back-up material*):

Design of 800 LF of 8-inch gravity sewer, 550 LF of 4-inch potable water, 50 LF of 4-inch drain, plan revisions to the site access road, site gate/fencing, compressed air piping, site grading, mechanical piping, and disinfection facilities. Revise and resubmit the Fire Master Plan. Provide ten (10) additional shop drawing reviews. Respond to ten (10) additional contractor's requests for information (RFI).

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Project Manager	40	\$185	\$7,400	\$0	\$0	\$7,400
Principal Engineer	21	\$170	\$3,570	\$0	\$500	\$4,070
Project Engineer	74	\$130	\$9,620	\$220	\$2,500	\$12,340
Staff Engineer	22	\$80	\$1,760	\$0	\$0	\$1,760
Senior CAD Technician	172	\$75	\$12,900	\$0	\$1,000	\$13,900
Admin./Reprographics Technician	8	\$60	\$480	\$0	\$0	\$480
Total \$ =						\$39,950

Schedule Impact:


Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule
3	Construction Phase Services	June 2013	+ 9 Month	March 2014

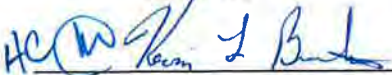
Required Approval Determination:

Total Original Contract <u>\$ 170,000</u>	<input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000.
Previous Variances <u>\$ 59,460</u> This Variance <u>\$ 39,950</u>	<input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000.
Total Sum of Variances <u>\$ 99,410</u> New Contract Amount <u>\$ 269,410</u>	<input type="checkbox"/> Board: Single Variance greater than \$60,000.
Percentage of Total Variances to Original Contract <u>58.5</u> %	<input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.

ENGINEER/CONSULTANT: URS Corporation
Company Name

IRVINE RANCH WATER DISTRICT


Project Engineer/Manager 2/11/14
Date


Department Director 2/12/14
Date


Engineer's/Consultant's Management 2/11/14
Date

General Manager/Comm./Board Date

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: <u>Syphon Reservoir Interim Facilities</u>				
Project No.: <u>PR 30374</u> Project Manager: <u>Harry Cho</u>				
Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
One	Reimbursement of OCFA permit fees and extra external reproduction costs. Additional labor for design of reservoir aeration system, labor for revising plans and Project Manual to account for rough grading delays at Crean Sports Complex site, labor for combining Project Manuals for Syphon Reservoir Pipeline Project and Syphon Reservoir Interim Facilities Project into one document, and labor for preparing the OCFA Fire Master Plan.	1/7/2013	1/25/2013	\$24,460
Two	Construction plan revisions for removal of the strainer backwash lift station, addition of a buried backwash-holding tank, relocation of proposed utilities due to unforeseen buried obstructions, relocation of proposed facilities due to redesign of the Crean Sports Complex (by others), review of 50 additional shop drawings, and additional coordination with SCE.	4/29/2013	5/2/2013	\$25,000
Three	Prepare revisions to the construction plans to account for design changes by others related to the proposed Crean Sports Complex. Design impacts include relocation of the access road, relocation of the proposed 4-inch domestic water, relocation of the SCE conduit, meter, and transformer and relocation of the proposed storm drain system. Provide additional coordination with IRWD, Hunsaker, and SCE during the construction phase. Provide twenty (20) additional shop drawing reviews.	8/23/2013	8/28/2013	\$10,000
Four	Design of 800 LF of 8-inch gravity sewer, 550 LF of 4-inch potable water, 50 LF of 4-inch drain, plan revisions to the site access road, site gate/fencing, compressed air piping, site grading, mechanical piping, and disinfection facilities. Revise and resubmit the Fire Master Plan. Provide ten (10) additional shop drawing reviews. Respond to ten (10) additional contractor's requests for information (RFI).	2/11/2014		\$39,950



February 11, 2014

Mr. Harry Cho, P.E.
Irvine Ranch Water District
3512 Michelson Dr.
Irvine, CA 92612-1799

Subject: Variance No. 4 for additional Construction Phase Services

**Reference: Construction Phase Services for Syphon Reservoir Interim Facilities
(Project 30374)**

Dear Harry:

This letter presents the scope and costs for Variance No. 4 for the referenced project.

I. Additional Services

Additional services provided during the construction phase include:

- Provide engineering services for design of approximately 800 linear feet of 8-inch diameter gravity sewer pipeline and associated facilities. The new sewer line will convey strainer backwash flows from the proposed strainers to the District's sanitary sewer system near Portola Parkway.
- Provide engineering services for design of approximately 550 linear feet of 4-inch diameter potable water pipeline and associated facilities. The water line will be routed through the proposed Crean Sports Complex, which was recently redesigned by others.
- Provide engineering services for various site improvements, including 50 linear feet of 4-inch drain for the compressed air condensate drain vault, relocation of the site access road and gate, re-grading of the site and access road along the Crean Sports Complex property line, and various design modifications for the compressed air piping, mechanical strainers, and disinfection facilities. Revisions will be made to site civil, site grading, mechanical, and P&ID plans.
- Provide engineering services and SCE coordination to relocate the proposed electrical power lines to accommodate design revisions by others within the proposed Crean Sports Complex.
- Provide engineering services and permit fees for resubmittal of the Fire Master Plan to OCFA. The Fire Master Plan will need to be revised to account for



relocation and regrading of the site access road through the Crean Sports Complex.

- Provide ten (10) additional shop drawing reviews.
- Respond to ten (10) additional contractor's requests for information (RFI).

II. Budget

The total fee for construction phase services is \$39,950. A breakdown of labor hours and costs is attached (see Table 1).

Should you have any questions or need additional information, please feel free to call Bryan Paine at 714.433.7652.

Sincerely,
URS Corporation

Bryan Paine, P.E.
Project Engineer

Joseph Long
Project Manager

Enclosures

Table 1 - Estimated Labor Hours and Fees
 Irvine Ranch Water District
 Syphon Reservoir Interim Facilities Project
 Variance No. 4
 February 11, 2014

Task No.	Task Description	Project Manager	Principal Engineer - QA/QC	Project Engineer	Staff Engineer	Senior CAD Technician	Admin / Permit Coord. / Repro	TOTAL HOURS	TOTAL LABOR	Electrical Subconsultant Moraes/Pham	Direct Costs / Materials ¹	TOTAL
		\$185	\$170	\$130	\$80	\$75	\$60					
TASK 3: Construction Phase Services												
1.	Project Meetings											
2.	Contractor's RFI (10 Additional RFIs)	10		20		20		50	\$5,950			\$5,950
3.	Minor Plan Revisions	12	12	20	8	80	4	136	\$13,740	\$4,000	\$220	\$17,960
4.	Site Visits											
5.	Shop Drawing Reviews (10 Additional Reviews)	10	1	20			4	35	\$4,860			\$4,860
6.	Prepare Record Drawings											
7.	Prepare Plans for 550 LF of 4" Potable Water Pipeline	4	4	6	6	32		52	\$5,080			\$5,080
8.	Prepare Plans for 800 LF of 8" Gravity Sewer Pipeline	4	4	8	8	40		64	\$6,100			\$6,100
TOTAL (TASK 3)		40	21	74	22	172	8	337	\$38,730	\$4,000	\$220	\$39,950

Footnotes:

1. Direct costs include \$205.00 permit fee for Fire Master Plan resubmittal to OCFA

EXHIBIT "F"

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: SYPHON RESERVOIR INTERIM IMPROVEMENTS
EPMS Project No: 30374 **EA No:** 5
Oracle Project No: 3729
Project Manager: CORTEZ, MALCOLM
Project Engineer: CHO, HARRY
Request Date: February 11, 2014

ID Split: Regional Reclaimed Water Split with LAWD (11/08)

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
211	2.1	CAPITAL FUND
212	13.2	BONDS YET TO BE SOLD**
213	4.8	BONDS YET TO BE SOLD**
215	.7	CAPITAL FUND
221	13.2	BONDS YET TO BE SOLD**
230	9.6	BONDS YET TO BE SOLD**
235	7.9	PREVIOUSLY SOLD BONDS
240	7.7	BONDS YET TO BE SOLD**
250	31.7	BONDS YET TO BE SOLD**
261	9.1	BONDS YET TO BE SOLD**
Total	100.0%	

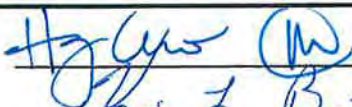
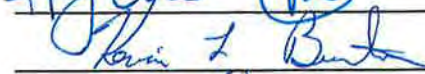

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$2,417,200
This Request:	\$315,100
Total EA Requests:	\$2,732,300
Previously Approved Budget:	\$2,417,200
Budget Adjustment Requested this EA:	\$315,100
Updated Budget:	\$2,732,300
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	5,000	40,000	45,000	5,000	40,000	45,000	5/12	1/13
ENGINEERING DESIGN - OUTSIDE	0	250,000	250,000	0	250,000	250,000	5/12	1/13
DESIGN STAFF FIELD SUPPORT	0	5,000	5,000	0	5,000	5,000	5/12	1/13
ENGINEERING - CA&I IRWD	30,000	50,000	80,000	30,000	50,000	80,000	2/13	4/14
ENGINEERING - CA&I OUTSIDE	90,000	40,000	130,000	90,000	40,000	130,000	2/13	4/14
CONSTRUCTION FIELD SUPPORT	0	5,000	5,000	0	5,000	5,000	2/13	4/14
CONSTRUCTION	150,000	1,870,000	2,020,000	150,000	1,870,000	2,020,000	2/13	4/14
LEGAL	0	2,000	2,000	0	2,000	2,000	5/12	4/14
ENGINEERING ENVIRONMENTAL-OUTS	25,000	40,000	65,000	25,000	40,000	65,000	5/12	4/14
Contingency - 5.00% Subtotal	\$15,100	\$115,200	\$130,300	\$15,100	\$115,200	\$130,300		
Subtotal (Direct Costs)	\$315,100	\$2,417,200	\$2,732,300	\$315,100	\$2,417,200	\$2,732,300		
Estimated G/A - 170.00% of direct labor*	\$49,500	\$180,000	\$229,500	\$59,500	\$170,000	\$229,500		
Total	\$364,600	\$2,597,200	\$2,961,800	\$374,600	\$2,587,200	\$2,961,800		
Direct Labor	\$35,000	\$100,000	\$135,000	\$35,000	\$100,000	\$135,000		

*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:  2/12/14
Department Director:  2/12/14
Finance:  2/13/14
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 \$3,022,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

AS
March 10, 2014
Prepared by: M. Cortez
Submitted by: K. Burton *KRB*
Approved by: Paul Cook *P. Cook*

ACTION CALENDAR

SAN JOAQUIN MARSH CAMPUS MOLD REMEDIATION

SUMMARY:

The remediation of the Caretaker's Residence (Green House) of the San Joaquin Marsh Campus (Campus) was completed in May 2013 and 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. The consultant completed its evaluation and provided mold remediation recommendations for the remainder of the Campus. Staff recommends that the Board approve an Expenditure Authorization in the amount of \$168,900 for the San Joaquin Marsh Campus Mold Remediation, Project 11665.

BACKGROUND:

Previously Completed Mold Remediation of the Caretaker's Residence:

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. A site plan for the campus is included as Exhibit "A". The remediation included: removing mold from the subfloor's wooden structural members using an abrasive process; converting the building's crawl space to a conditioned space with the installation of a vapor barrier, dehumidifier, extraction fan and a sump pump; sealing subfloor openings to the interior with a urethane spray; and cleaning of all interior surfaces and personal items. The items of work and the associated costs are reflected in Exhibit "B" and several before and after photographs of the improvements are included as Exhibit "C". Post-remediation inspection results showed that the interior mold levels were reduced to below outdoor ambient levels.

Mold Remediation Recommendations:

Due to the complexity of mold remediation and exposure concerns encountered during remediation of the Caretaker's Residence, 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. The consultant, Maureen Sassoon, Ph.D., completed an assessment of the Campus. The crawl spaces and interiors of the remaining buildings on the Campus were inspected and re-evaluated. Both airborne and surface mold spore samples were taken from each building, as well as outdoor ambient air samples. The general findings are: (1) the Caretaker's Residence (Green) 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 (Pink), Sea and Sage (Blue), Sea and Sage Audubon (Yellow) 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.

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 is the cleaning of the building interior, i.e. HEPA vacuuming and wet wiping.

Staff recommends remediating the remainder of the Campus in the following order: Marsh House (Pink), Sea and Sage (Blue), Sea and Sage Audubon (Yellow), and Duck Club. Since the Marsh House (Pink) 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; it is attached as Exhibit “D”. The total estimated cost to remediate the Marsh House (Pink) is \$44,300. Staff will immediately seek bids for the Marsh House’s (Pink) 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 (Blue) \$43,500, Sea and Sage Audubon (Yellow) \$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. The Cost summary tables are attached as Exhibit “E”.

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 (Blue) 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.

FISCAL IMPACTS:

Project 11665 (4130) is included in the FY 2013-14 Capital Budget. Staff requests approval of an Expenditure Authorization to fund the remediation of the Campus as shown in the table below and in Exhibit “F”.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11665 (4130)	\$369,600	\$-0-	\$369,600	\$129,900	\$168,900	\$298,800

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301 which provides exemption for minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. A Notice of Exemption was filed with the County of Orange Clerk's office on November 21, 2012 for all five sites within the San Joaquin Marsh Campus.

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$168,900 FOR THE SAN JOAQUIN MARSH CAMPUS MOLD REMEDIATION, PROJECT 11665 (4130).

LIST OF EXHIBITS:

- Exhibit "A" – San Joaquin Marsh Building Campus Site Map
- Exhibit "B" – Caretaker's Residence Mold Remediation Costs
- Exhibit "C" – Before and After Pictures of Caretaker's Residence Crawl Space
- Exhibit "D" – Marsh House Structural Repair Proposal
- Exhibit "E" – Aggregate Remediation Cost for Campus
- Exhibit "F" – Expenditure Authorization

EXHIBIT "A"

IRWD CARETAKER'S HOUSE (GREEN)

SEA AND SAGE (BLUE)

MARSH HOUSE (PINK)

AUDUBON HOUSE (YELLOW)

LEARNING CENTER (SLAB ON GRADE)

DUCK CLUB

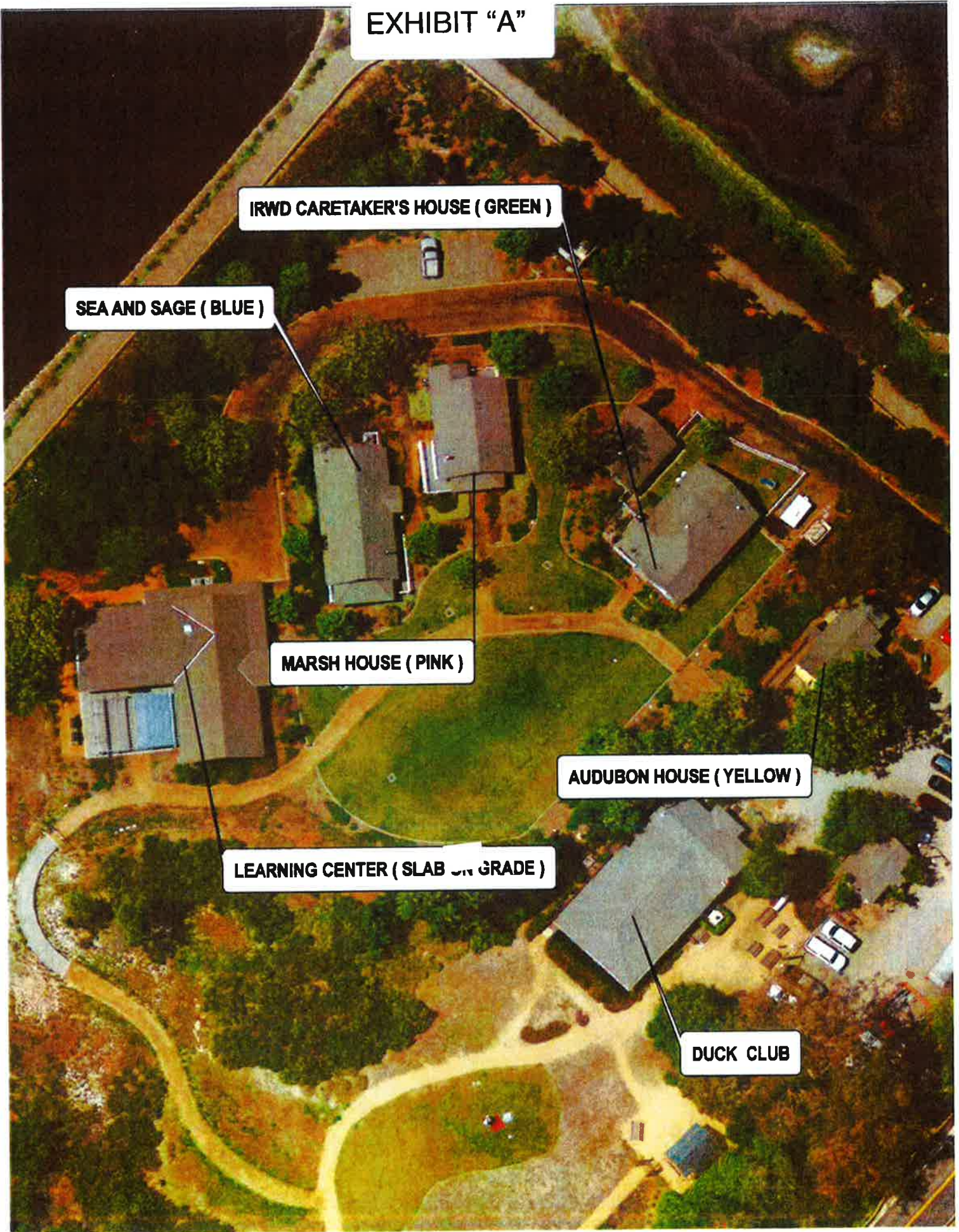
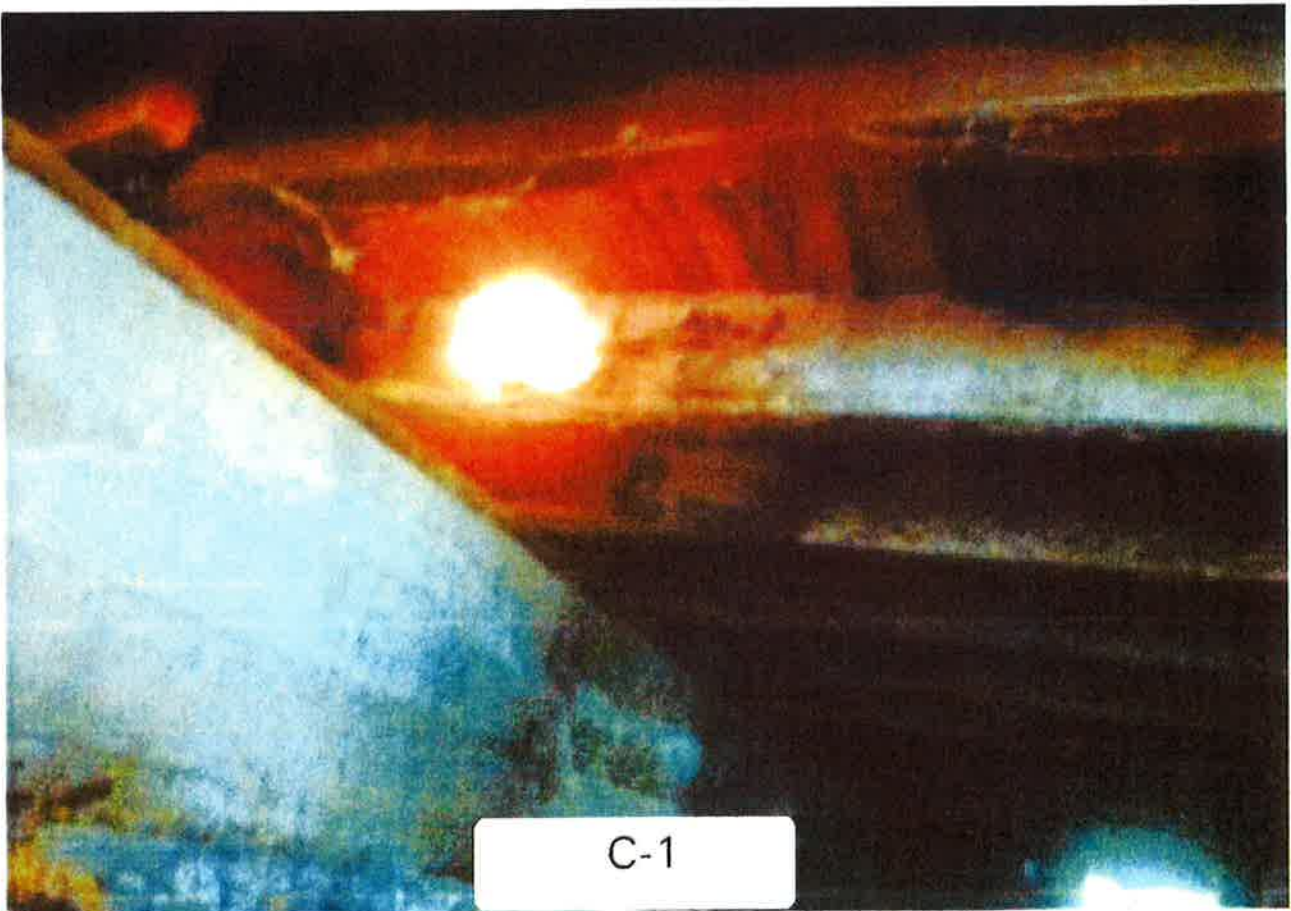
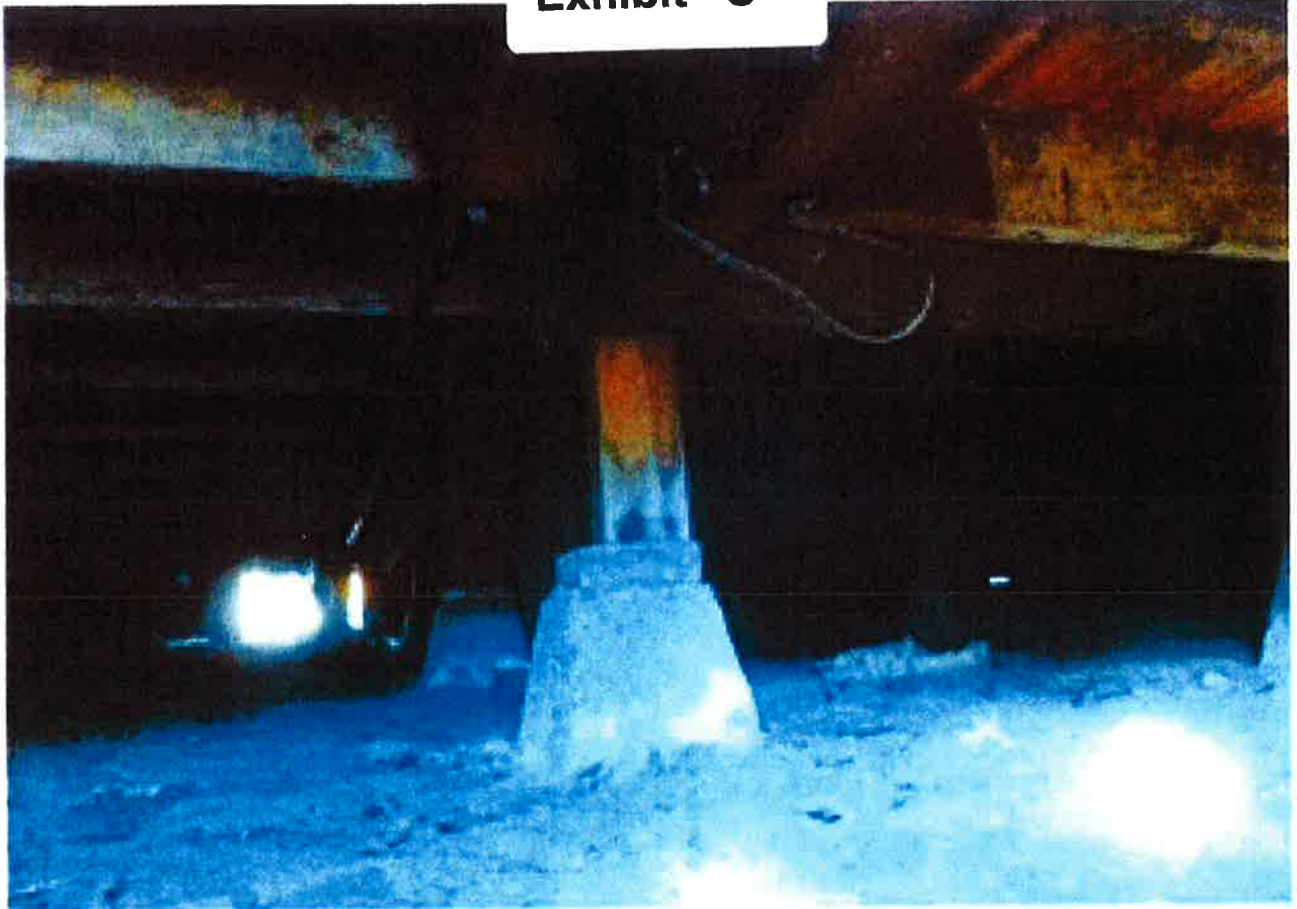


EXHIBIT "B"
Caretaker's Residence (Green)
45 Riparian View
Actual Mold Remediation Costs

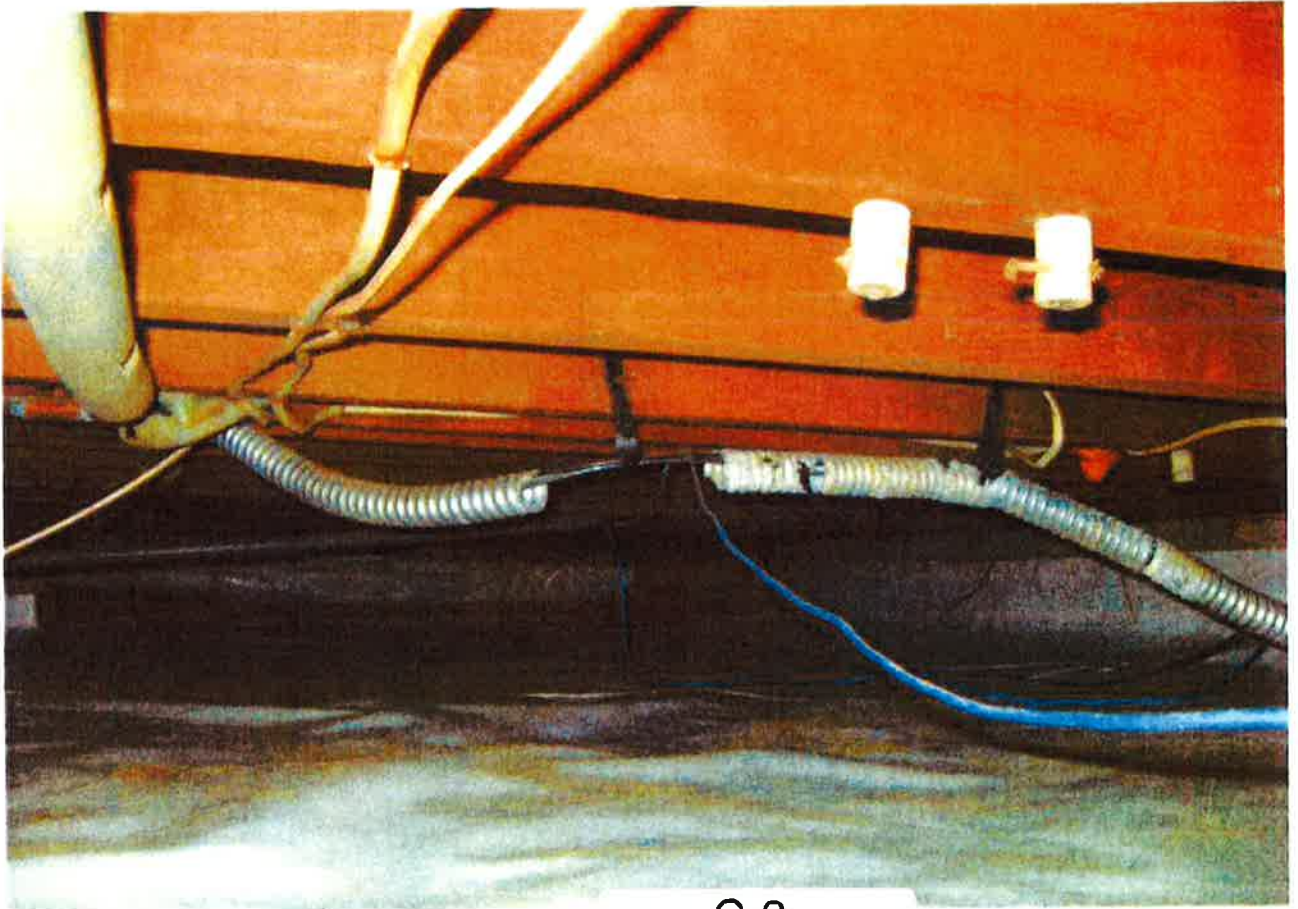
Crawl Space Improvements	Phase 1	Phase 2	Phase 3
Convert crawl space to a conditioned space using the CleanSpace crawl space encapsulation system, e.g. vapor barrier, dehumidifier, extraction fan, sump pump.			\$ 14,300
Mold remediation of wood structure members using abrasive process, i.e. dry ice.	\$ 12,800		
Seal subfloor openings to interior with a spray-on urethane product.	\$ 5,300		
Interior Remediation			
Three-step cleaning of all interior surfaces (walls, excluding ceilings) and personal items following Clean Trust standards, e.g. HEPA vacuum, Wet Wipe and HEPA vacuum.		\$ 22,455	
Remediation of interior cabinets, wall cabinet, hall closet.		\$ 965	
HVAC System Improvements, e.g. filters.		\$ 80	
CCO 1: add'l remediation of dining room and hallway cabinet		\$ 5,500	
Miscellaneous Work			
350 LF Exterior Fencing with screening - 6 month rental	\$ 1,250		
Air Purifiers with HEPA Filters	\$ 1,000		
Post Remediation Inspection			
Guaranteed Property Inspection	\$ 150	\$ 150	\$ 200
Health Sciences Associates	\$ 150	\$ 150	\$ 200
Total Cost per Phase	\$ 20,650	\$ 29,300	\$ 14,700
Total Cost All Phases	\$ 64,650		

Exhibit "C"



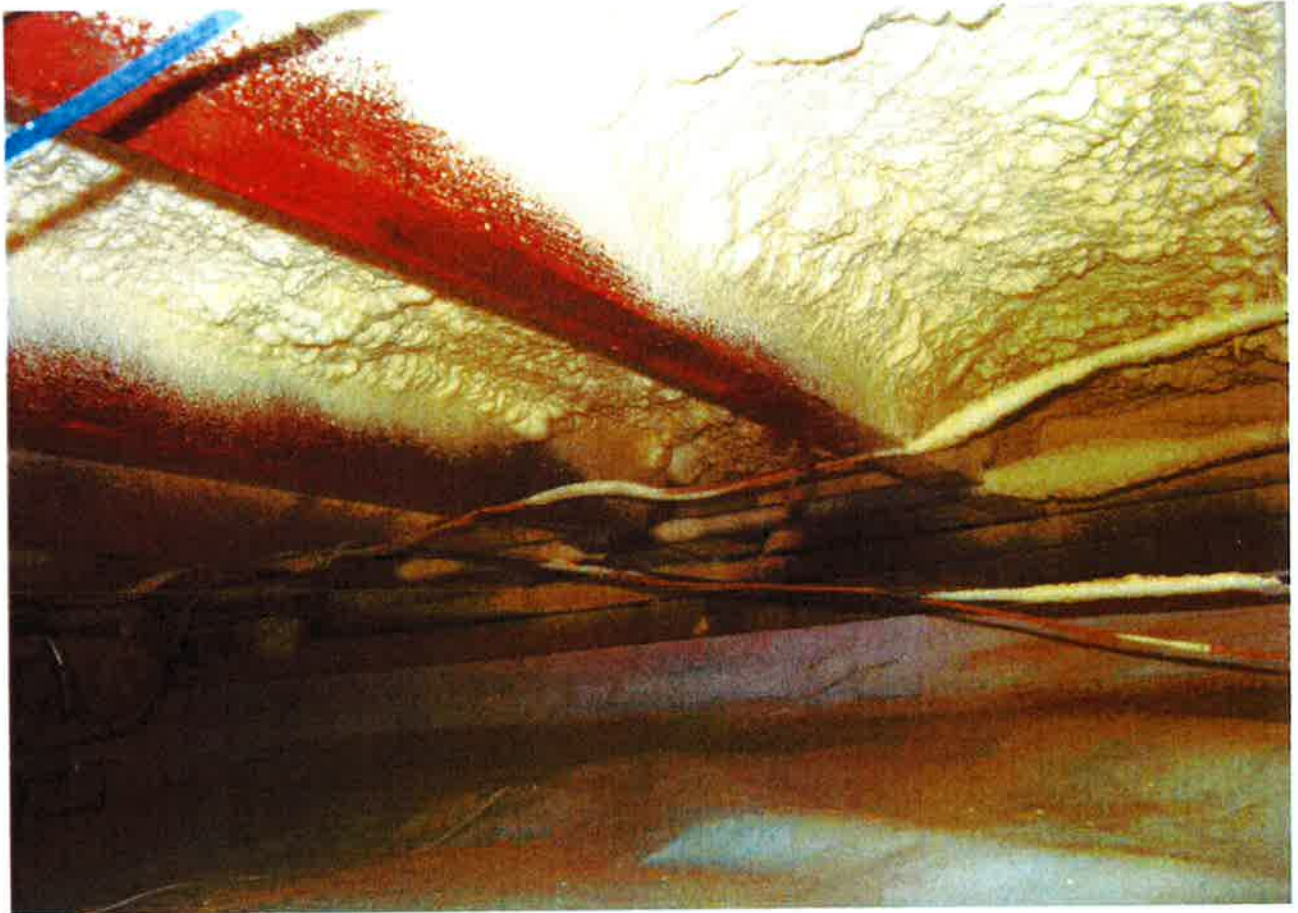
C-1

ORIGINAL EXISTING CONDITION



MOLD REMOVED

C-2



C-3

UNDER-FLOOR URETHANE FOAM SEAL

EXHIBIT "D"

NEW DIMENSION *general construction*

751 S. Weir Canyon Road, Suite 157, Anaheim Hills, CA 92807
 cell 714.348.8081 ▲ voice/fax 714.282.9468
 License 865303 ▲ kdahlberg@newdimension.biz

Proposal

Date	Estimate #
6/7/2013	1387

Name / Address
Irvine Ranch Water District 3512 Michelson Dr Irvine, Ca 92612

Location
Marsch house site

Description	Qty	Cost	Total
<p>Material and Labor Supplied by New Dimension to demo moisture damaged wood subflooring and floor joists in a 12'X 22'X area and repair 12' section of exterior wood siding and associated framing includes:</p> <ol style="list-style-type: none"> 1. Remove existing counter/sink and set aside for reinstallation 2. Demo existing wood sub floor in the are as close to existing walls as possible. Also remove damaged 2'X6" floor joists in the area. Includes haul off and disposal via normal disposal means 3. Replace up to qty-15 2'X6"X12' DF2 floor joists with new hangers 4. Install blocking at seams between new and old wood sub floor. Install new plywood subfloor screwed into new joists and new blocking 5. Install new VCT tiles in the area matching existing as close as possible 6. Reinstall sink/counter top and reconnect the plumbing in same location 7. Repair/replace base boards and paint as required 8. Remove water damaged exterior siding approximate 12' long section on the end of the area 9. Sister in new wood framing members to strengthen and damaged ones up qty of 10. 10. Install new exterior grade siding with trim and new water barrier in this area 11. Paint the one 12' long end section, matching existing as best as possible <p>Note: This proposal does not include replacing repairing any major structural items other than the above stated 2"X6" floor joists and may require additional costs</p>	1	9,780.00	9,780.00
		Total	\$9,780.00

Acceptance Signature _____

EXHIBIT "E"
SJM Building Campus
Mold Remediation Cost Summary

Building	Address	Cost		
		Phase 1	Phase 2	Total
Caretaker's Residence (Green) - Actual Construction Costs (for reference). The total cost includes a Phase 3 cost of \$14,700 to convert the crawl space into conditioned space.	45 Riparian View	\$20,650	\$29,300	\$64,650
Marsh House (Pink)	35 Riparian View	\$28,800	\$15,500	\$44,300
Sea and Sage (Blue)	25 Riparian View	\$23,000	\$20,500	\$43,500
Sea and Sage Audubon (Yellow)	5 Riparian View	\$19,000	\$15,500	\$34,500
Duck Club and Restrooms	15 Riparian View	\$18,500	\$15,500	\$34,000
Cost Estimate for Remediation of Remaining SJM Building Campus		\$89,300	\$67,000	\$156,300
Cost Estimate for Remediating Entire SJM Building Campus		\$109,950	\$96,300	\$220,950

Phase 1: Structural repairs, construction fence, crawl space mold removal, under-floor urethane seal, visual testing.

Phase 2: Clean interior surfaces (excluding ceiling) and personal items. No air testing.

Marsh House (Pink)
35 Riparian View
Estimated Mold Remediation Costs

	Phase 1	Phase 2
Floor Replacement Work		
(New Dimension General Construction)		
Material and labor to demolish and reconstruct moisture damaged wood subflooring and floor joists in a 12-ft by 22-ft area and repair a 12-ft section of exterior wood siding and framing. See attached cost quote.	\$ 9,800	
Crawl Space Improvements		
Mold remediation of wood structure members using abrasive process, i.e. dry ice.	\$ 13,000	
Seal subfloor openings to interior with a spray-on urethane product.	\$ 5,000	
Interior Remediation		
Three-step cleaning of all interior surfaces (walls, excluding ceilings) and personal items following Clean Trust standards, e.g. HEPA vacuum, Wet Wipe and HEPA vacuum.		\$ 15,000
Miscellaneous Work		
350 LF Exterior Fencing with screening - \$1,200/6 month rental	\$ 400	
HVAC System Improvements, e.g. filters.	\$ 100	
Post Remediation Inspection		
Inspection	\$ 500	\$ 500
Total Cost per Phase	\$ 28,800	\$ 15,500
Total Cost	\$ 44,300	

Sea and Sage (Blue)
25 Riparian View
Estimated Mold Remediation Costs

	Phase 1	Phase 2
Crawl Space Improvements		
Mold remediation of wood structure members using abrasive process, i.e. dry ice.	\$ 13,000	
Seal subfloor openings to interior with a spray-on urethane product.	\$ 5,000	
Interior Remediation		
Three-step cleaning of all interior surfaces (walls, excluding ceilings) and personal items following Clean Trust standards, e.g. HEPA vacuum, Wet Wipe and HEPA vacuum.		\$ 20,000
Miscellaneous Work		
Trailer Rental (2 months for Trudy)	\$ 4,000	\$ 4,000
350 LF Exterior Fencing with screening - \$1,200/6 month rental	\$ 400	
HVAC System Improvements, e.g. filters.	\$ 100	
Post Remediation Inspection		
Inspection	\$ 500	\$ 500
Total Cost per Phase	\$ 23,000	\$ 20,500
Total Cost	\$ 43,500	

Sea and Sage Audubon House (Yellow)
5 Riparian View
Estimated Mold Remediation Cost

	Phase 1	Phase 2
Crawl Space Improvements		
Mold remediation of wood structure members using abrasive process, i.e. dry ice.	\$ 13,000	
Seal subfloor openings to interior with a spray-on urethane product.	\$ 5,000	
Interior Remediation		
Three-step cleaning of all interior surfaces (walls, excluding ceilings) and personal items following Clean Trust standards, e.g. HEPA vacuum, Wet Wipe and HEPA vacuum.		\$ 15,000
Miscellaneous Work		
Trailer Rental (2 months for Trudy. Schedule concurrent remediation of Sea and Sage Audubon and Sea and Sage buildings together.		\$ -
350 LF Exterior Fencing with screening - 6 month rental	\$ 400	
HVAC System Improvements, e.g. filters.	\$ 100	
Post Remediation Inspection		
Inspection	\$ 500	\$ 500
Total Cost per Phase	\$ 19,000	\$ 15,500
Total Cost All Phases	\$ 34,500	

Duck Club
15 Riparian View
Estimated Mold Remediation Costs

	Phase 1	Phase 2
Crawl Space Improvements		
Mold remediation of wood structure members using abrasive process, i.e. dry ice.	\$ 10,000	
Seal subfloor openings to interior with a spray-on urethane product.	\$ 7,500	
Interior Remediation		
Three-step cleaning of all interior surfaces (walls, excluding ceilings) and personal items following Clean Trust standards, e.g. HEPA vacuum, Wet Wipe and HEPA vacuum.		\$ 15,000
Miscellaneous Work		
350 LF Exterior Fencing with screening - \$1,200/6 month rental	\$ 400	
HVAC System Improvements, e.g. filters.	\$ 100	
Post Remediation Inspection		
Inspection	\$ 500	\$ 500
Total Cost per Phase	\$ 18,500	\$ 15,500
Total Cost All Phases	\$ 34,000	

EXHIBIT "F"

IRVINE RANCH WATER DISTRICT Expenditure Authorization

Project Name: SJM BUILDING CAMPUS MOLD REMEDIATION
EPMS Project No: 11665 **EA No:** 3
Oracle Project No: 4130
Project Manager: CORTEZ, MALCOLM
Project Engineer: CORTEZ, MALCOLM
Request Date: February 7, 2014

ID Split: Miscellaneous

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
101	50.0	REPLACEMENT FUND**
112	1.8	BONDS YET TO BE SOLD**
113	2.2	BONDS YET TO BE SOLD**
115	3.1	CAPITAL FUND
121	6.4	BONDS YET TO BE SOLD**
130	5.0	BONDS YET TO BE SOLD**
135	8.1	CAPITAL FUND
140	1.7	BONDS YET TO BE SOLD**
150	13.1	BONDS YET TO BE SOLD**
153	1.4	BONDS YET TO BE SOLD**
154	.6	BONDS YET TO BE SOLD**
161	3.4	BONDS YET TO BE SOLD**
182	1.2	BONDS YET TO BE SOLD**
184	1.2	BONDS YET TO BE SOLD**
186	.4	BONDS YET TO BE SOLD**
188	.4	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$129,900
This Request:	\$168,900
Total EA Requests:	\$298,800
Previously Approved Budget:	\$369,600
Budget Adjustment Requested this EA:	\$0
Updated Budget:	\$369,600
Budget Remaining After This EA	\$70,800

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING OUTSIDE	0	0	0	0	0	0	1/10	10/10
ENGINEERING DESIGN - IRWD	0	0	0	0	5,000	5,000	11/12	7/13
ENGINEERING DESIGN - OUTSIDE	0	0	0	0	2,000	2,000	11/12	7/13
DESIGN STAFF FIELD SUPPORT	0	0	0	0	2,000	2,000	11/12	7/13
ENGINEERING - CA&I IRWD	0	0	0	0	5,000	5,000	11/12	7/14
ENGINEERING - CA&I OUTSIDE	3,300	24,700	28,000	0	28,000	28,000	11/12	7/14
CONSTRUCTION FIELD SUPPORT	0	0	0	0	2,000	2,000	11/12	7/14
CONSTRUCTION	150,200	93,400	243,600	0	290,000	290,000	11/12	7/14
LEGAL	0	0	0	0	2,000	2,000	11/12	7/14
Contingency - 10.00% Subtotal	\$15,400	\$11,800	\$27,200	\$0	\$33,600	\$33,600		
Subtotal (Direct Costs)	\$168,900	\$129,900	\$298,800	\$0	\$369,600	\$369,600		
Estimated G/A - 170.00% of direct labor*	\$0	\$0	\$0	\$0	\$23,800	\$23,800		
Total	\$168,900	\$129,900	\$298,800	\$0	\$393,400	\$393,400		
Direct Labor	\$0	\$0	\$0	\$0	\$14,000	\$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:

Malcolm Cortez

2/7/14

Department Director:

Kevin L. Burt

2/12/14

Finance:

[Signature]

2/13/14


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 \$402,000. 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 10, 2014

Prepared by: R. Bennett/K. Welch

Submitted by: F. Sanchez/P. Weghorst

Approved by: Paul Cook 

ACTION CALENDAR

STRAND RANCH WELL OPTIMIZATION AND MONITORING PROJECT

SUMMARY:

Static water levels in the Kern Fan area around the Strand Ranch Integrated Banking Project continue to decline and are expected to fall below historic record low levels as a result of severe drought conditions and increased pumping in the area. Declines are occurring at a rate that is likely to impact IRWD's ability to recover water from the Strand Ranch in the very near future. To maintain the District's ability to recover water from Strand Ranch, staff recommends that the pumps be lowered in the six active Strand Ranch extraction wells. Staff also recommends that wellhead monitoring and remote telemetry equipment be installed at the well sites to provide access to instantaneous data and monitoring of the recovery facilities. Staff's recommendations to the Board are summarized as follows:

- Authorize the addition of Project 11794, "Strand Ranch Well Optimization and Monitoring Project" (Project) to the FY 2013-14 Capital Budget to fund the lowering of the pumps and installation of wellhead monitoring and remote telemetry equipment for six Strand Ranch extraction wells;
- Approve an Expenditure Authorization in the amount of \$501,600 for Project 11794;
- Authorize the General Manager to negotiate and execute a sole source construction contract with Bakersfield Well and Pump (BWP) to complete the Project in an amount up to \$425,000 (contingent upon the execution of the Compromise and Release Agreement with BWP for the replacement of well SREX-4); and
- Authorize the General Manager to negotiate and execute a Professional Services Contract with Dee Jasper & Associates (DJA) in an amount up to \$45,000 to provide construction management, oversight and inspection services for the Project.

BACKGROUND:

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. The location of these wells is shown in Exhibit "A". 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. The well pumps were installed at elevations according to the historical range of groundwater levels.

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.

Declining Water Levels:

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. Declines are occurring at a rate that is likely to soon impact the ability to recover water from the Strand Ranch. 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. As part of the study, Thomas Harder & Company (Harder) performed detailed hydrogeologic modeling studies while Kennedy/Jenks Consultants (KJC) performed hydraulic studies and prepared design packages to lower the pumps and to install wellhead monitoring and remote telemetry equipment.

Pump Setting Optimization Study Results:

Harder & Co. performed a hydrogeologic numerical modeling analysis of historic, current and expected future estimates of maximum pumping water levels at the Strand Ranch. 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.

Construction Services:

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. Executing a sole source contract with BWP for the construction services will expedite the work and will significantly reduce the time sensitive risk of having to shut down wells in the coming weeks due to declining water levels.

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. Staff has been pleased overall with BWP's performance and with the integrity and cooperation that they have provided in agreeing to replace SREX-4. Staff recommends that the Board authorize

the General Manager to negotiate and execute a contract with BWP to perform the work required to lower the pumps on six of the seven IRWD wells at the Strand Ranch for an amount up to \$425,000 which is based on the engineer's estimate and includes a 10% contingency.

Construction Management Services:

Staff recommends that 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. Staff recommends that the Board authorize the General Manager to negotiate and execute a contract with DJA to perform the construction management services in an amount up to \$45,000.

FISCAL IMPACTS:

Project 11794 (5272) is not included in the FY 2013-14 Capital Budget. The total cost to lower the pumps and to install wellhead monitoring and remote telemetry equipment on the six operating wells at the Strand Ranch is estimated to be \$501,600 which includes estimated construction costs, construction management, necessary staff time, environmental and legal support and a 10% contingency. As shown below, staff requests the addition of project 11794 (5272) Strand Ranch Well Optimization and Monitoring Project to the FY 2013-14 Capital Budget in the total amount of \$501,600 and an Expenditure Authorization in the amount of \$501,600 as shown in Exhibit "B":

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11794 (5272)	\$0	\$501,600	\$501,600	\$0	\$501,600	\$501,600

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, Article 19, Section 15302 which provides exemption for 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. A Notice of Exemption for the project will be prepared and filed with the County of Orange and the County of Kern.

COMMITTEE STATUS:

This item was discussed at the Water Banking Committee on March 3, 2014.

RECOMMENDATION:






THAT THE BOARD AUTHORIZE 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 TELEMETRY EQUIPMENT FOR SIX STRAND RANCH EXTRACTION WELLS; APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$501,600 FOR PROJECT 11794 (5272); AUTHORIZE 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 AUTHORIZE 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.

LIST OF EXHIBITS:

Exhibit "A" – Strand Ranch Well Location Map
Exhibit "B" – Expenditure Authorization for Project 11794 (5272)

Exhibit "A"

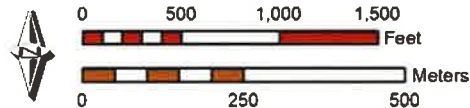


- Main Features**
-  Strand Ranch Recharge Basins
 -  Extraction Well
 -  Observation Well - Nested
 -  Existing Strand Ranch Well
 -  Destroyed Strand Ranch Well



Detailed Well Location Map
Strand Ranch Integrated Banking Project

Path: N:\MapDocs\Clients\IRWD\Strand Ranch\South Basin Infiltration\20111129_DetailedWellLocationMap.mxd



IRVINE RANCH WATER DIST | EXHIBIT "B"

Expenditure Authorization

Project Name: STRAND RANCH WELL SETTING OPTIMIZATION/MONITORING

EPMS Project No: 11794 **EA No:** 1

Oracle Project No: 5272

Project Manager: WEGHORST, PAUL

Project Engineer: BENNETT, RAY

Request Date: March 7, 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**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$501,600
Total EA Requests:	\$501,600
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$501,600
Updated Budget:	\$501,600
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - CA&I IRWD	18,000	0	18,000	18,000	0	18,000	3/14	6/14
ENGINEERING - CA&I OUTSIDE	45,000	0	45,000	45,000	0	45,000	3/14	6/14
CONSTRUCTION	388,000	0	388,000	388,000	0	388,000	3/14	6/14
LEGAL	5,000	0	5,000	5,000	0	5,000	3/14	6/14
Contingency - 10.00% Subtotal	\$45,600	\$0	\$45,600	\$45,600	\$0	\$45,600		
Subtotal (Direct Costs)	\$501,600	\$0	\$501,600	\$501,600	\$0	\$501,600		
Estimated G/A - 170.00% of direct labor*	\$30,600	\$0	\$30,600	\$30,600	\$0	\$30,600		
Total	\$532,200	\$0	\$532,200	\$532,200	\$0	\$532,200		
Direct Labor	\$18,000	\$0	\$18,000	\$18,000	\$0	\$18,000		

*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: _____

[Signature]

3/7/14

Department Director: _____

Finance: _____

Board/General Manager: _____

** IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$543,000. 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.