

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

March 9, 2015

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

Directors Matheis, Reinhart, Swan, Withers and President LaMar

NOTICE

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

COMMUNICATIONS TO THE BOARD

1. A. Written:

B. Oral:

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

Recommendation: Determine that the need to discuss and/or take immediate action on item(s)

PRESENTATION

Resolution No. 2015-5

3. **PRESENTATION TO STAFF**

Staff will be recognized for exemplary representation of the Irvine Ranch Water District.

Reso No. 2015-

PUBLIC HEARING

Ordinance No. 2015-1

4. ORDINANCE AMENDING REGULATIONS FOR WASTEWATER DISCHARGES TO IRWD SEWERAGE FACILITIES TRIBUTARY TO SOUTH ORANGE WASTEWATER AUTHORITY SECOND READING AND ADOPTION

Recommendation:

- a. Open the hearing;
- b. Inquire of the Secretary how the hearing was noticed;
- c. Receive and file the affidavit of posting and proof of publication;
- d. Inquire of the Secretary if there have been any written communications;
- e. Request a report from the Executive Director of Engineering and Water Quality;
- f. Hear any person who wishes to speak concerning the amended ordinance;
- g. Inquire whether there are any comments or questions from the Board;
- h. Close the hearing;
- i. Read the ordinance by title only and that further reading be waived; and
- j. Adopt an ordinance repealing Ordinance No. 2011-1 and adopting amended regulations for the discharge of wastewater to sewerage facilities of IRWD tributary to SOCWA.

Ord. No. 2015-1

CONSENT CALENDAR

Items 5-11

5. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the February 9, 2015 Regular Board meeting be approved as presented.

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

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

7. 2015 PROJECT MANUAL

Recommendation: That the Board adopt a resolution rescinding Resolution No. 2013-4 and adopting a resolution revising the District's Project Manual subject to non-substantive changes.

Reso. No. 2015-

8. UPCOMING PROJECTS STATUS REPORT

Recommendation: Receive and file.

CONSENT CALENDAR - Continued

Items 5-11

9. MICHELSON WATER RECYCLING PLANT PHASE II EXPANSION
LANDSCAPING FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Michelson Water Recycling Plant Phase II Expansion Landscaping, projects 20214 (1599) and 30214 (1706); authorize the General Manager to file a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

10. BOOSTER PUMP STATION CHECK VALVE REPLACEMENT FINAL
ACCEPTANCE

Recommendation: That the Board accept construction of the Booster Pump Station Check Valve Replacement, project 11751 (5116); authorize the General Manager to file a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

11. JANUARY 2015 TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Monthly Interest Rate Swap Summary for January 2015, and Disclosure Report of Reimbursements to Board members and staff; approve the January 2015 Summary of Payroll ACH payments in the total amount of \$1,459,175 and approve the January 2015 accounts payable Disbursement Summary of Warrants 354855 through 355666, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$31,983,786.

ACTION CALENDAR

12. ON-CALL PROGRAMMING AND DATABASE CONSULTANTS
VARIANCE APPROVAL

Recommendation: That the Board authorize the General Manager to execute variances to Professional Services Agreements with Outsource Technical; Variance No. 3 in the amount of \$99,000 for the On-call Database Support Services Agreement; and Variance No. 2 in the amount of \$201,000 for the On-Call Programming and Networking Services Agreement.

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.

13. A. General Manager's Report

B. Directors' Comments

C. CLOSED SESSION CONFERENCE with legal counsel regarding Existing Litigation, Government Code 54956.9(d)(1) – Mid Century Insurance v. IRWD, v. Patrick Madden Morgan and the Paper Company;

CLOSED SESSION CONFERENCE with legal counsel relative to anticipated litigation pursuant to Government Code Section 54956.9(d)(4) initiation of litigation (one potential case); and

CLOSED SESSION CONFERENCE with Labor Negotiators - Government Code Section 54957.6:

Agency Designated Representatives: Paul Cook and Jenny Roney
Employees Organization: Irvine Ranch Water District Employees Association

D. Open Session

E. Adjourn

* * * * *

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 9, 2015

Prepared by: L. Lewis

Submitted by: K. Burton *KLB*

Approved by: Paul Cook *Paul Cook*

PUBLIC HEARING

ORDINANCE AMENDING REGULATIONS FOR WASTEWATER DISCHARGES TO IRWD SEWERAGE FACILITIES TRIBUTARY TO SOUTH ORANGE COUNTY WASTEWATER AUTHORITY SECOND READING AND ADOPTION

SUMMARY:

The current IRWD regulations to control industrial discharges to IRWD sewerage facilities tributary to the South Orange County Wastewater Authority (SOCWA) were last amended in 2011. Periodic amendments to these regulations are needed to incorporate the requirements of new state and federal pretreatment regulations to address changes in administrative procedures and/or as a result of regulatory audits. Attached as Exhibit "A" is a draft Ordinance consisting of the updated provisions for the portions of IRWD's sewage collection and treatment systems that are tributary to SOCWA. The first reading and introduction of the Ordinance to amend the regulations was completed at the February 9, 2015 Board meeting. Staff recommends that the Board conduct a public hearing, complete the second reading, and adopt the Ordinance.

OUTLINE OF PROCEEDINGS

- President: Declare this to be the time and place for the hearing on the Ordinance.
- President: Request the Secretary to report the manner by which the Notice of Hearing was given.
- Secretary: The Notice of this hearing was published in the Orange County Register on February 2, 2015 and was posted on January 22, 2015 within the IRWD service area tributary to South Orange County Wastewater Authority. The notice was also posted in the District office on January 21, 2015. The Secretary presents an Affidavit of Posting and Proof of Publication for the Board to receive and file.
- Board: RECOMMENDED MOTION: RECEIVE AND FILE THE AFFIDAVIT OF POSTING THE PROOF OF PUBLICATION PRESENTED BY THE SECRETARY.
- President: Inquire of the Secretary whether there have been any written communications.
- Secretary: Respond.
- President: Request a report from the Executive Director of Engineering and Water Quality.
- Exec. Dir. of Eng & WQ: Report and describe the proposed revisions and indicate that the clarifications and revisions to the Ordinance are summarized in Exhibit "B".

President: Inquire whether anyone is present who wishes to address the Board concerning the amended Ordinance.

Inquire whether there are any comments or questions from members of the Board of Directors.

RECOMMENDATION:

(1) THAT THE HEARING BE CLOSED, THAT THE ORDINANCE BE READ BY TITLE ONLY, THAT FURTHER READING OF THE ORDINANCE BE WAIVED.

Secretary: Read the title of the proposed Ordinance:

ORDINANCE NO. 2015-1

ORDINANCE OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT REPEALING ORDINANCE NO. 2011-1 AND ADOPTING AMENDED REGULATIONS FOR THE DISCHARGE OF WASTEWATER TO SEWERAGE FACILITIES OF THE IRVINE RANCH WATER DISTRICT THAT ARE TRIBUTARY TO THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

(2) THAT THE ORDINANCE BE ADOPTED.

BACKGROUND:

IRWD is required by state and federal laws and regulations to control the discharge of non-domestic sewage to its collection and treatment systems to prevent pollutants from upsetting the treatment systems or passing through to the environment. To comply with these requirements, IRWD has an established Pretreatment and Source Control Program (Program) through Ordinance No. 2011-1, for the portions of its sewage collection systems that are tributary to IRWD's Los Alisos Water Recycling Plant (LAWRP). When recycled water demand is low, all or a portion of LAWRP's secondary treated effluent is discharged to the ocean via SOCWA's Aliso Creek Ocean Outfall. SOCWA, as the owner of the ocean outfall, is the lead agency responsible for the implementation of the provisions contained in the Ordinance. An interagency agreement has been adopted between IRWD and SOCWA that defines each agency's duties and responsibilities in the implementation of the Ordinance.

The Ordinance regulates sewer use and discharges in compliance with applicable state and federal regulations, establishes quality and quantity limitations on all sewer discharges, and imposes pretreatment requirements on the degree of waste authorized to be discharged to IRWD sewerage treatment facilities that are tributary to SOCWA. The Ordinance also provides for the issuance of permits to impose additional case-by-case requirements as appropriate, establishes fees and other penalties for noncompliance and/or violations, and establishes specific facility requirements, inspection, monitoring, sampling, notification and reporting requirements.

Revisions are made periodically to the Ordinance to maintain compliance with changing federal pretreatment regulations to update administrative provisions and/or as a result of a regulatory audit. As a result of SOCWA's recent pretreatment program audit conducted by the San Diego Regional Water Quality Control Board on April 9 -10, 2014, SOCWA was required to amend its own, as well as its member agencies' pretreatment ordinances, to include hazardous waste discharge notification provisions as specified in the Code of Federal Regulations (CFR), Title 40, Section 403.12(p)(1). IRWD worked cooperatively with SOCWA to incorporate the required changes to IRWD's Ordinance.

The Ordinance will repeal Ordinance No. 2011-1 and amend regulations for discharges to sewerage facilities of IRWD that are tributary to SOCWA. Adoption of the Ordinance is a two-step process that requires: 1) a first reading and introduction, which was completed at the February 9, 2015 Board meeting, and 2) a public hearing, second reading, and adoption.

FISCAL IMPACTS:

The Program is already being administered, and the proposed revisions are not expected to result in a significant fiscal impact to IRWD.

ENVIRONMENTAL COMPLIANCE:

The adoption of the Ordinance is categorically exempt from the California Environmental Quality Act pursuant to the California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15307 and 15308, which provide exemptions for actions by regulatory agencies for protection of natural resources and the environment.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on January 20, 2015.

LIST OF EXHIBITS:

- Exhibit "A" – Ordinance
- Exhibit "B" – Summary of Revisions to Ordinance

EXHIBIT "A"

**IRVINE RANCH WATER DISTRICT
WASTE DISCHARGE PRETREATMENT
AND
SOURCE CONTROL PROGRAM**

An Ordinance Repealing Ordinance No. ~~2011-196-42-4~~ and Adopting
Amended Regulations for the Discharge of
Wastewater to Sewerage Facilities of the
Irvine Ranch Water District
that are in the
South Orange County Wastewater Authority Service Area

ORDINANCE
~~201514-XX~~

Prepared by the
Industrial Waste Division
South Orange County Wastewater Authority
for the
Irvine Ranch Water District
~~201510~~

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THE BOARD OF DIRECTORS OF THE IRVINE RANCH WATER DISTRICT DOES ORDAIN AS FOLLOWS:

**ARTICLE 1
GENERAL PROVISIONS**

101 INTRODUCTION

- A. The Irvine Ranch Water District ("IRWD") was organized in 1961 by authority of the California Water District Law (Section 34000 of the Water Code of the State of California). The IRWD is governed by a five member Board of Directors (Board) elected from the qualified voters in the entire IRWD service area. For the purpose of this ordinance, the IRWD provides water distribution and wastewater collection and treatment services to residential and commercial establishments in the City of Lake Forest area. Wastewater is treated at the IRWD's Los Alisos ~~Wastewater~~ ~~Water Reclamation~~ ~~Recycling~~ Plant. Any unused wastewater is discharged to the ocean via the South Orange County Wastewater Authority's (SOCWA) Aliso Creek Ocean Outfall.
- B. SOCWA is governed by its own Board of Directors with each director representing a member agency (MA). MAs join together in various project committees to construct and operate joint sewerage facilities. The SOCWA Ocean Outfalls are the key facilities in the SOCWA system. Treated wastewater is discharged to the outfalls from SOCWA wastewater treatment plants and the IRWD's Los Alisos ~~Wastewater~~ ~~Water Reclamation~~ ~~Recycling~~ Plant.
- C. SOCWA is the lead agency responsible for the implementation of the provisions contained in this ordinance. The IRWD, a MA of SOCWA may opt to administer and enforce these provisions under SOCWA's oversight, or may contract with SOCWA to have these services provided directly to the IRWD. An interagency agreement has been adopted between the IRWD and SOCWA that defines each agency's duties and responsibilities. This interagency agreement is on file at the IRWD and SOCWA offices.

102 OBJECTIVES

- A. The objectives of this ordinance are to:
 - 1. Ensure compliance with various regulatory agencies and the National Pollutant Discharge Elimination System (NPDES) Requirements.
 - 2. Prevent the introduction of pollutants that may cause interference of sewerage facility operations.
 - 3. Identify the goals, objectives and procedures for complying with federal pretreatment standards.
 - 4. Prevent biosolids contamination.
 - 5. Promote the opportunity to recycle and reclaim wastewaters or biosolids from sewerage facilities.
 - 6. Encourage waste minimization and material substitution by users.
 - 7. Protect sewerage facility employees and the general public who may be affected by wastewater, biosolids and chemical hazards.
 - 8. Encourage the reuse, recycling and reduction of water, wastewater or solids that are discharged to sewerage facilities.
 - 9. Minimize the discharge of volatile organic compounds that could individually or collectively contribute to a decrease in the quality of air emission from sewerage facilities.
 - 10. Establish an effective monitoring program for the control of user discharges to sewerage facilities.
 - 11. Establish an enforcement response plan (ERP).
 - 12. Equitably distribute costs.

13. Prevent the introduction of pollutants into sewerage facilities that may pass through a sewerage facility, inadequately treated, into the receiving waters, or otherwise be incompatible with sewerage facilities.
14. Incorporate the necessary laws and regulations in order to implement and enforce federal, State of California (State), IRWD and SOCWA standards.
15. Seek to identify users that discharge or have the potential to discharge toxic pollutants, non-compatible or excessive amounts of compatible wastes to sewerage facilities.

103 PURPOSE

- A. The purpose of this ordinance is to:
 1. Provide for the maximum public benefit from the use of IRWD sewerage facilities. This is accomplished by regulating the use of sewerage facilities and wastewater discharges by providing equitable distribution of costs in compliance with applicable state and federal regulations and by providing procedures that will allow the IRWD to comply with requirements placed upon it by other regulatory agencies. Any revenues derived from the application of this ordinance may be used to recover the cost of providing services by the IRWD which includes but are not limited to administration, monitoring, and enforcement.
 2. Comply with federal and state regulations which allow the IRWD to meet applicable standards for the final effluent and ocean outfall quality. This ordinance establishes quality and quantity limitations on all wastewater discharges whether or not the discharges adversely affect IRWD's sewerage facilities, processes, ocean outfall effluent quality, or inhibit IRWD's ability to meet its specific discharge limitations. It is the intent of this ordinance to improve the quality of wastewater being received for treatment and to encourage water conservation by all users connected to a sewerage facility. It is the IRWD's intent to discourage the increase in quantity (mass emission) of waste constituents being discharged. This ordinance also imposes pretreatment requirements on the degree of waste authorized to be discharged to the IRWD's sewerage facilities; provides for the issuance of wastewater discharge permits or other controlling mechanism to impose additional case-by-case requirements, as appropriate, and establishes fees and other penalties for noncompliance and/or violation of this ordinance.

104 POLICY

- A. The policy of this ordinance is to be:
 1. Interpreted in accordance with the definitions set forth in Article 2. The provisions of this ordinance shall apply to the discharge of all wastes carried to IRWD sewerage facilities, and have been liberally construed so as to effectuate the environmental purposes, objectives, and other provisions set forth herein.
 2. Committed to wastewater reclamation and reuse in order to provide an alternate source of water supply. The adoption of programs for reclamation through secondary and tertiary wastewater treatment processes may necessitate more stringent quality requirements on wastewater discharges. In the event that more stringent quality requirements are necessary, this ordinance may be amended to reflect those changes.
 3. Committed to the beneficial use of biosolids. The implementation of programs to land apply or provide for the marketing and distribution of biosolids may necessitate more stringent quality requirements on waste water discharges. In the event that more stringent quality requirements are necessary, this ordinance may be amended to reflect these changes.
 4. Committed to compliance with all applicable state and federal laws including the Clean Water Act in 33 United States Code 1251 et seq. and the general pretreatment regulations described in 40 CFR 403.

105 APPLICABILITY

This ordinance applies to users within the portion of the IRWD service area that discharges wastewater to facilities served by the SOCWA wastewater collection, treatment and disposal facilities and to users outside the IRWD service area who, by wastewater discharge permit or other controlling mechanism, make use of IRWD sewerage facilities that discharge wastewater to facilities served by the SOCWA wastewater collection, treatment and disposal facilities. IRWD also provides sewer service to the portions of its service area that are served by IRWD's Michelson Water Reclamation Plant and/or regional facilities of the Orange County Sanitation District. This ordinance does not apply to users within or outside the IRWD service area who make use of IRWD sewerage facilities that discharge wastewater to facilities served by IRWD's Michelson Water Reclamation Plant and/or the facilities of the Orange County Sanitation District.

106 AVAILABILITY OF SEWERAGE FACILITIES

If capacity in a sewerage facility as a whole is not available, IRWD may restrict discharge of existing users until sufficient capacity can be made available. The IRWD may refuse immediate service to new users where their proposed quality or quantity of wastewater is unacceptable to the available sewerage facilities.

107 NOTICE TO EMPLOYEES

- A. The IRWD may provide one (1) copy of this ordinance to each user that has received a wastewater discharge permit, upon request.
- B. Users who are issued a wastewater discharge permit may make available to their employees, copies of this ordinance.
- C. Users who are issued a wastewater discharge permit may make copies of it, so as to make it available to all personnel at all times.
- D. A notice may be permanently posted in prominent places advising employees to call the IRWD in the event of an uncontrolled spill or discharge as soon as possible and to submit a report as indicated in section 803 or 804 of this ordinance. The notice shall provide for necessary instruction and information, including but not limited to:
 - 1. IRWD phone numbers.
 - 2. SOCWA phone numbers.
 - 3. Recording the time of the incident.
 - 4. Name and location of user.
 - 5. Type, concentration and volume of the discharge.
 - 6. Corrective action taken.
 - 7. Name of person reporting the incident.

ARTICLE 2
DEFINITIONS AND ABBREVIATIONS

201 DEFINITIONS CONTAINED IN PUBLICATION

- A. Unless otherwise defined herein, terms related to water quality shall be defined in the same manner as in the latest edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association (APHA), The American Water Works Association (AWWA), and the Water Environment Federation (WEF).
- B. The testing procedure for waste constituents and characteristics shall be as described in 40 CFR 136.

202 DEFINITION OF TERMS

- A. Words used in this ordinance in the singular may include the plural and the plural singular. Use of masculine shall mean feminine and the use of feminine shall mean masculine.
- B. The definitions in this ordinance are not intended to narrow the scope of definitions set forth in federal or state regulations. Unless the context specifically indicates otherwise the following terms, or pronouns used in their place, shall be interpreted as follows:
 - 1. Act or "the Act". The Federal Water Pollution Control Act also known as the Clean Water Act (CWA) as well as any amendments, guidelines, limitation or standards promulgated by the EPA pursuant to the Act, (33 USC 1251 et seq).
 - 2. Approval Authority. Refers to the US Environmental Protection Agency (EPA), the California State Water Resources Control Board (SWRCB), or the local California Regional Water Quality Control Board (RWQCB).
 - 3. Baseline Monitoring Report (BMR). A required report for all industrial users subject to a categorical pretreatment standard. A BMR provides information that documents an industrial user's compliance status with all applicable pretreatment standards.
 - 4. Batch Dump. The discharge of pollutants or compatible wastes in a manner or method that is not approved or is prohibited by the IRWD.
 - 5. Best Available Technology (BAT). A level of technology that is based on the very best (state of the art) control and treatment measures that have been developed or are capable of being developed for a particular industrial category.
 - 6. Best Management Practices (BMPs). A set of schedules of activities, prohibitions of practices, maintenance procedures, operating procedures and other management practices used to control a user or a group of similar users' discharge to sewerage facilities. BMPs may include, but are not limited to treatment requirements, operating procedures, and practices to control plant site runoff, spillage of leaks, sludge or waste disposal, or drainage from raw materials storage.
 - 7. Best Practicable Technology (BPT). A level of technology represented by the average of the best existing wastewater treatment performance levels within an industrial category.
 - 8. Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter in wastewater using appropriate testing procedure and expressed as a concentration (e.g. mg/L).
 - 9. Biodegradable. A material that can be decomposed by a biological process.
 - 10. Biohazardous Waste. Area material that is likely to transmit etiologic agents that cause, or significantly contribute to the cause of, increased morbidity or mortality of human beings as set forth by the State Medical Waste Management Act.

11. Board. The Board of Directors of the Irvine Ranch Water District (IRWD).
12. Building Sewer. The entire length of private sewage service lateral extending from the building or structure that is connected to a sewerage facility.
13. By-Pass. Any intentional diversion of waste streams around any portion of a user's pretreatment equipment.
14. Categorical Industrial User (CIU). A user subject to a federal categorical pretreatment standard or categorical standard
15. Chain of Custody. A document used to ensure the integrity of a sample, which includes a record of each person involved in the possession of a sample, securing the sample, and final disposal of the sample.
16. Chemical Oxygen Demand (COD). The quantity of oxygen required to oxidize all compounds, both organic and inorganic, in wastewater using the appropriate testing procedure and expressed as a concentration (e.g. mg/L).
17. Class I User. Any user determined by the IRWD that meets the criteria of significant industrial user (SIU) as described in 40 CFR 403.
18. Class II User. Any user determined by the IRWD that is not a SIU and may discharge pollutants or non-compatible wastes which may impact sewerage facilities.
19. Class III User. Any user determined by the IRWD that is not a SIU and may discharge conventional pollutants or compatible wastes, which may impact sewerage facilities.
20. Class IV User. Any user determined by IRWD that may discharge or is proposing to discharge special wastewater that may contain toxic or conventional pollutants, or non-compatible or compatible wastes which may impact sewerage facilities.
21. Code of Federal Regulations (CFR). The code of the Federal Government of the United States of America, which contains all of the federal regulations including environmental regulations.
22. Company Authorized Representative (CAR). An individual designated by the user, who is responsible for signing all submittals to the IRWD and who meets the criteria as described in 40 CFR 403.
23. Compatible Waste. Waste that does not contain toxic pollutants or non-compatible wastes. This may include a combination of, but not limited to, conventional pollutants or other wastes that sewerage facilities are designed to accept and/or remove. Compatible wastes are non-compatible when discharged in quantities that have an adverse effect on sewerage facilities or NPDES Permit, or when discharged in qualities or quantities violating any National Pretreatment Standard or other discharge requirement or as determined by the IRWD.
24. Composite Sample. A collection of individual samples obtained at intervals based on an increment of either flow or time. The resulting mixture, a composite sample, forms a representative sample of the wastestream discharged during the sample period.
25. Control Authority (CA). The Irvine Ranch Water District (IRWD) and/or the South Orange County Wastewater Authority (SOCWA).
26. Conventional Pollutants. Those pollutants which are designated pursuant to section 304(a)(4) of the Act which include, biochemical oxygen demand (BOD), total suspended solids (TSS), fecal coliform, pH, and oil and grease.

27. Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.
28. Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
29. Discharger. Any entity which discharges or causes a discharge of wastewater that is directly or indirectly discharged to sewerage facilities. May be interchangeable with indirect discharger, industrial user, permittee, person or user.
30. Discharge Requirements. The requirements of federal, state or local public agencies having jurisdiction over the effluent discharged to sewerage facilities or the environment.
31. Disposal. A controlled release to sewerage facilities or to the environment.
32. Effluent. Usually water or wastewater discharged partially or completely treated or untreated from an industrial user or treatment plant, or part thereof.
33. Enforcement. A series of progressively more stringent actions used to seek compliance with federal, state or local laws, regulations, limitations and this ordinance. Any enforcement may include monetary fees, fines or penalties.
34. Environmental Protection Agency (EPA). The U. S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.
35. Existing Source. Any source of discharge that is not a "New Source".
36. Fee. Any amount assessed to a discharger for the use of any portion of a sewerage facility which shall include, but not be limited to, connection fees, monthly sewer service, wastewater discharge permit, excess capacity fee, industrial wastewater treatment, laboratory testing, industrial inspection, and monitoring fees.
37. Flow Monitoring Equipment. Equipment and/or structures provided at the user's sole expense to measure, totalize, record and/or sample incoming water to the user's site or the wastewater discharged to sewerage facilities.
38. General Manager. The individual duly designated by the Board of the IRWD to administer this ordinance.
39. Grab Sample. A sample collected from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.
40. Grease. Includes, but is not limited to fats, oils and grease (FOG), waxes and other non-volatile materials as determined by the appropriate testing procedures.
41. Groundwater. Water that is beneath the surface of the earth.
42. Hazardous Waste. Any waste that is potentially damaging to of the environment or a person's health due to toxicity, ignitability, corrosivity, chemical reactivity or other reasons.
43. Industrial User. Any site that discharges industrial wastewater to sewerage facilities. May be interchangeable with discharger, indirect discharger, permittee or user.
44. Industrial Wastewater. All liquid-carried wastes or wastewater of the community, excluding domestic wastewater, and may include all wastewater from any producing, manufacturing, processing, agricultural, or other operation or location.

45. Inspector. A person authorized by the General Manager to inspect and/or monitor any industrial user's discharge or anticipated discharge to any sewerage facility.
46. Interference. A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts any sewerage facilities, any treatment processes or operations or any sludge processes, use or disposal and therefore, is a cause of violation of the IRWD's or SOCWA's NPDES permits (including an increase in the magnitude or duration of a violation) or prevents lawful biosolids or treated effluent use or disposal.
47. Interjurisdictional Agreements (Also referred to as Interagency Agreements). An agreement between SOCWA and any individual or combination of MA's or other local sewerage agency that defines the authority and responsibility to implement the Waste Discharge Pretreatment and Source Control Program and to enforce the regulations contained in this ordinance within the individual and/or combination of MAs, or any other local sewerage agency's service area.
48. Irvine Ranch Water District (IRWD). The agency that is responsible for the adoption of this ordinance and is a MA of SOCWA.
49. Local Limits. A set of specific discharge limits developed and enforced by the IRWD and/or SOCWA upon a user's site in order to implement the general and specific discharge prohibitions as described in 40 CFR 403.
50. Local Sewering Agency. Any public agency or private company responsible for the collection, treatment or disposal of wastewater to sewerage facilities that is duly authorized under the laws of the State to construct and/or maintain sewerage facilities.
51. Lower Explosive Limit (LEL). The point where an explosive gas in an area of atmosphere that is at a sufficient concentration as to result in an explosion if a sufficient ignition source is present.
52. Mass Emission Rate. The weight of material discharged to sewerage facilities during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combinations of constituents.
53. May. Permissive or discretionary.
54. Member Agency (MA). Any one, combination, or all of the individual districts or cities which are members of SOCWA. They are: City of Laguna Beach (CLB), City of San Clemente (CSC), City of San Juan Capistrano (CSJC), El Toro Water District (ETWD), Emerald Bay Service District (EBS), Irvine Ranch Water District (IRWD), Moulton Niguel Water District (MNWD), Santa Margarita Water District, (SMWD), South Coast Water District, (SCWD) and the Trabuco Canyon Water District (TCWD).
55. Monthly Average. The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during the month.
56. National Pollutant Discharge Elimination System (NPDES) Permit. The document issued for the control of discharges to surface waters of the United States as detailed in Section 402 of the Act.
57. National Pretreatment Standards. Includes the following terms: "Prohibited Discharges", "General Prohibitions", "Specific Prohibitions", "Local Limits", "Categorical Standards", "Categorical Pretreatment Standards", "Pretreatment Standards" and "Standards". These terms apply to any pollutant discharge regulations that are promulgated by the EPA in accordance with Section 307 (b) and (c) of the Act that limits and/or prohibits the wastewater discharged by users into a sewerage facility.
58. New Source. Those sources that are new as defined by 40 CFR 403.
59. Non-Compatible Waste. Waste that contains toxic or non-compatible pollutants that may pass-through or cause interference if discharged to sewerage facilities.

60. Non-industrial Wastewater Discharge (NIWD) Form. A form issued users that are considered to have wastewater of no concern discharging to sewerage facilities. This form may contain BMP's.
61. Normal Working Day. Any period of time during which production or operation is taking place or any period which discharge to sewerage facilities is occurring.
62. North America Industry Classification System (NAICS). An industry classification system that groups establishments into industries based on the activities which they are primarily engaged.
63. Nuisance. Anything which may be injurious to health or is indecent or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfort or enjoyment of life or property or which affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
64. Ordinance. The document entitled "An Ordinance of Regulations for the Discharge of Wastewater to Sewerage Facilities of the Irvine Ranch Water District that are in the South Orange County Wastewater Authority Service Area" containing IRWD's requirements, conditions and limitations for discharging to sewerage facilities, as may be amended and modified.
65. Pass Through. A discharge from a user which exits sewerage facilities into waters of the United States in quantities or concentrations which, alone or in conjunction with any discharge from other sources, is a cause of a violation of any requirement of IRWD's or SOCWA's NPDES Permits, including an increase in the magnitude or duration of a violation.
66. Permittee. A discharger who has received a permit to discharge wastewater into the IRWD's sewerage facilities subject to the requirements and conditions established by the IRWD. May be interchangeable with discharger, indirect discharger, industrial user, person or user.
67. Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, tenant, lessee, renter, governmental entity, or any other legal entity; or their legal representatives, agents or assigns. This definition includes all federal, state and local government entities. May be interchangeable with discharger, indirect discharger, industrial user, permittee or user.
68. Pesticides. Those compounds classified as such under Federal or State law or regulations including, but not limited to, DDT (dichlorodiphenyltrichloroethane, both isomers), DDE (dichlorodiphenylethylene), DDD (dichlorodiphenyldichloroethane), Aldrin, Benzene Hexachloride (alpha, beta and gamma isomers), Chlordane, Endrin, Endrin aldehyde, TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin), Toxaphene, Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Heptachlor, Heptachlor epoxide, Dieldrin, Demeton, Guthion, Malathion, Methoxychlor, Merex and Parathion.
69. pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.
70. Pollutant. Any substance, constituent, compound or characteristic of wastewaters on which a discharge limitation may be imposed either by the IRWD, SOCWA, or the regulatory agencies empowered to regulate the IRWD and SOCWA.
71. Polychlorinated Biphenyls (PCBs). Those compounds classified as such under Federal and State law or regulations including, but not limited to Aroclors 1016, 1221, 1228, 1232, 1242, 1248, 1254, 1260 and 1262.
72. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into sewerage facilities. This reduction, elimination or alteration of pollutants can be obtained by physical, chemical, or biological process, by process changes or other means except as described by 40 CFR 403.

73. Pretreatment Equipment. Any equipment, structures or devices used for the treatment or flow limitation of industrial wastewater prior to discharge to sewerage facilities.
74. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a national pretreatment standard.
75. Prohibited Discharges. Any prohibitions against the discharge of certain substances; these prohibitions appear in Article 5.
76. Public Agency. The State and any city, county, district, agency, other local authority or public body of or within this state.
77. Rainwater. Water resulting from precipitation which directly falls upon any surface.
78. Regulatory Agencies. Those Agencies having jurisdiction over the operation of the IRWD, including, but not limited to, the following:
 - a. United States Environmental Protection Agency (EPA).
 - b. State Water Resources Control Board (SWRCB).
 - c. Regional Water Quality Control Board (RWQCB).
 - d. South Coast Air Quality Management District (SCAQMD).
 - e. Department of Health Services (DOHS).
 - f. California Environmental Protection Agency (Cal-EPA).
79. Representative Sample Point. A location set forth in the user's wastewater discharge permit or other control mechanism from which wastewater can be collected that is as nearly identical in content and consistency as possible to that of the entire flow of wastewater being sampled. For categorical users, this point shall be at the end of each regulated process, and for all other users shall be determined on a case-by-case basis.
80. Resource Conservation and Recovery Act (RCRA). The RCRA Act of 1976 (42 U.S.A. 6901, et seq.) to implement the conservation and recovery of used or spent resources and as amended.
81. Routine Sampling. Any sampling conducted by the IRWD to verify compliance of a user's discharge to sewerage facilities. Sampling may consist of either grab or composite samples or a combination of both.
82. Sampling Equipment. Equipment or structure provided at the user's sole expense for the IRWD or the user to measure and record wastewater constituents, collection of samples or provide access to plug or terminate the discharge.
83. Scum. Any layer of matter or combination of air and matter that forms on or rises to the surface of a liquid or body of water.
84. Sewage. Wastewater.
85. Sewerage Facilities. Any and all systems used for collecting, conveying, pumping, reclamation, recycling, reuse, storage, transportation, treatment or disposal of sewage, industrial waste of a liquid nature, wastewater, sludge or biosolids that are owned and/or operated by the IRWD, SOCWA or other public agency and which discharge wastewater to systems operated by SOCWA. This definition includes, but is not limited to, publicly owned treatment works (POTW's) as defined by Section 212 of the Act (33 U.S.C. Section 1292), public sewers, trunk lines, sewer mains, wet wells, treatments plants and ocean outfalls which are owned by the IRWD and discharge wastewater to systems operated by SOCWA, or are owned by SOCWA.

86. Shall. Mandatory.
87. Significant Industrial User (SIU). A user as defined by 40 CFR 403, except as provided in paragraphs c and d of this definition, which includes the following:
- a. An industrial users subject to categorical pretreatment standards; or
 - b. An industrial user that: discharges an average of twenty-five (25,000) gallons per day or more of process wastewater to the IRWD or SOCWA (excluding sanitary, noncontact cooling water, and boiler blowdown wastewater); contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of IRWD's or SOCWA's sewerage facilities; or is designated as such by the IRWD on the basis that the industrial user has a reasonable potential for adversely affecting the IRWD's or SOCWA's operation or for violating any pretreatment standard or requirement.
 - c. The IRWD may determine that an industrial user subject to categorical pretreatment standards is a Non-Significant Categorical Industrial User (NSCIU) rather than a Significant Industrial User on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
 - i. The industrial user, prior to IRWD's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - ii. The industrial user annually submits the certification statement required in 40 CFR 403.12(q) together with any additional information necessary to support the certification statement; and
 - iii. The industrial user never discharges any untreated concentrated wastewater.
 - d. Upon a finding that an industrial user meeting the criteria in paragraph b above of this definition has no reasonable potential for adversely affecting IRWD's operation or for violating any pretreatment standard or requirement, IRWD may at any time, on its own initiative or in response to a petition received from a industrial user, and in accordance with 40 CFR 403.8(f)(6), determine that such industrial user should not be considered a significant industrial user.
88. Significant Non-Compliance. A violation by a SIU (or any IU which violates paragraphs c, d or h of this definition) as described in 40CFR 403.8(f)(2)(viii)(A-H) which meets one or more of the following criteria:
- a. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as described in 40 CFR 403.3(l);
 - b. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standards or requirement including instantaneous limits, as described in 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
 - c. Any other violation of a pretreatment standard or requirement as defined in 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that IRWD determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of IRWD or SOCWA personnel or the general public;
 - d. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the IRWD's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;

- e. Failure to meet, within ninety (90) days after the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit, other control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
 - f. Failure to provide within forty-five (45) days after the due date, required reports, including, but not limited to baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports and reports on compliance with compliance schedules;
 - g. Failure to accurately report noncompliance;
 - h. Any other violation or group of violations, which may include a violation of Best Management Practices, which IRWD determines will adversely affect the operation or implementation of the local pretreatment program.
89. Sludge. Any solid, semi-solid or liquid decant, subnate, or supernate from an industrial manufacturing process, utility service or pretreatment equipment.
 90. Slug Discharge. A discharge that may exceed the standards and prohibitions contained in Article 5 of this ordinance and significantly exceeds the usual industrial flow or pollutants loading, either mass or concentration.
 91. Solvent. Any substance that is used to dissolve another substance in it.
 92. South Orange County Wastewater Authority. The Joint Powers Authority (JPA) which is formed by the participating MAs. The MAs individually and/or collectively use SOCWA's sewerage facilities. SOCWA is the holder of the NPDES permits, which states the pretreatment and waste discharge requirements for the sewerage facilities.
 93. Spent Solutions. Any concentrated industrial wastewater.
 94. Spill Containment. Any protection equipment provided and installed at the user's sole expense to prohibit the discharge of non-compatible wastes to sewerage facilities.
 95. Standard Methods. Procedures described in the current edition of Standard Methods for the Examination of Water and Wastewater, as published jointly by the American Public Health Association, the American Water Works Association and the Water Environment Federation.
 96. Stormwater. Any flow occurring during or following any form of natural precipitation, including snowmelt, which runs off, or travels over the ground surface to a drainage area or channel.
 97. Street Drainage. Water resulting from surface runoff generated by rainwater, stormwater or other sources.
 98. Subsurface Drainage. A method of draining that is situated under the ground (e.g., leachate control system).
 99. Surface Runoff. Runoff other than that which is caused by rainfall, stormwater, or street drainage (e.g., car wash runoff, washdown runoff) originating from a user.
 100. Total Organic Carbon (TOC). The measure of total organic carbon in domestic or other wastewater as determined by the appropriate testing procedure.
 101. Total Suspended Solids. Any insoluble material contained as a component of wastewater and capable of separation from the liquid portion by laboratory filtration as determined by the appropriate testing procedures and expressed in terms of milligrams per liter (mg/L).
 102. Toxic Pollutant. Any pollutant or combination of pollutants listed as toxic by the EPA under the provisions of Section 307(a) of the Act or other acts or that can harm human health, aquatic life or the biological treatment processes.

103. Unpolluted Water. Water to which no constituent has been added either intentionally or accidentally.
104. Upset. Any upset that meets the criteria as described in 40 CFR 403.
105. User. Any person or entity which discharges or causes a discharge of wastewater to a sewerage facility, as defined by EPA regulations. May be interchangeable with discharger, indirect discharger, industrial user, permittee or person.
106. Volatile. Natural (plant or animal origin) or synthetic substances that is capable of being evaporated or changed to vapor at relatively low temperatures.
107. Waste. Sewage and any other waste substances, liquid, solid, gaseous or radioactive.
108. Waste Manifest. A receipt which is retained by the generator of hazardous wastes as required by the State or the United States Government pursuant to RCRA or the California Hazardous Materials Act or that receipt which is retained by the generator for recyclable wastes or liquid non-hazardous wastes as required by the IRWD.
109. Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing, and institutions, whether treated or untreated, which are discharged or permitted to enter sewerage facilities.
110. Wastewater Constituents and Characteristics. The individual chemical, physical, bacteriological, radiological, volume, flow rate and such other parameters that serve to define, classify or measure the quality and quantity of wastewater.
111. Wastewater Discharge (WD) Permit. The form of authorization from the IRWD issued to an industrial user for the discharge of wastewater. This wastewater discharge permit sets forth the limits and conditions under which the industrial user shall be able to discharge wastewater into sewerage facilities.

203 ABBREVIATIONS

A. The following abbreviations shall have the designated meanings:

1. BAT: Best Available Technology
2. BMP: Best Management Practice
3. BMR: Baseline Monitoring Report
4. BOD: Biochemical Oxygen Demand
5. BPT: Best Practicable Technology
6. CA: Control Authority
7. CAR: Company Authorized Representative
8. CFR: Code of Federal Regulation
9. CIU: Categorical Industrial Use
10. COD: Chemical Oxygen Demand
11. CWF: Combined Wastestream Formula
12. DO: Dissolved Oxygen
13. EPA: Environmental Protection Agency
14. ERP: Enforcement Response Plan
15. FOG: Fats, Oils and Grease
16. FROG: Fats, Roots, Oil and Grease
17. gpd: Gallons per Day
18. gpm: Gallons per Minute
19. IU: Industrial User
20. IRWD: Irvine Ranch Water District
21. lb/day: Pounds Per Day
22. JPA: Joint Powers Authority
23. LEL: Lower Explosive Limit
24. MA: Member Agency

25.	<u>MGD:</u>	Million Gallons Per Day	
26.	<u>MSDS:</u>	Material Safety Data Sheet	
27.	<u>NAICS:</u>	North America Industry Classification System	
28.	<u>NPDES:</u>	National Pollutant Discharge Elimination System	
29.	<u>NSCIU:</u>	Non-Significant Categorical Industrial User	
30.	<u>O&G:</u>	Oil and Grease	
31.	<u>PCBs:</u>	Polychlorinated Biphenyls	
32.	<u>POTW:</u>	Publicly Owned Treatment Works	
33.	<u>PSES:</u>	Pretreatment Standards for Existing Sources	
34.	<u>PSNS:</u>	Pretreatment Standards for New Sources	
35.	<u>RCRA:</u>	Resource Conservation and Recovery Act	
36.	<u>RWQCB:</u>	Regional Water Quality Control Board	
37.	<u>SOCWA:</u>	South Orange County Wastewater Authority	
38.	<u>SIU:</u>	Significant Industrial User	
39.	<u>SNC:</u>	Significant Non-Compliance	
40.	<u>SWRCB:</u>	State Water Resources Control Board	
41.	<u>TDS:</u>	Total Dissolved Solids	
42.	<u>TOC:</u>	Total Organic Carbon	
43.	<u>TOMP:</u>	Toxic Organic Management Plan	
44.	<u>TRC:</u>	Technical Review Criteria	
45.	<u>TSS:</u>	Total Suspended Solids	
46.	<u>TTO:</u>	Total Toxic Organics	
47.	<u>U.S.C.:</u>	United States Code	
48.	<u>mg/L:</u>	Milligrams per Liter	(0.001)
49.	<u>ug/L:</u>	Microgram per Liter	(0.000001)
50.	<u>ng/L:</u>	Nanograms per Liter	(0.000000001)
51.	<u>pg/L:</u>	Picograms per Liter	(0.000000000001)

**ARTICLE 3
AUTHORITIES AND POWERS**

301 AUTHORITY

- A. The IRWD is regulated by Agencies of the United States Federal Government and the State under provisions of federal and state law. Federal law requires SOCWA and the IRWD and the state grants the IRWD the authority to regulate and/or prohibit by adoption of ordinances, resolutions, and issuance of wastewater discharge permits or other control mechanisms, the discharge of any waste, directly or indirectly, to SOCWA's or the IRWD's sewerage facilities. That authority includes, but is not limited to, the right to establish local limits, conditions, prohibitions, flow rates, prohibit flows discharged to the IRWD's sewerage facilities, and enforce federal, state and local requirements. This may require the implementation of compliance schedules for the installation of flow monitoring equipment by users and for the IRWD to take all actions necessary to enforce its authority, whether within or outside IRWD's service area, including those users to whom this Ordinance is applicable as specified in Section 105.
- B. The IRWD has the authority under California Health and Safety Codes 5471 and 5474 to prescribe, revise, and collect all regulatory fees and to charge for services and sewerage facilities furnished by the IRWD and/or SOCWA either within or without its service area.
- C. Administration and enforcement of the pretreatment program may be carried out on a daily basis by any individual and/or combination of IRWD personnel as granted by an interjurisdictional agreement under the oversight of SOCWA. However, SOCWA retains the authority to assume, at any time, administrative and enforcement powers of the pretreatment program requirements within the IRWD jurisdiction.
- D. The IRWD shall have the authority to seek compliance with 40 CFR 403, its NPDES permit and the provisions of this ordinance by, but not limited to, the following:
 - 1. Issue WD permits.
 - 2. Require the installation of pretreatment equipment.
 - 3. Require the installation of monitoring and/or sampling equipment and/or structures.
 - 4. Require self-monitoring and reporting of the user's discharge.
 - 5. Require the implementation of spill containment plans.

302 DELEGATION OF AUTHORITY

Whenever any authority or power is granted to or a duty imposed upon the General Manager, that authority or power may be exercised or that duty may be performed by a person authorized by the General Manager.

303 ENFORCEMENT POWERS

- A. Enforcement action against a user for being in non-compliance with the provision of this ordinance may include, but is not limited to, the following:
 - 1. Issuing a Warning Notice of Non-compliance letter.
 - 2. Issuing a notice of non-compliance (NON) form.
 - 3. Issuing a notice of violation (NOV) form.
 - 4. Issuing an administrative order (AO) which may also include, but are not limited to, the following:
 - a. Probation Order (PO)
 - b. Show Cause Order (SCO)

c. Cease and Desist Order (CDO)

5. Petition the courts for injunction or civil penalties.

6. Signing criminal complaints.

7. Suspension or revocation of an issued wastewater discharge permit or other control mechanism.

8. Termination of services.

9. Administrative complaints.

B. The issuance of an enforcement action shall not be a bar against, or a prerequisite for, taking any other enforcement action against the user.

**ARTICLE 4
ADMINISTRATION**

401 IRVINE RANCH WATER DISTRICT (IRWD)

- A. The IRWD may implement pretreatment and source control programs in accordance with federal, state, and SOCWA regulations, the provisions of this ordinance, and any interjurisdictional agreements.
- B. If the IRWD desires to perform its own pretreatment and source control program, it shall do so pursuant to the interjurisdictional agreement with SOCWA, under the oversight of SOCWA.
- C. The IRWD, when operating its own pretreatment and source control program, shall keep SOCWA apprised of all activities on a regular and consistent basis. This may be accomplished by, but not limited to, correspondence, meetings and submittal of periodic reports.
- D. The IRWD shall have the authority to use fees and charges provided for within this ordinance when a user is in non-compliance.
- E. The IRWD shall provide SOCWA any and all information and submittals by users for review and central filing.
- F. The IRWD, which may operate its own sewerage facilities, shall coordinate with SOCWA the establishment of technically based local limits. These limits shall be established in accordance with section 402 H. of this ordinance. These limits are to ensure that any user's effluent that is discharged to sewerage facilities does not cause, but is not limited to, the following:
 - 1. Upset, pass through or interference of the biological treatment process.
 - 2. Upset, pass through or interference of the sludge digestion process.
 - 3. Reclaimed or recycled water or generated biosolids to be unable to meet regulatory standards for beneficial reuse or unlimited distribution as defined by regulatory agencies.
 - 4. Violation of any IRWD or SOCWA NPDES permit limitations.
 - 5. Pass-through or interference causing the IRWD or SOCWA to violate any discharge limits of the SOCWA Ocean Outfalls.

402 SOCWA

- A. SOCWA has the authority to implement pretreatment and source control programs in accordance with federal and state regulations and the provisions of this ordinance, SOCWA's pretreatment and source control ordinance and interjurisdictional agreements with the MAs.
- B. SOCWA has the authority to approve all forms used in the pretreatment and source control program.
- C. SOCWA has the authority to, at any time, assume administration and enforcement of this ordinance within the service area of the IRWD.
- D. SOCWA has the authority to locate and terminate any non-compliant discharge that is not discontinued, upon notification that a non-compliant discharge is occurring.
- E. SOCWA has the authority to review all applications, wastewater discharge permits, other control mechanisms and any enforcement actions that have been taken.
- F. SOCWA has the authority to review all ordinances pertaining to pretreatment and source control programs before adoption or implementation by the IRWD.
- G. SOCWA has the authority to audit the IRWD when performing its own pretreatment and source control program.

- H. SOCWA shall oversee the establishment of technically based local limits for the IRWD. A review of the local limits may be conducted every five years or in conjunction with the renewal of SOCWA's NPDES Permits.

403 PROGRAM ENFORCEMENT

- A. The IRWD shall have first priority to enforce the regulations contained within this ordinance in accordance with, but not limited to, the following:
 - 1. SOCWA shall conduct the pretreatment and source control program for the IRWD unless otherwise directed by the interjurisdictional agreement with the IRWD.
 - 2. When the IRWD is performing its own program it shall inform SOCWA of all program activity.
 - 3. The IRWD when performing its own program shall conduct routine sampling of permitted users for constituents the industry must sample and analyze for as part of their self-monitoring program, and inform SOCWA of such activity.

404 APPLICATIONS

All applications for wastewater discharge permits may be reviewed by the IRWD and SOCWA.

405 WASTEWATER DISCHARGE (WD) PERMITS

- A. All proposed WD Permits may be reviewed by the IRWD and SOCWA before being issued to the user.
- B. All issued WD Permits shall be signed, identified and/or numbered by the IRWD or SOCWA.

406 INSPECTIONS, MONITORING, AND ENFORCEMENT

- A. SOCWA shall be notified by the IRWD when inspecting, monitoring, or enforcement activities will or have already occurred. This may be done by, but not limited to, the following:
 - 1. Phone contact or correspondence.
 - 2. Submittal of written schedule reports or status reports.
- B. Emergency enforcement actions by the IRWD shall be reported to SOCWA by phone within twenty-four (24) hours during weekdays and within seventy-two (72) hours during weekends, and by written report within five (5) days of their notice to the user.

407 FUNDING

- A. Upon review by SOCWA, the IRWD may establish a schedule of wastewater discharge permit application fees, annual fees, sample analysis charges, and any other fees or charges required to recover reasonable costs of implementing a pretreatment and source control program.
- B. Costs incurred by the IRWD for its pretreatment activity may be collected by, but not limited to invoicing directly to the industrial user.

408 APPEALS

- A. The IRWD shall have first priority to handle appeals in accordance with the provisions of this ordinance.
 - 1. Appeals on staff action shall be directed to the General Manager.
 - 2. Appeals on the General Manager action shall be directed to the Board.
 - 3. Actions by the Board shall be final.
- B. SOCWA shall have the authority to handle appeals where the IRWD has no jurisdiction, or fails to enforce against a user in accordance with the provision of this ordinance or the interjurisdictional agreements.

**ARTICLE 5
GENERAL DISCHARGE PROHIBITIONS AND LIMITATIONS**

501 PROHIBITED DISCHARGES

- A. These prohibitions apply to all users of sewerage facilities whether or not they are subject to categorical pretreatment standards or any other national, State or local pretreatment standards or requirement.
- B. No user shall discharge directly or indirectly a quality or quantity of wastes, solids, viscous substances, wastewater or pollutants to sewerage facilities, either alone or by interaction with other substances, which cause or will cause:
 - 1. Obstruction of flow.
 - 2. Pass through or interference.
 - 3. Inhibition of biological activity.
 - 4. The final effluent to fail a toxicity test.
 - 5. Corrosive or physical structural damage to sewerage facilities.
 - 6. Danger to life and/or safety of any person.
 - 7. Impairment of the effective maintenance or operation of any sewerage facility.
 - 8. A fire or explosion hazard based upon a closed cup flashpoint of less than 140 degrees Fahrenheit (60°C) using the test method specified in 40 CFR 261.21.
 - 9. The presence of toxic gases, vapors, fumes, or poisonous, noxious or malodorous gas producing substances that may cause acute worker health and safety problems.
 - 10. Any product of any sewerage facility including, but not limited to the final effluent, biosolids, residue, sludge, or scum to be unsuitable for reclamation, reuse, or disposal.
 - 11. Discoloration or any other condition which affects the quality of the final effluent in such a manner that discharge requirements established by regulatory agencies cannot be met.
 - 12. Conditions which violate any statute, rule, regulation, or ordinance of any public agency or regulatory agency having jurisdiction over the discharge of wastewater through sewerage facilities.
 - 13. The discharge of petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, which cause interference or pass through.

502 PROHIBITION ON DILUTION

Except where expressly authorized to do so by an applicable standard, no user shall discharge directly or indirectly to sewerage facilities an increase in the use of water to attempt to dilute a waste being discharged, as a partial or complete substitute for treatment to achieve compliance with this ordinance, a wastewater discharge permit, other control mechanism or to establish an artificially high flow rate for mass emission rates.

503 PROHIBITION ON BIOHAZARDOUS WASTE

No user shall discharge directly or indirectly to sewerage facilities a biohazardous waste without rendering it non-biohazardous prior to discharge if the biohazardous waste is deemed to pose a threat to public health and safety or will result in any violation of applicable waste discharge requirements.

504 PROHIBITION ON TOXIC OR HAZARDOUS WASTE

No user shall discharge directly or indirectly to sewerage facilities, any substance that is defined as a toxic or hazardous waste by regulatory agencies, except those wastes which meet the requirements of 40 CFR 403.

505 PROHIBITION ON WARFARE AGENTS

No user shall discharge directly or indirectly to sewerage facilities any radiological, chemical, or biological warfare agent.

506 LIMITATIONS ON DISPOSAL OF SPENT SOLUTIONS AND SLUDGES

- A. Any spent solutions, sludges, and/or other wastes generated by the user that are a hazardous waste and not treated on site shall be hauled by a registered hazardous waste transporter. The user shall complete and maintain a hazardous waste manifest that documents the removal and transport of the waste.
- B. All hazardous waste manifests shall be retained for a minimum of three (3) years and shall be made available to the IRWD upon request. The IRWD may require a longer period of retention if litigation is being considered.
- C. No user shall batch dump to sewerage facilities without written approval from the IRWD.

507 LIMITATIONS ON THE USE OF GRINDERS

Wastes from industrial or commercial grinders shall not be discharged into a sewerage facility, except wastes generated in packing or preparing food or food products on a case by case bases as approved by the IRWD. Such grinders must shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the sewerage facilities.

508 LIMITATIONS ON RAINWATER, STORMWATER, AND STREET DRAINAGE

No user shall discharge or cause to be discharged directly or indirectly into sewerage facilities any rainwater, stormwater, or street drainage that exceeds the first one-tenth (1/10) of an inch of precipitation from any storm event.

509 LIMITATIONS ON GROUNDWATER AND SUBSURFACE DRAINAGE

- A. Groundwater and subsurface drainage shall not be discharged directly or indirectly to sewerage facilities except as provided herein.
- B. The IRWD may approve the discharge of such water, by wastewater discharge permit or other control mechanism only, when no alternate method of disposal is reasonably available or to mitigate an environmental risk or health hazard.
- C. The discharge of such water shall require the following:
 - 1. A Class IV Special Wastewater Discharge Permit or other control mechanism issued by the IRWD, and
 - 2. Documentation from the user or user's consultant that all other alternate methods of disposal have been exhausted, and
 - 3. User shall pay all applicable fees and charges and shall meet any other conditions as required by the IRWD.

510 LIMITATIONS ON TRUCKED OR HAULED WASTES

- A. No user shall discharge trucked or hauled wastes directly or indirectly to sewerage facilities without written approval from the IRWD and SOCWA. Written approval may be in the form of an individual special wastewater discharge permit or other control mechanism.
- B. No user shall transport waste from one location to another for the purpose of treating or discharging it directly or indirectly to sewerage facilities without written approval from the IRWD and SOCWA. Written approval may be in the form of an individual special wastewater discharge permit or other control mechanism.

511 LIMITATIONS ON POINT OF DISCHARGE

No user shall discharge any wastewater directly or indirectly into a manhole or other opening in a sewerage facility other than through an approved building sewer unless approved in writing by the IRWD.

512 LIMITATIONS ON RADIOACTIVE WASTES

- A. No user shall discharge directly or indirectly to sewerage facilities any radioactive waste except as provided herein:
 - 1. When the user is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials, and
 - 2. When the waste is discharged in strict conformity with current California Radiation Control Regulations (Cal. Adm. Code Title 17) for safe disposal, and
 - 3. When the user is in compliance with all other rules and regulations of all other applicable regulatory agencies.

513 LIMITATION ON UNPOLLUTED WATER

- A. Unpolluted water such as deionized, steam waste, distilled, single pass cooling water in excess of laboratory usage, blow-down or bleed water from cooling towers, or other evaporating coolers, or commercial swimming pool water drainage shall not be discharged directly or indirectly to sewerage facilities except as provided herein.
- B. The IRWD may approve the discharge of such water when no alternate method of disposal or reuse is reasonably available or there is need to mediate an environmental risk or health hazard.
- C. The discharge of such water shall require the following:
 - 1. A Class IV Special Wastewater Discharge Permit or other control mechanism, and
 - 2. Documentation from the user or user's consultant that all other alternate methods of disposal have been exhausted, and
 - 3. User shall pay all applicable fees and charges and shall meet any other conditions as required by the IRWD.

514 MASS EMISSION LIMIT DETERMINATION

- A. Mass emission limits for non-compatible and compatible wastes that are present or anticipated in the user's wastewater discharge may be set for each user and made an applicable part of each user's wastewater discharge permit or other control mechanism. These limits shall be based on Table I, local limits or national pretreatment standards and the user's average daily wastewater discharge for the past three (3) years, the most recent representative data, or other data acceptable by the IRWD.
- B. To verify the user's operating data, the user may be required to submit an inventory of all wastewater streams and production data.
- C. The IRWD may revise local limit concentration limits or mass emission limits previously established in the

user's wastewater discharge permit or other control mechanism at any time, based on current and/or anticipated operating data, the ability to meet NPDES Limits, and/or changes in the requirements of regulatory agencies.

- D. The increased use of water to establish an artificially high flow rate data base for mass emission limit determinations is prohibited.

515 WASTEWATER STRENGTHS AND CHARACTERISTICS

- A. No user shall discharge wastewater directly or indirectly to sewerage facilities with the following strengths and characteristics:
 - 1. Having a temperature higher than 140 degrees Fahrenheit (60 degrees Centigrade) or which causes the temperature at the influent to a wastewater treatment plant to exceed 104 degrees Fahrenheit (40 degrees Centigrade).
 - 2. Containing substances that may precipitate, solidify, or become viscous at temperatures between 50 degrees Fahrenheit (10 degrees Centigrade) and 104 degrees Fahrenheit (40 degrees Centigrade).
 - 3. Containing materials which will readily settle or cause an obstruction to flow in sewerage facilities or be detrimental to the proper operation of a sewerage facility. These materials may include, but are not limited to, asphalt, concrete, dead animals, offal ashes, sand, mud, straw, industrial process shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, bones, hair, coffee grounds, egg shells, flashings, diatomaceous earth, seafood shells, and paper products not intended for use in sewerage facilities.
 - 4. Producing a gaseous mixture that is ten percent (10%) or greater of the lower explosive limit (LEL). Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, ketones, and alcohols.
 - 5. Having a pH less than 5.0 or greater than 11.0.
 - 6. Containing recognizable portions of human or animal anatomy.
 - 7. Containing excessive flow, constituents or other materials, including but not limited to, biological oxygen demand, chemical oxygen demand, total organic carbon, toxic pollutants, suspended solids, grease and oil of animal or vegetable origin total dissolved solids, detergents, surface active agents, phenolic compounds or other substances that are released in a discharge at a flow rate and/or concentration which will cause problems, pass-through or interference with sewerage facilities.
 - 8. Containing PCBs in excess of 0.01 mg/L as a daily maximum.
 - 9. Containing pesticides in excess of 0.01 mg/L as a daily maximum.
 - 10. Violation of any applicable national pretreatment standards, state standards, or other local regulations covering wastewater disposal.

516 SPECIFIC LOCAL LIMITS

- A. IRWD in coordination with SOCWA is authorized to establish local limits pursuant to 40 CFR 403.
- B. No user shall discharge directly or indirectly a quality or quantity of wastes or wastewater containing toxic pollutants, non-compatible or compatible wastes in excess of Table I, Specific Local Limits. All local limits for the metal pollutants are for the "total metal" amount analyzed, unless indicated otherwise.

Table I
Specific Local Limits

Pollutant	Limit (mg/L)
Arsenic	3.4
Cadmium	0.93
Chromium	4.9
Copper	7.2
Lead	4.9
Mercury	0.19
Nickel	9.5
Silver	2.8
Zinc	7.9
Cyanide	4.3
Oil and Grease	300

- C. Local limits are subject to more stringent standards as established by national pretreatment standards. Local limits are deemed to be pretreatment standards for the purposes of Section 307(d) of the Act, and are enforceable under Section 309 of the Act, potentially subjecting an IU to a penalty of \$25,000 per day for each violation.
- D. The IRWD may place more stringent standards within any wastewater discharge permit or other control mechanism issued to a user at any time, based on current and/or anticipated operating conditions presented in the wastewater discharge permit application, the ability to meet NPDES permit limits, and/or changes in the requirements of regulatory agencies.
- E. The IRWD may develop Best Management Practices (BMPs) for use in any wastewater discharge permit or other control mechanism to implement local limits and the requirements in this ordinance.

517 STATE REQUIREMENTS

Upon the adoption of any state requirements on user discharges that are more stringent than federal requirements or the limitations contained in this ordinance, that state standard shall then immediately supersede the federal standard and the limitations of this ordinance.

518 FEDERAL REQUIREMENTS

- A. Upon adoption of a national pretreatment standard more stringent than those contained in this ordinance, the federal standard shall immediately supersede the limitations listed in this ordinance and the affected significant industrial users shall be notified of the new standards and applicable reporting requirements.
- B. The significant industrial user shall comply with the national pretreatment standard within the time provided in the federal regulations that establish such standards even if their wastewater discharge permit has not yet been modified to incorporate the new requirement or standards.
- C. The significant industrial user shall comply with any applicable requirements under Sections 204(b) and 405 of the Act and Subtitles C and D of the RCRA.

**ARTICLE 6
WASTEWATER DISCHARGE PERMITS**

601 WRITTEN AUTHORIZATION

- A. Users may be required to obtain written authorization to use sewerage facilities. This written authorization may be in the form of a wastewater discharge permit or other control mechanism issued by the IRWD. No vested right shall be given or be granted by issuance of wastewater discharge permit or other control mechanism as provided for in this ordinance.
- B. When written authorization is granted, all the types of wastewater discharge permits and any other control mechanisms shall be expressly subject to all provisions of this ordinance and all other regulations, charges for use and fees established by the IRWD. The requirements contained in wastewater discharge permits or other control mechanisms are subject to enforcement under this ordinance and under state and federal law.
- C. All users that have obtained written authorization shall discharge their process wastewater only as provided for by their wastewater discharge permit or other control document.
- D. Compliance with wastewater discharge permit or other control mechanism provisions does not relieve the user from complying with any other applicable federal, state or local requirement.

602 TYPES OF WASTEWATER DISCHARGE PERMITS

- A. The wastewater discharge permit may be in one of four (4) types and is dependent upon process, volume and pollutant characteristics of the users discharge. The four types of wastewater discharge permits are:
 - 1. Class I – Wastewater Discharge (WD) Permit.
 - 2. Class II – Wastewater Discharge (WD) Permit.
 - 3. Class III – Wastewater Discharge (WD) Permit.
 - 4. Class IV – Special Wastewater Discharge (SWD) Permit.

603 TRANSFER PROHIBITION

Wastewater discharge permits issued under this ordinance are for a specific user, for a specific operation at a specific location. Wastewater discharge permits shall not be transferred for an operation at a different location.

604 CHANGE OF OWNERSHIP

- A. Upon the sale or transfer of ownership of any business operating under a wastewater discharge permit issued by the IRWD, the user shall notify the IRWD in writing prior to the change of ownership. The successor owner shall be required to apply for a new wastewater discharge permit prior to the sale or transfer of ownership.
- B. In the event that the original owner fails to notify the IRWD of the sale or transfer of ownership than said original owner may be jointly liable for any charges incurred by the new owner.
- C. This does not relieve the new owner of any liability for non-compliance with any federal, state, or local regulations or the provisions of this ordinance.

605 EXCESS CAPACITY REGULATORY FEE

New users or existing users that expand operations that require substantial sewerage facility capacity may be subject to an excess capacity sewerage facility regulatory fee in an amount and method to be solely determined by the IRWD on a case-by-case basis.

606 OUT OF SERVICE AREA WASTEWATER DISCHARGE PERMITS

Wastewater discharge permits for users located outside of the IRWD's service area but tributary to the IRWD's sewerage facilities shall only be issued after approval by the IRWD. Inspection and sampling of the user's discharge to determine compliance with discharge regulations will be made under a coordinated plan developed by SOCWA, the IRWD and the local sewerage agency. The more stringent discharge regulations and effluent limitations of affected agencies shall apply to the user. The fees for use shall be determined by the IRWD and set forth in an interjurisdictional agreement.

607 REQUIRED INFORMATION

- A. To provide for the equitable use of sewerage facilities, the IRWD shall have the right to require a user to provide all information necessary to maintain compliance with the provisions of this ordinance, including treatability studies to determine whether the wastewater would be compatible with all sewerage facilities. This information shall include, but is not limited to the following:
1. Wastewater discharge flow rates, peak flow rates and volume over any period of time.
 2. Physical, chemical or bacteriological analysis of wastewater.
 3. Information on raw materials, processes and products.
 4. Quantity, disposition and waste manifests of specific liquids, sludge, oil, solvent or other materials.
 5. Details of any pretreatment equipment.
 6. Details of systems to prevent and control the loss of material through spills and slug discharges.
 7. Review of all types of water bills.

608 CONFIDENTIAL INFORMATION

All user information and data on file shall be available to the public and governmental agencies without restriction, unless the user specifically requests and is able to demonstrate to the satisfaction of the IRWD that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position. The demonstration of the need for confidentiality made by the user must meet the burden necessary for withholding such information from the general public under applicable state and federal law. Any such claim must be made at the time of submittal of the information by marking "Confidential Business Information" on each page containing such information within the submittal. Information which is demonstrated to be confidential shall not be transmitted to any governmental agency without prior notification to the user. Information concerning wastewater quality and quantity shall not be recognized as confidential information and shall be available to the public without reservation.

609 CLASS I – WASTEWATER DISCHARGE (WD) PERMIT

No user requiring a Class I WD Permit shall discharge wastewater without obtaining a Class I WD Permit. A Class I user, as determined by the IRWD, proposing to discharge directly or indirectly into a sewerage facility shall obtain a WD Permit by filing an application and paying any applicable fees before discharging.

610 CLASS II – WASTEWATER DISCHARGE (WD) PERMIT

No user requiring a Class II WD Permit shall discharge wastewater without obtaining a Class II WD Permit. A Class II user, as determined by the IRWD, proposing to discharge directly or indirectly into a sewerage facility shall obtain a WD Permit by filing an application and paying any applicable fees before discharging.

611 CLASS III – WASTEWATER DISCHARGE (WD) PERMIT

No user requiring a Class III WD Permit shall discharge wastewater without obtaining a Class III WD Permit. A Class III user, as determined by the IRWD, proposing to discharge directly or indirectly into a sewerage facility shall obtain a WD Permit by filing an application and paying any applicable fees before discharging.

612 CLASS IV – SPECIAL WASTEWATER DISCHARGE (SWD) PERMIT

- A. No user requiring a Class IV SWD Permit shall discharge wastewater without obtaining a Class IV SWD Permit. A Class IV user, as determined by the IRWD, proposing to discharge directly or indirectly into a sewerage facility shall obtain a SWD Permit by filing an application and paying any applicable fees before discharging.
- B. The SWD Permit may be issued when no alternative method of disposal is reasonably available or to mitigate an environmental risk or health hazard.
- C. A user proposing to discharge diverted urban nuisance water may be issued a nuisance special wastewater discharge (NSWD) Permit only after they have completed the requirements contained in the IRWD and SOCWA "Nuisance Flow Diversion Policy."
- D. A user proposing to discharge trucked or hauled wastes may be issued a hauled special wastewater discharge (HSWD) Permit only after they have completed all requirements set forth by the IRWD on a case by case basis. All trucked or hauled waste users shall comply with the terms, conditions and limitation set forth in a HSWD Permit as determined by the IRWD to be necessary to protect sewerage facilities. A trucked or hauled waste user proposing to discharge waste into a IRWD or SOCWA sewerage facility may be required to obtain both a valid Orange County Health Department permit (where applicable) and a HSWD Permit prior to any discharge.

613 NON-INDUSTRIAL WASTEWATER DISCHARGE (NIWD) FORM

- A. At the sole discretion of the IRWD, any user that is considered to have wastewater of no concern discharging to sewerage facilities may be classified as an NIWD user and issued an NIWD form.
- B. Any user that has had a Class I, II, or III WD Permit that no longer has a discharge containing noncompatible wastes to the IRWD's sewerage facilities may be classified as an NIWD user and issued an NIWD form.
- C. The main functions of the NIWD form are to assist in maintaining the IRWD's user survey data base and to track and verify by inspection any user that is considered to have wastewater of no concern discharging to sewerage facilities.

614 APPLICATION FOR WASTEWATER DISCHARGE PERMIT

- A. Users required to obtain a WD Permit shall complete and file with the IRWD, prior to commencing discharge, if applicable, an application on a form prescribed by the IRWD.
- B. Users seeking a WD Permit may be required to submit, in unit and terms appropriate for evaluation, the following information:
 - 1. Name, address of the site, NAICS numbers (if applicable), and a description of the manufacturing process or service activity.
 - 2. Name, address of any and all, (whichever is applicable) principals/owners/major share holders of company; articles of incorporation; most recent report of the Secretary of State and business license.
 - 3. Flow, volume, time, duration and type of wastewater to be discharged.
 - 4. Name, address and contact information of the individual who shall serve as the CAR.

5. Name and address of property owner, landlord and/or manager of the property.
 6. Water supplier and water account numbers.
 7. Wastewater constituents and characteristics as required or deemed necessary by the IRWD, including but not limited to, those mentioned in this ordinance. These constituents and characteristics shall be determined by a laboratory of the discharger approved by the IRWD.
 8. Number of employees and average hours of work per employee per day.
 9. Waste minimization, best management practices and water conservation practices.
 10. All production records, if applicable.
 11. Waste manifests, if applicable.
 12. Tons of cooling tower capacity, if applicable.
 13. List of other environmental control permits and EPA Hazardous Waste Generator number, if applicable.
 14. Application signed by CAR of the user and contains the certification statement in Section 802.E
 15. Any other information as specified.
- C. Users may be required to submit site floor, mechanical, plumbing, toxic organic management, and spill containment plans for evaluation.
- D. After evaluation of the data furnished, the IRWD may issue a WD Permit, a NIWD Form or other control mechanism subject to the terms and conditions set forth in this ordinance and as otherwise determined by the General Manager to be necessary to protect sewerage facilities.
- E. The WD Permit application may be denied if the user fails to establish to IRWD's satisfaction that adequate pretreatment equipment is included within the user's plans to ensure that the discharge limits will be met or if the user has, in the past demonstrated an inability to comply with applicable discharge limits or has in the past demonstrated an inability to keep current with invoices for the items such as WD Permit fees, noncompliance fees, civil penalties, administrative civil penalties or charge for use.

615 APPLICATION FOR SPECIAL WASTEWATER DISCHARGE PERMIT

- A. Users required to obtain a SWD Permit shall complete and file with the IRWD, prior to commencing discharge, if applicable, an application on a form prescribed by the IRWD.
- B. Users seeking a SWD Permit may be required to submit, in unit and terms appropriate for evaluation, the following information:
1. Name, address and a description of the wastewater to be discharged.
 2. Name, address and contact information of the individual who shall serve as the CAR.
 3. Volume, time and duration of wastewater to be discharged.
 4. Construction and plumbing plans, if applicable.
 5. Detailed analysis of the alternatives for wastewater disposal, if applicable.
 6. Wastewater constituents and characteristics as required or deemed necessary by the IRWD, including but not limited to, those mentioned in this ordinance. These constituents and characteristics shall be determined by a laboratory selected by the user acceptable to the IRWD.

7. Any other data as specified.

- C. Users may be required to submit site, mechanical, plumbing, toxic organic management, and spill containment plans for evaluation if applicable.
- D. After evaluation of the information furnished, IRWD may issue a SWD Permit or other control mechanism subject to the terms and conditions set forth in this ordinance and as otherwise determined by the General Manager to be necessary to protect sewerage facilities.
- E. In the case of diverted urban nuisance water, after evaluation of the information furnished, IRWD may issue a NSWD Permit, subject to the terms and conditions set forth in this ordinance and the "Nuisance Flow Diversion Policy" as otherwise determined by the General Manager to be necessary to protect sewerage facilities.
- F. The SWD Permit application may be denied if the user fails to establish to IRWD's satisfaction that adequate pretreatment equipment is included within the user's plans to ensure that the discharge limits will be met or if the user has, in the past demonstrated an inability to comply with applicable discharge limits or has in the past demonstrated an inability to keep current with invoices for items such as SWD Permit fees, non-compliance fees, civil penalties, administrative civil penalties or charges for use .

616 APPLICATION FOR NON-INDUSTRIAL WASTEWATER DISCHARGE (NIWD) FORM

- A. Users meeting the criteria for a NIWD form may be asked to complete and file with the IRWD an application on a form prescribed by the IRWD.
- B. Information on users that meet the criteria for a NIWD form may be obtained solely by the IRWD during site inspections or by other means.
- C. After evaluation of the data furnished by the user or from information collected solely by the IRWD an NIWD form may be issued.

617 WASTEWATER DISCHARGE PERMIT TERMS, CONDITIONS, AND LIMITATIONS

- A. All wastewater discharge permits shall be expressly subject to all terms, conditions, and limitations of this ordinance, other regulatory agencies, Best Management Practices, charge for use, and fees established by the IRWD. The terms, conditions, and limitations in a WD Permits are subject to enforcement by the IRWD in accordance with this ordinance, and applicable state and federal regulations. Any WD Permit violation shall be a violation of this ordinance.
- B. The terms, conditions, and limitations of any issued WD Permit may be subject to modification and changes by the IRWD during the life of the WD Permit based on:
 - 1. The discharger's current or anticipated operating data.
 - 2. The IRWD's current or anticipated operating data.
 - 3. Changes in the requirements of regulatory agencies.
- C. Users may request a modification to the terms, conditions, and limitations of an issued WD Permit. The request shall be in writing stating the requested change, and the reasons for the change. The IRWD shall review the request, make a determination and respond in writing. A request for a wastewater discharge permit modification does not relieve a user from complying with its existing WD Permit terms, conditions and limitations.
- D. Any changes to the terms, conditions or limitations in a WD Permit shall include a reasonable time schedule for compliance where allowed under applicable federal, state and local law.
- E. A WD Permit may contain any, but is not limited to, the following terms, conditions and limitations:
 - 1. Effluent limits, including mass emission rates, concentration limits or best management practices

based on applicable pretreatment standards for regulated pollutants.

2. Discharge limits based upon the combined wastestream formula (CWF).
3. Limits on rate and time of discharge or requirements for flow regulation and equalization.
4. Requirements for the user to make notification in writing prior to the physical expansion or any change to any wet processes. Notification is also required in the event of changes in production if production-based limits are being applied.
5. Requirements for the user to construct and maintain, at the user's own expense, pH control, flow monitoring and/or sampling equipment and/or structures.
6. Requirements for submission of technical reports, discharge reports and waste manifests.
7. Location of sampling point(s) and the requirements to self-monitor.
8. Requirements for maintaining plant records relating to wastewater discharge and waste manifests as specified by the IRWD.
9. Predetermined rates or values for wastewater strength characteristics.
10. Requirements to submit copies of water bills.
11. Other provisions which may be applicable to ensure compliance with this ordinance.
12. Other terms, conditions and limitations determined by the IRWD to be necessary to protect sewerage facilities.
13. Predetermined rate or value for BOD and suspended solids.
14. Requirements for notification of bypass discharges.
15. Requirements for notification of any new introduction of wastewater constituents or any substantial change in the volume or character of wastewater constituents.
16. Requirements to meet compliance schedules.
17. Requirements for the user to control slug discharges by developing and implementing a slug discharge control plan if determined by the IRWD to be necessary as described in 40 CFR 403.8(f)(1)(iii)(B)(6).
18. Requirements for the user to control toxic organic discharges by developing and implementing a toxic organics management plan if determined by the IRWD to be necessary.

618 WASTEWATER DISCHARGE PERMIT DURATION

All wastewater discharge permits shall not exceed a duration of five (5) years. Any wastewater discharge permit may be issued for a shorter period of time at the sole discretion of the IRWD.

619 WASTEWATER DISCHARGE PERMIT RENEWAL

- A. The user may file a new application prior to the expiration date of any existing wastewater discharge permit for renewal.
- B. Discharge after the termination date of a wastewater discharge permit is prohibited except:
 1. If the user filed a timely renewal application which is complete, and:
 2. The IRWD, through no fault of the user, does not issue a new wastewater discharge permit with an

effective date on or before the expiration date of the previous wastewater discharge permit.

620 IRWD's RIGHT OF REVISION

- A. The IRWD reserves the right to establish, by ordinance, or by wastewater discharge permit or by Best Management Practices, or by any other control mechanism, more stringent standards or requirements on the discharge of users to sewerage facilities
- B. The terms, conditions and limitations contained in any WD Permit, Best Management Practices or other control mechanism may be modified by the IRWD at any time. This modification shall be by written notification to the user.

ARTICLE 7
PRETREATMENT EQUIPMENT REQUIREMENTS

701 PRETREATMENT

- A. All pretreatment equipment or devices may be reviewed by the IRWD. Such review shall not absolve the user of any responsibility of meeting prohibitions, limitations, requirements, standards and local limits on discharges.
- B. User shall provide wastewater treatment as necessary which may include, but is not limited to, the use of best available technology (BAT) or best practicable technology (BPT) concepts to comply with this ordinance and shall achieve compliance with all prohibitions, limitations, standards and local limits before discharging to any sewerage facility. Any equipment required to pretreat, sample, control or transport wastewater shall be provided and maintained in proper operating condition at all times at the user's sole expense.
- C. User may be required to submit waste analysis plans, contingency plans, and meet other requirements to ensure proper operation of pretreatment equipment and compliance with their wastewater discharge permit limits and this ordinance.
- D. No user shall increase the use of water or in any other manner attempt to dilute a discharge as a partial or complete substitute for treatment to achieve compliance with this ordinance, a wastewater discharge permit or other control mechanism.

702 SPILL CONTAINMENT

- A. Each user shall provide spill containment for protection against the discharge of prohibited materials or other wastes regulated by this ordinance. This protection shall be designed in accordance with reasonable engineering standards to secure the discharges and to prevent them from entering into a sewerage facility. This equipment shall be provided and maintained at the user's sole expense.
- B. If it can be shown that a user's spill containment equipment did not prevent a discharge which caused the IRWD to violate its requirements, incur additional operational expenses, or suffer loss or damage to sewerage facilities, that user shall be responsible for any costs or expenses, including assessment by other agencies or any costs incurred by the IRWD.
- C. A notice may be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a prohibited discharge. Employers shall ensure that all employees who may cause or suffer such a prohibited discharge to occur are advised of the emergency notification procedure.

703 MONITORING AND METERING EQUIPMENT

- A. The user may be required to construct and maintain in proper operating condition at the user's sole expense, flow and/or constituent monitoring and/or sampling equipment.
- B. Any sample taken from a user's sample point shall be considered to be representative of the discharge to sewerage facilities.
- C. Monitoring or metering equipment may be required to include a security enclosure that can be locked with an IRWD provided lock during any sampling and monitoring periods.
- D. Location of the monitoring or metering equipment shall be subject to approval by the IRWD.
- E. The IRWD shall be provided clear and uninterrupted access to monitoring or metering locations.
- F. When one or more users discharge into a sewerage facility, those users may be required to install a separate monitoring location for each user. Also in the judgment of the IRWD, if there is a significant difference in wastewater constituents and characteristics produced by different operations of a single user, that user may be required to install separate monitoring locations for each operation. Separate

monitoring may also be required for different processes subject to categorical pretreatment standards.

- G. Users with the potential to discharge flammable solutions may be required to install and maintain at their sole expense a combustible gas detection meter.
- H. All wastewater samples shall be representative of the user's discharge. Wastewater monitoring and flow measurement equipment shall be operated, kept clean, and maintained in good working order at all times. Failure by the user to keep its monitoring equipment in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

704 DRAWING SUBMITTALS

- A. Detailed plans of any proposed construction of pretreatment, spill containment, monitoring and metering equipment and operating procedures shall be submitted for review by the due date contained within a written request from the IRWD. The review of the plans and procedures shall in no way relieve the user of the responsibility of modifying the equipment or procedures in the future as necessary to meet the requirements of this ordinance or any other requirement of other regulatory agencies.
- B. All drawings shall include:
 - 1. North arrow.
 - 2. Scale size.
 - 3. User name and address.
 - 4. Date drawn or revised.
 - 5. Location of proposed pretreatment, spill containment, monitoring and metering equipment.
- C. The IRWD may require drawings to scale depicting the manufacturing process (waste generating source), spill containment, pretreatment and/or monitoring or metering equipment.
- D. The IRWD may require a schematic drawing of the pretreatment, spill containment, monitoring and metering equipment.
- E. The IRWD may require the drawings be prepared by a California registered chemical, mechanical, or civil engineer.

705 WASTE MINIMIZATION, RECYCLING, AND TREATMENT

- A. User shall provide waste minimization plans to conserve water, investigate product and/or materials substitution, maintain inventory control records and implement employee education, and other steps as necessary to minimize waste produced by the due date contained within a written request from the IRWD.
- B. Waste minimization, recycling and treatment shall be demonstrated wherever feasible in the following priority:
 - 1. Source reduction which includes, but is not limited to, substitution of less hazardous materials, spill prevention and control measures, proper storage and handling of chemicals and raw materials.
 - 2. Recovery and reuse which includes, but is not limited to, substitution of less hazardous materials, spill prevention and control measures, proper storage and handling of chemicals and raw materials.
 - 3. Treatment which includes, but is not limited to, pretreatment techniques as to render hazardous wastes harmless or suitable for disposal to sewerage facilities.

ARTICLE 8
INSPECTION, MONITORING, SAMPLING,
NOTIFICATION, AND REPORTING REQUIREMENTS

801 INSPECTION AND MONITORING

- A. The IRWD may inspect and sample the wastewater generating and disposal equipment of any user's site to ascertain whether the requirements of this ordinance are being met and the user is complying with all requirements.
- B. Where a user has instituted security measures requiring proper identification and clearance before entry onto the premises, the user shall make all necessary arrangements with its security in order that the inspectors of the IRWD shall be allowed to enter the premises without delay for the purpose of performing their authorized duties.
- C. The IRWD shall have the right to set up on the user's property or any other locations, as determined by the IRWD, such devices as are necessary to conduct sampling or metering operations of the user's discharge to sewerage facilities.
- D. In order for the IRWD to determine the wastewater characteristics of a discharge for compliance with this ordinance, wastewater discharge permit, or other control mechanism requirements, the user may be required to make available for inspection and copying all records including, but not limited to, production records, required self-monitoring and chain of custody records, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, documents associated with Best Management Practices and waste manifests without restriction, but subject to the confidential provisions set forth in this ordinance. All records shall be maintained by users for a minimum of three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user, or when the user has been notified by written request from the IRWD. Such records shall be made available to the IRWD upon request.
- E. Any temporary or permanent obstruction to safe and easy access to the user's site to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the IRWD and shall not be replaced. The costs of cleaning such access shall be at the sole expense of the user.
- F. Inspection and/or sampling of any user's site shall be conducted at any time, by any means, in any amount, at any location, on any limit, requirement or pollutant in a manner and frequency as determined at the sole discretion of the IRWD.

802 SELF-MONITORING AND REPORTING

- A. Self-monitoring of wastewater pollutants, constituents and characteristics of the user needed for determining compliance with any limitations and requirements as specified in the user's wastewater discharge permit, federal regulations, or this ordinance may be required. The self-monitoring requirement, frequency, forms and reporting shall be set forth in the user's wastewater discharge permit or other control mechanism. These reports may include, but are not limited to, the following:
 - 1. Baseline monitoring reports (BMR's).
 - 2. Compliance schedule progress reports.
 - 3. 90-day compliance reports.
 - 4. Self-monitoring reports containing monitoring and analysis to demonstrate continued compliance as described in 40 CFR 403.12(g)(1-6).
 - 5. Other reports as required by the IRWD, other regulatory agencies or applicable law.
- B. Failure by the user to perform any self-monitoring or reporting required by the IRWD shall be a violation of this ordinance, and is deemed to be a violation for each parameter and each day in the time period for which monitoring was required, and cause for the IRWD to initiate all necessary tasks and analysis to

determine the wastewater pollutants, constituents and characteristics for any limitations and requirements specified in the user's wastewater discharge permit or in this ordinance. The user shall be responsible for any and all expenses incurred by the IRWD in undertaking such monitoring analysis and preparation of reports.

- C. All users required to sample and analyze their wastewater shall use the sampling methods and the sampling locations as set forth in their wastewater discharge permit. For each sample collected and analyzed, the user shall maintain a record of:
 - 1. Date, exact place, method and time of sampling and the name of the person taking the sample.
 - 2. Date analysis performed.
 - 3. Identity and address of the person who performed the analysis.
 - 4. The analytical methods used.
 - 5. Results of the analysis.
- D. Samples taken shall be representative of conditions occurring during the reporting period. Users shall submit all monitoring data, even if user samples more frequently than required by its wastewater discharge permit. User is required to provide advance notice of any substantial change in the volume or character of pollutants in their discharge.
- E. When required, all submitted applications and user reports shall be signed by the CAR as defined in this ordinance. Each application and any required user report shall contain the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Date: _____

Signature: _____

Print Name: _____

Title: _____

User Name: _____

User Site _____

Address: _____

User Mailing _____

Address: _____

Phone: _____

Permit No: _____

- F. Self-monitoring reports shall be subject to the provisions of 18 U.S.C. Section 1001 relating to false statements and fraud and the provisions of Section 309(c)(2) of the Act governing false statements.

- G. The analysis of a user's wastewater pollutants, constituents and characteristics shall be done by a laboratory approved by the IRWD.
- H. If self-monitoring indicates a violation, the user shall notify the IRWD within 24 hours of becoming aware of the violation. The user shall repeat the sampling and analysis and submit the results of the repeat analysis to the IRWD within 30 days after the repeat sampling event. Resampling by a user is not required if the IRWD performs the sampling at the user's site at least once a month, or if the IRWD performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the user or the MNWD receives the results of the sampling, or if the IRWD has preformed the sampling and analysis in lieu of the user.
- I. The analysis of wastewater pollutants, constituents and characteristics and the preparation of the self-monitoring report shall be done at the sole expense of the user.
- J. The user shall establish and maintain a sample point on each discharge line at a location representative of the discharge to sewerage facilities. The maintenance of any sample point equipment shall be done at the sole expense of the user. Any sampling location shall be set forth in the user's wastewater discharge permit.
- K. Any user subject to the reporting requirements of this ordinance shall retain all records of monitoring activities and results for a minimum of three (3) years and shall make them available to the IRWD upon request. The IRWD may require a longer period of retention if litigation is being considered or has resulted.
- L. Any user subject to self-monitoring reporting requirements may be required to submit self-monitoring reports on forms approved by the IRWD.
- M. Any user determined to be a non-significant categorical industrial user (NSCIU) by SOCWA pursuant to Section 202.B.86.c. and 808.B shall annual submit the following certification statement signed by the CAR as defined in this ordinance. This certification shall accompany an alternative report required by SOCWA:

"Based on my inquiry of the person or persons directly responsible for managing compliance with categorical pretreatment standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from January 1, ____ to December 31, ____:

(a) The facility described as _____ met the definition of non-significant categorical industrial user as described in Section 202.B.86.c.;

(b) The facility complied with all applicable pretreatment standards and requirements during this reporting period; and (c) the facility never discharged more ~~than~~ 100 gallons of total categorical wastewater on any given day during this reporting period.

Date: _____
 Signature: _____
 Print Name: _____

This compliance certification is based on the following information.

803 REPORT OF SPILL, SLUG DISCHARGE, BATCH DUMPING, OR UPSET

- A. In the event the user is unable to comply with any of the wastewater discharge permit conditions due to a breakdown of equipment, accidents caused by human error, or intentional action by any party, or acts of

God, or any other cause, the discharger shall notify the IRWD as soon as possible of any spill, slug discharge, batch dumping or upset.

- B. Confirmation of this notification shall be made in writing within five (5) working days of the original notification unless waived by the IRWD. The written notification shall contain:
 - 1. Date of the incident.
 - 2. Reason for the spill, slug discharge, batch dumping or upset.
 - 3. The steps that were taken to immediately correct the problem.
 - 4. The steps that are being taken to prevent the problem from recurring.
 - 5. Any other information the IRWD deems relevant.
- C. Such notification shall not relieve the user of any expense, loss, damage, liability or fees which may be incurred as a result of damage or loss to sewerage facilities or any damage or loss to persons or property. Such notification shall never relieve the user from any fees or liability which may be imposed by this ordinance, other regulatory agencies or other applicable law.
- D. Significant industrial users shall notify IRWD immediately of any changes at its site affecting the potential for a slug discharge

804 REPORTING OF BY-PASS

- A. By-pass of industrial wastewater through pretreatment equipment to the sewerage facilities is prohibited. Enforcement action may be taken against the user, unless:
 - 1. By-pass was unavoidable to prevent loss of life, personal injury, or severe property damage, and
 - 2. There were no feasible alternatives to the by-pass, such as the use of auxiliary treatment equipment, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a by-pass which occurred during normal periods of equipment downtime or preventative maintenance, and
 - 3. The user submitted notice as required by this ordinance, or;
 - 4. The bypass did not exceed user discharge limits and was required for essential maintenance.
- B. If a user knows in advance of the need for a by-pass, it shall submit prior notice to the IRWD at least ten (10) days before the date of the by-pass.
- C. The IRWD may approve an anticipated by-pass after considering its adverse effects, if the IRWD determines that it will meet the conditions listed within this section.
- D. A user shall submit notice of an unanticipated by-pass that exceeds their wastewater discharge permit limitation to the IRWD within 24 hours from the time the user becomes aware of the by-pass. A written report shall also be provided within five (5) working days of the time the user becomes aware of the by-pass. The report shall contain:
 - 1. Description of the by-pass and its cause.
 - 2. Duration of the by-pass, including exact dates and times.
 - 3. Anticipated time it is expected to continue if the by-pass has not been corrected.
 - 4. Steps taken or planned to reduce, eliminate, and prevent recurrence of the by-pass.

- E. Failure to submit notice and/or written report may be grounds for wastewater discharge permit suspension or revocation. Failure to provide timely notice under Section 804 D. is deemed a waiver of the bypass defense for the user violation.
- F. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to sewerage facilities or any other damage or loss to person or property. Such notification shall never relieve the user from any fees or liability that may be imposed by this ordinance, other regulatory agencies or other applicable law.

805 BASELINE MONITORING REPORTS (40 CFR 403.12(b))

- A. Within either one hundred eighty (180) days after the effective date of a categorical standard or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, an existing categorical industrial user currently discharging to or scheduled to discharge shall submit to the IRWD a report containing the information listed below. At least ninety (90) days prior to commencement of discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard shall submit to the IRWD a report containing the information listed below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged. The baseline monitoring report shall include, but is not limited to, the following:
 - 1. Identifying information. The name and address of the site, including the name of the operator and owner.
 - 2. Permits. A list of any environmental control permits held by or for the site.
 - 3. Description of Operations. A brief description of the nature, average rate of production, and North America Industrial Classification of the operation(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to sewerage facilities from the regulated processes.
 - 4. Flow Measurements. Information showing the measured average daily and maximum daily flow, gpd, to sewerage facilities from regulated process streams and other streams as necessary.
 - 5. Measurement of Pollutants. The categorical pretreatment standards applicable to each regulated process and the results and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the IRWD, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass where required, shall be reported. The sample shall be representative of daily operations. In cases where the standards requires compliance with a BMP or pollution prevention alternative, the industrial user shall submit documentation as required by the IRWD or the applicable standards to determine compliance with the standard.
 - 6. Certification. A statement, reviewed by the user's CAR and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
 - 7. Compliance schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.
 - 8. Signature and certification. All monitoring reports shall be signed and certified in accordance with Section 802 E. of this ordinance.

806 REPORT ON PROGRESS IN MEETING COMPLIANCE SCHEDULES (40 CFR 403.12(c))

- A. All Class I users required to submit compliance schedules shall report their progress no later than

fourteen (14) days after each due date contained in their compliance schedule.

- B. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to comply with the applicable pretreatment standards.
- C. No increment referred to above shall exceed nine (9) months.
- D. In no event shall more than nine (9) months elapse between progress reports to the IRWD.

807 REPORT ON COMPLIANCE WITH CATEGORICAL PRETREATMENT STANDARDS DEADLINE (40 CFR 403.12(d))

- A. Within ninety (90) days following the date for final compliance with the applicable categorical standards or within ninety (90) days of the introduction of wastewater into sewerage facilities, the affected user shall submit a report containing the information listed below. This report shall include, but is not limited to the following:
 - 1. Flow Measurements. Information showing the measured average daily and maximum daily flow, in gallons per day, to sewerage facilities from regulated process streams and other streams.
 - 2. Measurement of Pollutants. The categorical pretreatment standards applicable to each regulated process and the results and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the IRWD, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass where required, shall be reported. The sample shall be representative of daily operations.
 - 3. Certification. A statement, reviewed by the user's CAR and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
 - 4. Signature and certification. All monitoring reports shall be signed and certified in accordance with Section 802 E. of this ordinance.

808 PERIODIC COMPLIANCE REPORT

- A. All Class I users subject to federal pretreatment standards (except a non-significant categorical user) as a minimum shall submit reports containing the information required in 40 CFR 403.12 during the months of June and December, or as required in their wastewater discharge permit or other control mechanism.
- B. A Class I user determined to be a non-significant categorical industrial user by the IRWD pursuant to Section 202.B.86.c. shall annually submit a report containing information as required in their wastewater discharge permit or other control mechanism.
- C. All users may be required to submit periodic compliance reports containing information as required in their wastewater discharge permit, other control mechanism or as required by the IRWD.

809 RIGHT OF ENTRY

IRWD shall have the right to enter the premises of any user to determine whether the user is complying with the requirements of this ordinance and any individual wastewater discharge permit, other control mechanism or order issued hereunder. Users shall allow the IRWD ready access to all parts of the premises for the purpose of inspection, sampling, records examination and copying, and the performance of any other duties.

810 ANALYTICAL REQUIREMENTS

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR

Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the IRWD or other parties approved by the EPA.

811 SAMPLE COLLECTION

- A. Samples collected by the user to satisfy reporting requirements contained in this ordinance, their wastewater discharge permit or other control mechanism shall be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.
- B. Except as indicated in Section 811.C. and 811.D. below, the user shall collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the IRWD. Where time-proportional composite sampling or grab sampling is authorized by the IRWD, the samples shall be representative of the discharge. Using protocols specified in 40 CFR 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the IRWD, as appropriate. In addition, grab samples may be required at any time to show compliance with instantaneous discharge limits.
- C. Samples for analysis of oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds shall be obtained using grab sample collection techniques.
- D. For sampling required in support of baseline monitoring and 90-day compliance reports required by this ordinance and 40 CFR 403.12(b) and (d), a minimum of four (4) grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for users for which historical sampling data do not exist; for users for which historical sampling data are available, IRWD may authorize a lower minimum. For reports required by this ordinance and 40 CFR 403.12(e) and (h), the user shall collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

812 TIMING

Reports shall be deemed to have been submitted on the date postmarked. For reports that are not mailed or delivered with postage prepaid the date of receipt of the report shall govern.

813 NOTIFICATION OF CHANGED DISCHARGE

All users that have been issued a wastewater discharge permit shall notify the IRWD in advance of any substantial change in the volume or character of pollutants in their discharge in accordance with 40 CFR 403.12(j).

814 NOTIFICATION OF THE DISCHARGE OF HAZADOUS WASTE (40 CFR 403.12(p)(1))

- A. The industrial user shall notify the IRWD, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into sewerage facilities of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than one hundred (100) kilograms of such waste per calendar month to sewerage facilities, the notification shall also contain the following information to the extent such information is known and readily available to the industrial user: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected

to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after a discharge to sewerage facilities commences. Any notification under this section need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under Section 813 of this ordinance and as listed in 40 CFR 403.12(j). The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of Sections 805, 807 and 808 of this ordinance and as listed in 40 CFR 403.12(b), (d), and (e).

- B. Dischargers are exempt from the requirements of Section 814. A., above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.
- C. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user must notify the IRWD, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- D. In the case of any notification made under this section, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- E. This section does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

**ARTICLE 9
ENFORCEMENT**

901 ENFORCEMENT SCOPE

- A. The IRWD finds that in order for it to comply with the laws, regulations, and rules imposed upon it by regulatory agencies and to ensure that sewerage facilities and treatment processes are protected and are able to operate with the highest efficiency, specific enforcement provisions must be adopted to regulate discharges from industrial users.
- B. The IRWD is willing to cooperate with all users on improvements in wastewater quality, yet must be in a position to ensure that uncooperative users shall comply with this ordinance and any conditions set forth in a wastewater discharge permit.
- C. The IRWD intends to ensure that all interested parties are afforded due process of law and that any noncompliance or violation is resolved as soon as possible.
- D. All users have a right of appeal pursuant to the procedures set forth in this ordinance.
- E. Each non-compliance or violation per day and each day of noncompliance or violation shall be taken as a separate noncompliance or violation for determining the amount of fees, charges, fines or penalties and/or which enforcement actions may be taken. A violation of a weekly average is considered seven (7) days of violation for that parameter and a violation of a monthly average is based upon the number of days in that month. A violation of multiple parameters caused by a single operational upset is considered one violation.
- F. The issuance or exercise of any type of an enforcement action provided for under this ordinance shall not be a bar against, or a prerequisite for, taking any other or additional enforcement action against a user under this ordinance or any other local, state or federal law. The remedies provided for in this ordinance are not exclusive and the IRWD is empowered to take more ~~than~~ one enforcement action against any noncompliant user.

902 NOTICE OF NONCOMPLIANCE (NON)

- A. In the event that it is determined that a user is in noncompliance with any provision of this ordinance, or the terms, conditions and limitations of its wastewater discharge permit, the IRWD may issue a NON form, whereby the user shall comply with all directives, conditions and requirements therein within the time prescribed.
- B. The issuance of a NON form may contain terms and conditions including, but not limited to, installation of pretreatment equipment, sampling structures, submittal of drawings or technical reports, payment of fees or administrative fines, limits on rate and time of discharge or any other provisions to ensure compliance with this ordinance and the user's wastewater discharge permit. This action is not a prerequisite to taking other or more severe enforcement actions.

903 NOTICE OF VIOLATION (NOV)

- A. In the event that it is determined that a user has not responded to a NON form that was previously issued to them or that noncompliance of any pretreatment standards requires their immediate attention, the IRWD may issue a NOV form, whereby the user shall comply with all directives, conditions and requirements therein within the time prescribed.
- B. The issuance of a NOV form may contain terms and conditions including, but not limited to, installation of pretreatment equipment and facilities, submittal of drawings or technical reports, payment of fees, administrative fines, limits on rate and time of discharge or any other provisions to ensure compliance with this ordinance. This action is not a prerequisite to taking other or more severe enforcement actions.

904 ADMINISTRATIVE ORDER (AO)

- A. The AO is an enforcement document from the IRWD directing the noncompliant user to undertake or to

cease specific activities required to bring the user into compliance with this ordinance or the terms, conditions and limitation of a wastewater discharge permit as determined by the IRWD. The terms and conditions of the AO are not negotiable by the user. The circumstances of a user's noncompliance may dictate which theme the administrative order takes to achieve the earliest possible return to compliance by the user. AOs may include administrative complaints. Types of AOs may include, but are not limited to, the following:

1. Probation Order (PO)

- a. The PO directs the noncompliant user to achieve compliance by a date specified in the order. The PO is usually issued when a user is in non-compliance of this ordinance, or the terms, conditions and limitations of its wastewater discharge permit or other enforcement action, or has not made payment of all amounts owed to the IRWD which include, but are not limited to, any fees, charges, fines and/or penalties. This action is not a prerequisite to taking other or more severe enforcement actions.

2. Show Cause Order (SCO)

- a. The SCO directs the noncompliant user to appear at a formal meeting, usually at a IRWD location, to explain its noncompliance, and to show cause why more severe enforcement actions against the user should not go forward. This action is not a prerequisite to taking other or more severe enforcement actions.

3. Cease and Desist Order (CDO)

- a. The CDO directs the noncompliant user to cease illegal or unauthorized discharges immediately, or to terminate its discharge altogether. A CDO may be issued in situations where a particular discharge could cause interference or pass through, or threaten human safety or the environment. The CDO may be issued immediately upon discovery of the problem. In an emergency, a CDO may be issued by any means, however, such an order should be followed by a written CDO on the user. If necessary, the IRWD may order immediate cessation of any discharge to ~~the~~ a sewerage facility, regardless of the user's compliance status. If a user fails to comply with the CDO, the IRWD may take any independent action to halt the discharge. This action is not a prerequisite to taking other or more severe enforcement actions.

905 WASTEWATER DISCHARGE PERMIT SUSPENSION OR REVOCATION

A. Grounds

- 1. The IRWD may suspend or revoke any wastewater discharge permit, but is not limited to the following, when it is determined that a user:
 - a. Violated an administrative order.
 - b. Provided a false statement, representation, record, report or other document to the IRWD.
 - c. Refused to provide records, reports, plans or other documents required to determine wastewater discharge permit terms, conditions, or limitations, discharge compliance, or compliance with this ordinance.
 - d. Discharged effluent that causes pass-through or interference with sewerage facilities.
 - e. Falsified, tampered with, or knowingly rendered inaccurate any monitoring device or sample collection method.
 - f. Discharged effluent that endangers human health or the environment.
 - g. Failed to report significant changes in operations or wastewater constituents and characteristics.
 - h. Failed to comply with the terms and conditions of any enforcement action.

- i. Refused reasonable access to the permittee's premises for the purpose of inspection and monitoring.
- j. Failed to make timely payment of any fees, charges, fines or penalties owed to the IRWD.
- k. Violated any conditions or limitations of its wastewater discharge permit or any provision of this ordinance.
- l. Discharged batch dumps to sewerage facilities not authorized or permitted by the IRWD.

B. Notice of Wastewater Discharge Permit Suspension/Revocation

When the IRWD has reason to believe that grounds exist for suspension/revocation of a wastewater discharge permit, written notice shall be given by certified mail to the user setting forth a statement of facts and grounds deemed to exist together with a description of the time and place where the charge shall be heard by the General Manager. The hearing date shall not be less than fifteen (15) days nor more than sixty (60) days after the mailing of such notice.

C. Hearing on Permit Suspension/Revocation

1. At the wastewater discharge permit suspension/revocation hearing, the user shall have an opportunity to respond to the allegations set forth in the notice. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the IRWD's General Counsel.
2. After the hearing, the General Manager's designee shall submit a written report to the General Manager setting forth a brief statement of facts found to be true, a determination of the issues presented, conclusions, and a recommendation.
3. Upon receipt of the written report, the General Manager shall make his determination. Should he find that the grounds exist for suspension/ revocation of the wastewater discharge permit, he shall issue his decision and order, in writing within thirty (30) days after the hearing by his designee. A copy of the written decision shall be sent by personal delivery or certified mail to the user.

D. Effect of Wastewater Discharge Permit Suspension

1. Upon the issuance of an order of suspension by the General Manager, the user shall have no right to discharge any industrial wastewater, directly or indirectly to sewerage facilities for the duration of the suspension. All costs for physically terminating and reinstating service shall be paid by the user.
2. An order of wastewater discharge permit suspension issued by the General Manager shall be deemed final upon delivery to the user, unless appealed to the Board as specified in Section 913 of this ordinance.

E. Effect of Wastewater Discharge Permit Revocation

1. On the effective date of a wastewater discharge permit revocation being final, the user shall permanently lose all rights to discharge any industrial wastewater directly or indirectly to sewerage facilities. All costs for physical termination shall be paid by the user.
2. Each owner and employee of the user shall be bound by the order of wastewater discharge permit revocation.
3. Any future application from any user subject to an order of wastewater discharge permit revocation will only be considered by the IRWD after fully reviewing the records of revocation. Such records may be the basis for denial of a new wastewater discharge permit.
4. An order of permit revocation issued by the General Manager shall be deemed final upon delivery to the user, unless appealed to the Board as specified in Section 913 of this ordinance.

906 TERMINATION OF SERVICE

The IRWD may physically terminate water or sewer service to any user that violates or continues to violate the provisions of this ordinance, a term of any order of suspension or revocation of a wastewater discharge permit or other control mechanism. All costs for physical termination shall be paid for by the user as well as all costs for reinstating services.

907 EMERGENCY SUSPENSION

- A. The IRWD may suspend water or sewer service when such suspension is necessary, in order to stop an actual or impending discharge which presents or may present an imminent or substantial endangerment to the health and welfare of persons, to the environment, cause interference to sewerage facilities, or cause the IRWD to violate any state or federal law or regulation.
- B. An emergency suspension order is final and has no right of appeal.

908 INJUNCTION

Whenever a discharge of wastewater is in violation of the provisions of this ordinance, the IRWD may petition the superior court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate to restrain the continuance of such discharge.

909 CIVIL FINES AND PENALTIES

- A. Authority.
 - 1. All users of sewerage facilities are subject to administrative or judicial enforcement actions by the IRWD, EPA, State Regional Water Quality Control Board or the District Attorney of Orange County. Actions may be taken pursuant to the authority and provisions of several laws, including but not limited to:
 - a. Federal Water Pollution Control Act (Clean Water Act).
 - b. California Porter-Cologne Water Quality Act (California Water Code).
 - c. California Hazardous Waste Control Law.
 - d. Resource Conservation and Recovery Act (RCRA).
- B. Recovery of Fines or Penalties.
 - 1. Payment of fines or penalties by the IRWD due to enforcement actions of other regulatory agencies based upon a violation by the IRWD whose cause can be established as the discharge of any user which is in violation of any provisions of this ordinance or a wastewater discharge permit shall entitle the IRWD to recover from the user all cost and expenses, including, but not limited to the full amount of fines and penalties which the IRWD has been subjected to.
 - 2. Each violation shall constitute a new and separate violation and shall be subject to the fines and penalties contained herein.
- C. Civil Liability
 - 1. Pursuant to the authority of California Government Code Sections 54739-54740, any user, permittee, discharger or other person who violates any provision of this ordinance, any wastewater discharge permit condition, prohibition or effluent limitation, or any order, compliance schedule, suspension or revocation shall be civilly liable for a sum not to exceed twenty-five thousand dollars (\$25,000) per violation for each day in which such violation occurs.
 - 2. Pursuant to the authority of Act. 33 U.S.C. Section 1251 et seq., any user, permittee, discharger or other person who violates any provision of this ordinance, any wastewater discharge permit

condition, prohibition or effluent limitation, or any order, compliance schedule, wastewater discharge permit suspension or revocation shall be civilly liable for a sum not to exceed twenty-five thousand dollars (\$25,000) per violation for each day in which such violation occurs.

3. The IRWD may petition the superior court to impose, assess and recover penalties or other such penalties as the IRWD may impose, assess and recover pursuant to federal and/or state legislative authorization.
4. Notwithstanding any other provisions of law, all civil penalties imposed by the court for a violation of this ordinance shall be distributed to the IRWD.
5. Remedies under this section are in addition to and do not supersede or limit any and all other remedies, civil or criminal, but no liability shall be recovered under this section for any violation for which liability is recovered under Section 909 D. of this ordinance.

D. Administrative Complaint

1. Pursuant to the authority of California Government Code Sections 54740.5 and 54740.6, the IRWD may issue an administrative complaint to any user, permittee, discharger or other person who violates any provision of this ordinance, any wastewater discharge permit condition, prohibition or effluent limitation, or any administrative, suspension or revocation order or other control mechanism.
2. The administrative complaint shall be served by personal delivery or certified mail on such person and shall inform the person that a hearing shall be conducted, within sixty (60) days following service. The administrative complaint will allege the act or failure to act that constitutes the violation(s), set forth the provisions of law authorizing civil liability to be imposed and the proposed civil penalty. The matter shall be heard by the General Manager or his designee. The person to whom an administrative complaint has been issued may waive the right to a hearing, in which case a hearing shall not be conducted.
3. At the hearing, the person shall have an opportunity to respond to the allegations set forth in the administrative complaint by presenting written or oral evidence. The hearing shall be conducted in accordance with the procedures established by the General Manager and approved by the IRWD's General Counsel.
4. After the conclusion of the hearing, the General Manager's designee shall submit a written report to the General Manager setting forth a brief statement of the facts found to be true, a determination of the issues presented, conclusions and a recommendation. Upon receipt of the written report, the General Manager shall make his determination and should he find that grounds exist for assessment of a civil penalty, he shall issue his decision and order in writing within thirty (30) calendar days after the conclusion of the hearing. If not appealed, the order shall be final thirty-one (31) days after it is served on the person.
5. A person dissatisfied with the decision of the General Manager may appeal to the Board pursuant to Section 913 of this ordinance within thirty (30) days of notice of the General Manager's decision.
6. If, after the hearing or appeal, if any, it is found that the person has violated reporting or discharge requirements or other provisions of the this ordinance, the General Manager or Board may assess a civil penalty against that person.
7. In the determination of the amount of the civil penalty, all relevant circumstances may be taken into consideration, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any non-compliance, the nature and persistence of the violations, the length of time over which the violation occurs and the corrective action(s), if any, attempted or taken by the person.
8. Civil penalties may be assessed as follows:
 - a. In an amount which shall not exceed two thousand dollars (\$2,000) for each day for failing or refusing to furnish technical or monitoring reports.

- b. In an amount which shall not exceed three thousand (\$3,000) for each day for failing or refusing to timely comply with any compliance schedule
 - c. In an amount which shall not exceed five thousand dollars (\$5,000) per violation for each day for discharges in violation of any waste discharge limitation, wastewater discharge permit condition, other control mechanism or requirement issued, reissued or adopted by the IRWD.
 - d. In an amount which does not exceed ten dollars (\$10) per gallon for discharges in violation of any suspensions, cease and desist order or other orders, or prohibition issued, reissued or adopted by the IRWD.
9. Payment of civil penalties shall be due within thirty (30) days of the date of the order assessing the penalties becomes final. The amount of any administrative civil penalties imposed which have remained delinquent for a period of sixty (60) days from the date they are due shall constitute a lien against the real property of the discharger from which the discharge resulting in the imposition of the penalty originated. The lien shall have no force and effect until recorded with the county recorder and when recorded shall have the force and effect and priority of a judgment lien and continue for ten (10) years and be renewable in accordance with law.
 10. Copies of the administrative order shall be served by personal service or by registered mail upon the party served with the administrative complaint and upon other persons who appeared at the hearing and requested a copy of the order.
 11. Any party aggrieved by a final order issued by the Board after granting review of the order of the General Manager may obtain review of the order of the Board in the Superior Court, by filing in the court a petition for writ or mandate within thirty (30) days following the service of a copy of the decision and order issued by the Board.
 12. Any party aggrieved by a final order issued by the General Manager, for which the Board denies review, may obtain review of the order of the General Manager in the Superior Court, by filing in the court a petition for writ of mandate within thirty (30) days following service of a copy of a decision and order denying review by the Board.
 13. No administrative civil penalties shall be recoverable under this section for any violation for which civil liability is recovered under Section 909 C. of this ordinance.

910 CRIMINAL PENALTIES

- A. Any person who violates any provision of this ordinance is guilty of a misdemeanor, which upon conviction is punishable by a fine not to exceed one thousand dollars (\$1,000) or imprisonment for not more than thirty (30) days or both.
- B. Each violation shall constitute a new and separate violation and shall be subject to the penalties contained herein.

911 PUBLIC NUISANCE

- A. Discharge of wastewater in a manner that is in noncompliance or violation of this ordinance or of any order issued by the IRWD, in accordance with this ordinance, shall hereby be declared a public nuisance and shall be corrected or abated as directed by the IRWD.
- B. Any person creating a public nuisance is guilty of a misdemeanor and is subject to the criminal penalties identified in Section 910 of this ordinance.

912 APPEALS TO THE GENERAL MANAGER

- A. General
 1. Any user affected by a decision, action or determination made by IRWD staff may file with the

General Manager a written request for an appeal hearing.

2. Request must be made within fifteen (15) days of the mailing of the original decision.
3. Request for hearing shall set forth details of all facts supporting the appellant's request for hearing.

B. Notice

1. The General Manager shall, within fifteen (15) days of receiving the request for appeal provide written notice to the user of the hearing date, time, and place.
2. The hearing time shall not be more than thirty (30) days from the mailing of such notice by certified mail to the appellant unless a later date is agreed to by the appellant.
3. If the hearing is not held within the time set due to actions of the appellant, then the IRWD's decision shall be deemed final.

C. Hearing

1. The appellate shall have the opportunity to present information supporting its position concerning the IRWD's original decision, action or determination.
2. The hearing shall be conducted in accordance with procedures established by the General Manager and approved by the IRWD's General Counsel.

D. Written Determination

1. After the hearing the General Manager shall make a determination whether to uphold, modify or reverse original decision, action or determination as issued by IRWD staff.
2. This decision shall be put into writing within a brief statement of facts found to be true, the determination of the issues presented, and the findings.
3. The final determination of the General Manager upon his approval shall be executed as the order.
4. A copy shall be mailed or delivered to the appellant.
5. The order of the General Manager shall be final in all respects fifteen (15) days after it is mailed to the appellant, unless appealed under Section 913 of this ordinance.

E. Wastewater Discharge Permit Suspension/Revocation Appeals

1. Appeals regarding wastewater discharge permit suspension or revocation are covered under Section 905 and Section 913 as specified in this ordinance.

913 APPEALS TO THE BOARD

A. General

1. The user may, within thirty (30) days after the date of notification of the General Manager's order upholding the IRWD's determination, file a written appeal to the Board.
2. A fee of one hundred dollars (\$100) shall accompany the written appeal which shall be refunded if the Board of Directors reverses or modifies the order of the General Manager.
3. A request for appeal to the Board shall set forth details of the past record and that new arguments cannot be raised on appeal to the Board that could have been, but were not, raised in the prior appeal to the General Manager.
4. Pending the hearing on appeal, the user shall not be entitled to discharge into sewerage facilities

beyond the effective date of the original order determined by the General Manager, unless it has been determined by the General Manager that the user is pursuing good faith arguments and approves such discharge.

B. Notice

1. The Board Secretary, within fifteen (15) days of receiving the request for appeal, will provide written notice to the user of the hearing date, time and place.
2. The hearing date shall not be more than forty-five (45) days from the mailing of such notice by certified mail to the appellee unless a later date is agreed to by the appellant.
3. If the hearing is not held within the time set due to action of the appellant, the General Manager's decision shall be deemed final.

C. Hearing

1. The appellant shall have the opportunity to present information supporting its position concerning the General Manager's determination.
2. The hearing shall be conducted in accordance with procedures established by the Board and approved by the IRWD's General Counsel.

D. Written Determination

1. After the hearing, the Board shall make a determination whether to uphold, modify or reverse the original decision, action or determination as ordered by the General Manager.
2. The decision of the Board shall be reduced to writing within thirty (30) days after the hearing.
3. It shall contain a brief statement of facts found to be true, the determination of the issues presented, and the findings. The decision shall be submitted to the appellant.
4. The order of the Board shall be final upon its adoption.

914 JUDICIAL REVIEW

A. Purpose and Effect

1. Pursuant to Section 1094.6 of the California Code of Civil Procedure, the time in which a user may bring an administrative mandamus action shall be limited to ninety (90) days following the final decision in the adjudicative administrative hearing in question.

B. Time Limit for Judicial Review

1. Judicial review of any decision of the IRWD's Board may be made pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate is filed no later than ninety (90) day following the date on which any decision becomes final.

C. Preparation of Records

1. The complete record of the proceedings shall be prepared by the IRWD and shall be delivered or mailed to the petitioner within one hundred-ninety (190) days after they have filed a written request.
2. The IRWD shall recover from the petitioner its actual costs for preparing and transcribing the record.

D. Extension

1. If the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition may be filed, pursuant to Section 1094.5 of the California Code

of Civil Procedures, shall be extended to no later than thirty (30) days following the date on which the record is delivered or mailed, by the IRWD, to the petitioner or the petitioner's attorney of record, if appropriate.

E. Notice

1. In making a final decision, the IRWD shall provide notice to the user whose wastewater discharge permit has been denied, suspended or revoked, that the time in which judicial review must be sought is governed by Section 1094.6 of the California Code of Civil Procedures.

F. This section does not apply to action taken under Section 909 of this ordinance.

915 PAYMENT AND COLLECTION OF FEES AND CHARGES

A. Except as otherwise provided, all fees and charges are due and payable upon receipt of an invoice or notice thereof. All such amounts are delinquent if unpaid forty-five (45) days after date of invoice or notice.

B. Any invoice or notice that becomes delinquent may have added to it an assessment in accordance with the following:

1. Forty-six (46) days after the date of invoice or notice, an assessment of ten percent (10%) of the base amount, not to exceed a maximum of \$1,000.
2. Ninety (90) days after the date of invoice or notice, a total of twenty-five percent (25%) of the base amount, not to exceed a maximum of \$2,500.

C. Any invoice or notice that is outstanding and unpaid after ninety (90) days may be cause for immediate initiation of wastewater discharge permit revocation proceedings or immediate wastewater discharge permit suspension.

D. Delinquent assessments under this section may not accrue to those invoices or notices successfully appealed, provided the IRWD received written notice of appeal prior to the payment due date.

E. Payment of disputed fees and charges are still required by the due date during review of any appeal submitted by permittee.

F. This section does not apply to Section 909 of this ordinance.

916 RECOVERY OF ENFORCEMENT COSTS

In the event a user fails to comply with any of the terms and conditions of this ordinance, wastewater discharge permit, administrative order, wastewater discharge permit suspension or revocation, other control mechanism or any other enforcement action, the IRWD shall be entitled to reasonable attorney's fees and costs which may be incurred during enforcement of any terms and conditions with or without filing proceedings in court.

917 FINANCIAL SECURITY CONDITIONS

A. Compliance Deposit

1. Users that have been subject to enforcement actions and/or fees, charges, penalties or fines may be required to deposit with the IRWD an amount determined by the General Manager as necessary to guarantee payment of all charges, fees, costs and expenses that may be incurred in the future.
2. A compliance deposit shall be received by the IRWD before the IRWD either issues a wastewater discharge permit, other control mechanism or grants the user permission for further discharge to sewerage facilities.

B. Delinquent Accounts

1. Any user who fails to make payment in full of all fees, charges, penalties or fines assessed by the IRWD including reconciliation amounts, delinquency fees, and other costs or fees may be required to obtain the issuance of an amendment to their wastewater discharge permit.

C. Bankruptcy

1. Any user filing any legal action in any court of competent jurisdiction, including the United States Bankruptcy Court, for purposes of discharging its financial debts or obligations or seeking court-ordered protection from its creditors, shall within ten (10) days of filing such action, apply for and obtain the issuance of an amendment to its wastewater discharge permit by the IRWD.

D. Wastewater Discharge Permit Amendments

1. An amendment issued to the user's wastewater discharge permit shall be in accordance with the provision of this ordinance.

E. Security Deposit

1. An amendment to a wastewater discharge permit issued in accordance with this ordinance may be conditional upon the permitted user depositing financial security in an amount equal to the total fees and charges from the preceding year.
2. Such a deposit shall be used to guarantee payment of all fees and charges incurred for future services and sewerage facilities provided by the IRWD and shall not be used by the IRWD to recover outstanding fees and charges incurred prior to the user filing and receiving protection from creditors in the United States Bankruptcy Court.

F. Return of Security Deposit

1. If the user makes full payment in time of all fees and charges incurred over a period of two (2) years following the issuance of an amendment to the user's wastewater discharge permit prescribed by this ordinance, the user's security deposit shall be returned or credited to the user's account.

918 REPORT OF ANALYSIS

All collected data from inspection and monitoring sampling conducted by the IRWD may be reported to the user. This data, if given to the user, shall be kept by the user and the IRWD and made available during inspections by the IRWD or any other regulatory agency.

919 DAMAGE TO FACILITIES OR INTERRUPTION OF NORMAL OPERATIONS

- A. When a discharger of wastes causes an obstruction, interference, damage, or other impairment to sewerage facilities or to the operation of sewerage facilities, the IRWD may assess the costs against the user for the work required to clean, replace or repair the sewerage facility together with expenses incurred to resume normal operations. This shall also be grounds for wastewater discharge permit revocation. A service charge of twenty-five percent (25%) of costs shall be added to the costs and charges to cover the IRWD's overhead, including administrative personnel and record keeping. The total amount shall be payable within forty-five (45) days of invoicing by the IRWD.
- B. If it can be shown that the discharge of any user is the cause of the IRWD violating its NPDES permit and pretreatment requirements established by any Regulatory Agency or incurring additional expenses or suffering losses or damage to IRWD sewerage facilities, then that user shall be responsible for any costs, expenses, or assessments incurred by the IRWD, made by other agencies or a court.
- C. Where two or more dischargers cause a single and indivisible harm to sewerage facilities, each is jointly and severally liable for the damages. The burden of proof is on the dischargers to demonstrate that the harm is divisible.

920 INDUSTRIAL WASTE PASS THROUGH

- A. If an industrial waste discharge results in a "pass through" event in sewerage facilities, all costs associated with the event, including but not limited to treatment costs, fines, regulatory fines, and other indirect costs may be charged against the user.
- B. The user shall submit plans which prevent future recurrences to the satisfaction of the IRWD.
- C. A second occurrence shall be grounds for wastewater discharge permit revocation without the right of appeal.

921 BATCH DUMPS

- A. When the IRWD determines that a user has discharged concentrated noncompatible wastes into a sewerage facility in a manner or method that is not approved by the IRWD, any enforcement action may be taken as set forth in this ordinance.
- B. The user shall be subject to wastewater discharge permit suspension or revocation in accordance with this ordinance as well as any other legal enforcement penalties or remedies available to the IRWD.

922 PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE (SNC)

- A. To comply with the requirements of 40 CFR 403, the IRWD shall annually publish the names of all industrial users that are in SNC of federal pretreatment standards.
- B. Publication of this SNC notice shall be in the newspaper of general circulation that provides meaningful public notice within the IRWD service areas.
- C. The determination of SNC is based upon the definition set forth in Section 202 B.88. of this ordinance.

**ARTICLE 10
FEES AND CHARGES**

1001 APPLICATION FEE

- A. All application fees shall be in an amount as established by the IRWD.
- B. Payment of the application fee must be received before the issuance of a new or renewal of a wastewater discharge permit.
- C. User shall pay any delinquent invoices in full, prior to the wastewater discharge permit renewal.

1002 ANNUAL WASTEWATER DISCHARGE PERMIT FEE

- A. The annual wastewater discharge permit fee shall be in an amount as established by the IRWD.
- B. The annual wastewater discharge permit fee shall be due on or before the date set by the IRWD.

1003 INSPECTION, MONITORING, AND SAMPLING CHARGES

Any and all costs incurred by the IRWD to inspect, monitor and sample a user for the purpose of assuring compliance with this ordinance, the user's wastewater discharge permit, other control mechanism or other regulations shall be paid for by the user only upon receipt of an invoice or bill from the IRWD or its representative.

1004 DELINQUENCY FEES

- A. Any fees that become delinquent may have added to it an amount as set forth in Section 915 of this ordinance.
- B. Any delinquent fee and all assessments including court costs and legal fees thereon may be collected by lawsuit in the name of the IRWD.

1005 ADDITIONAL FEES AND CHARGES

- A. The user will be required to pay all applicable additional fees and charges that are established by the IRWD only upon receipt of an invoice or bill.
- B. Any wastewater discharge permit issued for a location where the user is not the property owner, may be conditioned upon depositing financial security to guarantee payment of all additional fees and charges to be incurred, in accordance with the provisions of Section 917 of this ordinance.

1006 RECORDING OF FEES AND CHARGES

- A. The IRWD may keep a permanent record and account of all fees and charges received under this ordinance.
- B. Record information shall include, but is not limited to:
 - 1. Name and address of user.
 - 2. Date and amount of fee or charge.
 - 3. Purpose for which fees or charges were paid.

**ARTICLE 11
SEVERABILITY**

1101 SEVERABILITY

- A. If any provisions of this ordinance or the application thereof to any users or circumstances is held invalid, unenforceable, or unconstitutional by any court of competent jurisdiction, the remainder of this ordinance or the application of such provision to other users or other circumstances shall not be affected.
- B. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance. The Board declares that they would have passed said ordinance by section, subsection, sentence, clause or phrase thereof.

**ARTICLE 12
REPEAL**

1201 REPEAL

- A. Ordinance No. ~~2011-XX96-12-1 adopted by LAWD~~ is hereby repealed in its entirety.
- B. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent that they are inconsistent with the provisions of this ordinance.

**ARTICLE 13
EFFECTIVE DATE**

1301 EFFECTIVE DATE

- A. This ordinance shall become effective thirty (30) days after adoption. The Secretary of IRWD is directed to certify to the adoption of this ordinance and to cause a summary hereof to be published in a newspaper of general circulation as required by law.
- B. Amendments to this ordinance shall become effective thirty (30) days after their adoption.

PASSED AND ADOPTED by the Board of Directors of the Irvine Ranch Water District this _____ day of _____, ~~2015~~2014.

IRVINE RANCH WATER DISTRICT

Dated _____

by _____
President

Dated _____

by _____
Secretary

EXHIBIT "B"

SUMMARY OF REVISIONS TO IRVINE RANCH WATER DISTRICT WASTE DISCHARGE PRETREATMENT AND SOURCE CONTROL PROGRAM, AS SET FORTH IN AN ORDINANCE OF REGULATIONS FOR THE DISCHARGE OF WASTEWATER TO SEWERAGE FACILITIES OF THE IRVINE RANCH WATER DISTRICT THAT ARE TRIBUTARY TO THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

Throughout the document, all references to "Los Alisos Wastewater Reclamation Plant" have been changed to "Los Alisos Water Recycling Plant" to reflect the current name of the facility.

Section 814-Notification of the Discharge of Hazardous Waste (40 CFR 403.12(p)(1). This is a new section that has been added that is consistent with the wording in 40 CFR 403.12(p)(1) and the US Environmental Protection Agency's (EPA) Model Pretreatment Ordinance (January 2007). The new section requires industrial wastewater dischargers to notify IRWD, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge to the sewer system of a substance, if otherwise disposed of, would be considered a hazardous waste under 40 CFR 261. The section describes what information the notification must include, frequency of notifications and under what circumstances notifications need to be made.

March 9, 2015

Prepared and

Submitted by: L. Bonkowski *LB*

Approved by: P. Cook *P. Cook*

CONSENT CALENDAR

MINUTES OF BOARD MEETING

SUMMARY:

Provided are the minutes of the February 9, 2015 Regular Board Meeting minutes for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE FEBRUARY 9, 2015 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – Minutes of February 9, 2015 Regular Board Meeting

EXHIBIT "A"

MINUTES OF REGULAR MEETING – FEBRUARY 9, 2015

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by President LaMar on February 9, 2015 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

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

Directors Absent: None.

Also Present: General Manager Cook, Executive Director of Engineering and Water Quality Burton, Executive Director of Finance Clary, Executive Director of Operations Sheilds, Executive Director of Water Policy Weghorst, Director of Human Resources Roney, Legal Counsel Arneson, Secretary Bonkowski, Mr. Ray Bennett, Ms. Christine Compton, Mr. Jim Reed, Mr. Lars Oldewage, Mr. Dane Johnson, Ms. Amy McNulty, Mr. Barkev Maserlian, Mr. Joe Constantino, Mr. Bruce Newell and other members of the public and staff.

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION: None.

CONSENT CALENDAR

On MOTION by Withers, seconded and unanimously carried, CONSENT CALENDAR ITEMS 3 THROUGH 13 WERE APPROVED AS FOLLOWS:

3. MINUTES OF BOARD MEETINGS

Recommendation: That the minutes of the January 12, 2015 Regular Board Meeting and the January 26, 2015 Special Board Meeting be approved as presented.

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

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

5. IRVINE RANCH WATER DISTRICT STRATEGIC MEASURES

Recommendation: That the Board receive and file the report.

6. 2015 INDEX TENDER NOTES REMARKETING

Recommendation: That the Board approve the 2015 Index Tender Notes Remarketing Statements and adopt the following resolution by title approving remarketing statements relating to unscheduled mandatory tenders (Refunding Series 2011-A-Land Refunding Series 2011-A-2).

CONSENT CALENDAR (CONTINUED)

RESOLUTION NO. 2015-3

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)

7. DECEMBER 2014 TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the Monthly Interest Rate Swap Summary for December 2014, and Disclosure Report of Reimbursements to Board members and staff; approve the December 2014 Summary of Payroll Ach Payments in the total amount of \$1,490,778 and approve the December 2014 Accounts Payable Disbursement Summary of Warrants 354105 through 354854, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$28,226,339.

8. 2015 STATE LEGISLATIVE UPDATE

Recommendation: That the Board adopt a position in *support* of the State Water Resources Control Board (SWRCB) increasing the per project cap on recycled water grants above the current \$5,000,000 limit for Proposition 1 Funding; adopt a position in *support* of the SWRCB allocating a larger percentage of Proposition 1 recycled water funds to grants instead of loans; and continue to engage in discussions with the WateReuse Association of California, decision makers at the SWRCB and key stakeholders on identifying a solution to storm-induced overflow restrictions on recycled water impoundments.

9. 2014 SEWER REHABILITATION FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the 2014 Sewer Rehabilitation, project 21166 (5098); authorize the General Manager to file a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

10. WELL 115 REPLACEMENT WELL DRILLING AND EQUIPPING FINAL ACCEPTANCE

Recommendation: That the Board authorize the General Manager to accept construction of Well 115 replacement well drilling and equipping, project 11627 (3717); authorize the General Manager to file a Notice of Completion; and authorize the release of retention 35 days after filing of the Notice of Completion.

CONSENT CALENDAR (CONTINUED)

11. SYPHON RESERVOIR SLIDE GATE REPLACEMENT BUDGET ADDITION

Recommendation: That the Board authorize the addition of project 30530 (6055) in the amount of \$99,000 to the Fiscal Year 2014-15 Capital Budget for the Syphon Reservoir Slide Gate Replacement project.

12. AMENDMENT NO. 1 TO PETERS CANYON CHANNEL WATER CAPTURE AND REUSE PIPELINE PROJECT AGREEMENT

Recommendation: That the Board authorize the General Manager to execute Amendment No. 1 to the Peters Canyon Channel Water Capture and Reuse Pipeline Agreement with the cities of Irvine and Tustin, the County of Orange and the California Department of Transportation, subject to non-substantial changes.

13. BUREAU OF RECLAMATION WATERSMART GRANT APPLICATION

Recommendation: That the Board authorize staff to apply for a Bureau of Reclamation WaterSMART Grant with a maximum award of \$300,000 in total funding to improve water and energy use efficiency; commit to authorizing matching funds of at least 50% of the project cost; authorize the General Manager to execute a related agreement to receive funding; and adopt the following resolution by title authorizing submission of a grant application for the water and energy residential resource savings program to the Department of the Interior, Bureau of Reclamation, Policy and Administration.

RESOLUTION NO. 2015 - 4

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT AUTHORIZING
SUBMISSION OF A GRANT APPLICATION FOR
THE WATER AND ENERGY RESIDENTIAL RESOURCE
SAVINGS PROGRAM TO THE DEPARTMENT OF
THE INTERIOR, BUREAU OF RECLAMATION, POLICY
AND ADMINISTRATION

ACTION CALENDAR

ORDINANCE AMENDING REGULATIONS FOR WASTEWATER DISCHARGES TO IRWD SEWERAGE FACILITIES TRIBUTARY TO SOUTH ORANGE COUNTY WASTEWATER AUTHORITY FIRST READING AND INTRODUCTION

General Manager Cook reported that the current IRWD regulations to control industrial discharges to IRWD sewerage facilities tributary to the South Orange County Wastewater Authority (SOCWA) were last amended in 2011. Mr. Cook said that periodic amendments to these regulations are needed to incorporate the requirements of new state and federal pretreatment regulations to address changes in administrative procedures and/or as a result of regulatory audits.

He said the ordinance is a two-step process, and that tonight staff recommends the Board direct the District Secretary to read the Ordinance by title only, waive further reading of the Ordinance, and place the Ordinance on the agenda for the March 9, 2015 Board meeting for a second reading, hearing, and adoption.

On MOTION by Matheis, seconded and unanimously carried, THE BOARD DIRECTED THE SECRETARY TO READ BY TITLE ONLY, WAIVED FURTHER READING OF THE ORDINANCE, AND DIRECTED THE DISTRICT SECRETARY TO PLACE THE ORDINANCE ON THE AGENDA FOR THE MARCH 9, 2015 MEETING OF THE BOARD OF DIRECTORS FOR A SECOND READING, HEARING AND ADOPTION. Secretary Bonkowski then read the title of the proposed Ordinance.

ON-CALL CONSTRUCTION INSPECTION SERVICES

General Manager Cook reported that the current construction inspection workload for capital, development and operational improvement projects continues to exceed a level that can be supported by the District's inspection staff. The District's construction inspection group has consisted of four staff inspectors and three on-call consultant inspectors from Anderson Penna. This team of seven inspectors is responsible for the inspection, field coordination, documentation and record-drawing preparation of over 280 active projects spread across the District. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CIVILSOURCE IN THE AMOUNT OF \$815,360 FOR ON-CALL CONSTRUCTION INSPECTION SERVICES FOR TWO INSPECTORS FOR A TWO-YEAR PERIOD.

FOURTH AMENDMENT TO AGREEMENT FOR PARTICIPATION AND FUNDING IN SPECIFIED MWDOC REBATE PROGRAMS

General Manager Cook reported that the IRWD Water Conservation Plan includes a "Tactical Incentives" element to encourage customers to install water conservation devices. Mr. Cook said that incentive payments are based on IRWD's calculated avoided costs and are cost-effective for IRWD. As a result of a significant uptake in program participation, program funds will be depleted before the end of Fiscal Year (FY) 2014-15. Staff proposes adding \$650,000 in funding to the rebate program for the current fiscal year in order to prevent program disruptions and to maintain the same level of funding for rebated devices for IRWD customers.

Ms. Amy McNulty reported that IRWD provides funding for high efficiency toilets (HET) and high efficiency clothes washers (HECW) as part of the Residential Rebate Program. Ms. McNulty said that participation rates in the Residential Rebate Program have significantly increased this year due to Metropolitan Water District's program outreach campaign and IRWD's enhanced outreach efforts including workshops, presentations and other marketing campaigns that have been implemented in response to the drought. She said that as of January 12, 2015 only \$60,000 remained in the Residential Rebate Program budget. Compared to the same time period last fiscal year, application rates increased 300% for HETs and 142% for HECWs. She said that if participation during the remainder of the year occurs at the same rate experienced in July 2014 to January 2015, the total projected need for additional IRWD tactical incentive funding for the Residential Rebate Program will be \$275,000 along with \$375,000 for the Commercial Rebate program. This would increase the

total IRWD Residential and Commercial Rebate Program funding requirement for a total of \$650,000 respectively for FY 2014-15. Following the Board's inquiries, staff was asked to conduct an analysis on: 1) how many toilets and clothes washers have been retrofitted; 2) how many gallons of water have been saved per flush; and 3) effectiveness of UCI housing toilets. Director Swan suggested that since IRWD owns a number of commercial units, staff should also follow-up with these properties for retrofits.

Director Matheis reported that this item was reviewed and approved by the Water Resources Policy and Communications Committee on February 4, 2015. On MOTION by Matheis, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT FOR PARTICIPATION AND FUNDING BY IRVINE RANCH WATER DISTRICT IN SPECIFIED MUNICIPAL WATER DISTRICT OF ORANGE COUNTY REBATE PROGRAMS AND TO ADD \$650,000 IN FUNDING FOR FISCAL YEAR 2014-15 SUBJECT TO NON-SUBSTANTIVE CHANGES.

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

Executive Director of Engineering and Water Quality Burton reported that Filanc/Balfour-Beatty (FBB) is constructing the Michelson Water Recycling Plant (MWRP) Biosolids and Energy Recovery Facilities (Biosolids Project). Mr. Burton said that staff has negotiated with FBB to resolve several items in Contract Change Order (CCO) No. 22. He provided a summary of the larger cost items and a listing of the remaining items as follows: 1) FBB's electrical and instrumentation subcontractor identified that the design included many conduits overfilled with electrical conductors. The cost related to these modifications is \$485,250.28; 2) The pre-negotiated price assumed a certain time period during which Andritz would design, manufacture, and deliver the equipment. The delivery date was not explicitly called out in the contract specifications but was assumed by Andritz to be in the summer of 2014 timeframe. FBB's schedule calls for delivery of the dryer in June 2015. IRWD and Andritz mutually agreed to an increase of their costs due to the later delivery date. The increased cost is based on the Producer Price Index increase over the prior three-year period, which was 2.36%. The total material escalation cost including tax and contractor markup is \$333,477.50; 3) During submittal review of the sludge density meters, it was discovered that the specified meters were not glass-lined. Glass-lining the 11 meters will provide a longer service life due to the abrasive nature of the sludge being measured before and after processing through the centrifuges. The cost of lining the meters is \$71,010.74; 4) During submittal review it was discovered that FBB did not bid Switchgear-16 with a painted steel enclosure. The Contract Documents were not clear on the enclosure requirements which led to this situation. The cost of the enclosure is \$56,882.30. Mr. Burton further reported on the time extension for this project within the change order which is extended 5.5 months for Milestone 1 and 2 and another six months for Milestone 3.

Following discussion, Director Reinhart said that this item was reviewed and approved by the Engineering and Operations Committee on January 20, 2015. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD APPROVED CONTRACT CHANGE ORDER NO. 22 IN THE AMOUNT OF \$964,324.51 FOR MODIFICATIONS TO THE ELECTRICAL CONDUIT OVERFILL, MATERIAL ESCALATION COSTS RELATED TO THE HEAT DRYER, ADDITION OF GLASS-LINING TO DENSITY METERS, ADDITION OF AN ENCLOSURE TO SWITCHGEAR-16, AND VARIOUS OTHER PROJECT-RELATED ITEMS WITH FILANC/BALFOUR-BEATTY FOR THE MWRP BIOSOLIDS AND ENERGY RECOVERY FACILITIES, PROJECT 20847 (1617).

DROUGHT RELIEF PROJECT COST SHARING AGREEMENT AND STRAND OPERATING AGREEMENT AMENDMENT NO. 1

A PowerPoint presentation was placed before each Director. Executive Director of Water Policy Weghorst provided an overview of the drought relief project which will include the construction of 11 wells and associated conveyance facilities within the Rosedale service area. Mr. Weghorst said that three of the wells will be for IRWD's use in conjunction with the Strand Ranch Integrated Banking Project and will be included within the Superior East and Superior West Well Fields comprising six wells in the Drought Relief Project. Rosedale will design and construct the well fields, and IRWD and CLWA each will each have first priority access to three wells or one-half of the total developed recovery capacity of six wells. Rosedale will also design and construct conveyance facilities to deliver recovered water to the Cross Valley Canal (CVC) and will construct its own wells as part of the Project. The well and wellhead facilities that will be constructed for IRWD's use will meet IRWD specifications and the conveyance facilities to the CVC will be oversized to accommodate flows from four additional wells.

Mr. Weghorst said that revised drafts of the Agreement were reviewed with the Committee on December 16, 2014 and on January 27, 2015. At these meetings, the Committee also reviewed the draft Amendment No. 1 to the Strand Operating Agreement which establishes the framework for operations of IRWD's capacities in the Drought Relief Project facilities to be consistent with existing Strand Operating Agreement. Staff has worked closely with Rosedale in addressing the detailed operation of the proposed facilities in the draft Amendment No. 1.

Mr. Weghorst then reviewed the key provisions to the Cost Sharing Agreement which include: 1) Rosedale shall prepare the plans and specifications; 2) IRWD and CLWA will provide input on design criteria; 3) Rosedale's operation and maintenance of IRWD's portion of the Drought Relief Project facilities will be consistent with the Strand Operating Agreement including the Amendment No. 1 to the Agreement; 4) Rosedale will pursue ownership of the sixth site anticipated to be at no cost; 5) termination provisions are included at the basis of design and bid phases that allow each agency an opportunity to assess the feasibility and cost of the project facilities prior to committing to construction; 6) equipping of the six wells to be constructed for CLWA and IRWD will be addressed under a separate agreement among the parties or an amendment to the Cost Sharing Agreement; 7) IRWD's approval will be necessary for any construction change order that exceeds \$100,000 or that causes the total costs of the project to exceed 15% of the contract price; 8) within 30 days of the execution of the Cost Sharing Agreement, IRWD will make a payment to Rosedale of \$1,000,000 to establish a cash flow account for IRWD's portion of the project; 9) Rosedale will invoice IRWD monthly with supporting documentations for actual costs attributed to IRWD's portion of the project; and 10) any litigation costs associated with CEQA challenges will be paid by the parties benefitting.

Mr. Weghorst reviewed the key provisions of the Amendment No. 1 to the Strand Operating Agreement are as follows: 1) specifies IRWD's rights to well and pipeline capacities; 2) incorporates Rosedale's interim/Long Term Project Recovery Operations Plan; 3) requires Rosedale to cooperate to exchange water to facilitate IRWD recovery rights at no cost; 4) Rosedale will make best efforts to provide peaking capacity to IRWD above 40 cfs from the Strand Ranch; and 5) if the Strand Operating Agreement is not extended, Rosedale will reimburse IRWD for underappreciated value.

Mr. Weghorst further reviewed the sharing of costs associated with the equipping of the six Superior East and West wells for IRWD and CLWA and the construction of all water conveyance facilities which will be addressed under an amendment to the Cost Sharing Agreement once refined designs and engineers' estimates for these facilities are available. He said staff expects that Rosedale will go out to bid for the equipping of the Superior East and West wells and the construction of conveyance pipelines for IRWD and CLWA in mid to late 2015. A contract for the construction of the Central Intake Pipeline conveyance will not be awarded until after the Stockdale EIR is certified which is expected to occur in late May 2015.

Director Swan said that this item was reviewed and approved by the Water Banking Committee on January 27, 2015. On MOTION by Swan, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE DROUGHT RELIEF PROJECT COST SHARING AGREEMENT SUBJECT TO NON-SUBSTANTIVE CHANGES; APPROVE THE ADDITION OF PROJECT 11812 (6023) TO THE FY 2014-15 CAPITAL BUDGET IN THE AMOUNT OF \$4,229,500 FOR IRWD'S SHARE OF COSTS FOR PROJECT ADMINISTRATION, ENVIRONMENTAL COMPLIANCE, SECURING RIGHTS OF WAY AND EASEMENTS, DESIGN, WELL DRILLING AND WELL CONSTRUCTION FOR THE ROSEDALE DROUGHT RELIEF PROJECT; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT AND IRVINE RANCH WATER DISTRICT FOR A WATER BANKING AND EXCHANGE PROGRAM SUBJECT TO NON-SUBSTANTIVE CHANGES.

OTHER BUSINESS

GENERAL MANAGER'S REPORT

General Manager Cook reported on Orange Park Acres' annual meeting where IRWD staff provided information relative to the OPA's transition into IRWD's rate structure this fiscal year.

DIRECTORS' COMMENTS

Director Withers reported on his attendance at an OCSD Legislative Committee meeting where they discussed Board member orientation and a MWDOC Policy dinner. He said that he will be attending a LAFCO meeting this Wednesday relative to the EOCWD Municipal Service Review. He further noted that later this month he will be attending the City of Irvine's State of the City address.

Director Swan reported on his attendance at a WACO monthly meeting; a MWDOC Water Policy forum; OCWD meetings; a meeting with IRWD staff relative to cost of service; an ACWA Board meeting, and a Southern California Dialogue meeting. He further said that he will be attending an ACWA Region 10 Board meeting tomorrow.

Director Reinhart reported on his attendance at a WACO monthly meeting, a MWDOC Water Policy Forum meeting, a SOCWA Board meeting where biosolids were discussed, and a MWDOC Board workshop.

Director Matheis reported that she attended a quarterly Shadetree Partnership Board meeting and complimented both Mr. Tom Bonkowski and Mr. Dave Asman on the success of the nursery where they have orchestrated the growing of over 7,000 nursery stock for the MWRP Phase II expansion along with growing and providing stock to various IRWD sites on an ongoing basis. She also noted how successful the volunteer effort is at its nursery along with Eagle Scout programs constructing various improvements.

Ms. Matheis further reported on her attendance at the MWDOC Water Policy Forum meeting, a WACO meeting, a meeting with State Assembly Member Bill Brough; and a City of Orange Board meeting that she and General Manager Cook attended.

Director LaMar reported on his attendance at a COAST meeting at the Orange County Fire Authority where they discussed a gold-spotted beetle which is devastating a large number of trees in San Diego county; a MWDOC Water Policy Forum meeting, a monthly WACO meeting, an OCBC meeting, and a meeting with State Assembly Member Bill Brough.

IRWD's Consultant Bruce Newell reported on his attendance at a Canyon League meeting on behalf of IRWD.

IRWD's consultant Jim Reed reported on his attendance at an OCWA luncheon, a SOCWA Board meeting, an ISDOC quarterly meeting, a WACO monthly meeting, and a City of Lake Forest Council meeting on behalf of IRWD.

RECESS – President LaMar recessed the Board meeting at 6:25 p.m. to hold Special Corporation meetings for Bardeen Partners, Inc., Improvement Corporation, and Water Services Corporation LLC.

RECONVENE - President LaMar reconvened the Board meeting with all Directors present.

CLOSED SESSION

President LaMar then said that the Board would hold the following Closed Sessions:

- 1) CONFERENCE WITH LEGAL COUNSEL RELATIVE TO INITIATION OF LITIGATION - Government Code Section 54956.9(d)(4) - one potential case.
- 2) CONFERENCE WITH LEGAL COUNSEL RELATIVE TO ANTICIPATED LITIGATION – Government Code Section 54956.9(d)(2) – significant exposure to litigation (one potential case – BKK Working Group notification to IRWD of potential liability, claim and/or litigation on file with the District).
- 3) CONFERENCE WITH REAL PROPERTY NEGOTIATOR RELATIVE TO Government Code Section 54956.8

Property: OCSD Service Area 7 Sewer Infrastructure
Agency Negotiator: Paul Cook, General Manager
Purpose of Negotiations: Proposed Acquisition of Property - Price and terms

OPEN SESSION

Following the Closed Session, the meeting was reconvened with all Directors present. President LaMar said that there was no action to report from the Closed Session items Nos. 1 and 2.

For item No. 3 relative to Government Code Section 54956.8 with CONFERENCE WITH REAL PROPERTY NEGOTIATOR, on MOTION and unanimously carried, THE BOARD AUTHORIZED STAFF TO SUBMIT AN APPLICATION TO THE ORANGE COUNTY LOCAL AGENCY FORMATION COMMISSION TO EXPAND THE IRVINE RANCH WATER DISTRICT'S SPHERE OF INFLUENCE AND DISTRICT BOUNDARY FOR THE PURPOSES OF OWNERSHIP AND OPERATIONS OF SEWER COLLECTION FACILITIES IN THE ORANGE COUNTY SANITATION DISTRICT'S SERVICE AREA NO. 7."

ADJOURNMENT

There being no further business, President LaMar adjourned the meeting at 8:00 p.m.

APPROVED and SIGNED this 9th day of March, 2015.

President, IRVINE RANCH WATER DISTRICT

Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

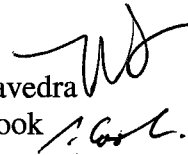
Legal Counsel - Bowie, Arneson,
Wiles & Giannone

March 9, 2015

Prepared and

Submitted by: N. Savedra

Approved by: P. Cook



CONSENT CALENDAR

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

SUMMARY:

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

Events/Meetings

Steven LaMar

3/16/15 Monthly Discussion w/General Manager Paul Cook regarding District Activities

Mary Aileen Matheis

3/04-06/15 Urban Water Institute Spring Water Conference, Palm Springs, CA
3/24-25/15 Water Education Foundation-Executive Briefing, Sacramento, CA

Douglas Reinhart

3/04-06/15 Urban Water Institute Spring Water Conference, Palm Springs, CA
3/15-17/15 WaterReuse California Annual Conference, Los Angeles, CA
3/24/15 South Orange County Agencies Meeting

Peer Swan

3/04/15 ACWA 2015 Legislative Symposium, Sacramento, CA.
3/11/15 ACWA Energy Committee Meeting, Sacramento, CA
3/25/15 Southern California Water Dialogue Meeting
3/26-27/15 ACWA Board of Directors Meeting, Sacramento, CA

John Withers

2/18/15 Orange County Water Association February Meeting
2/26/15 Orange County Collaborate Services Summit Program

RECOMMENDATION:

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

Board Mtgs Events.doc

March 9, 2015

Prepared and

submitted by: K. Burton 

Approved by: Paul Cook 

CONSENT CALENDAR

2015 PROJECT MANUAL

SUMMARY:

The District's standard form construction contract documents consist of the plans for the project, Project Manual and Construction Manual. The Project Manual, excluding the Special Provisions, Project Technical Specifications and Appendix, was last revised in January 2013. Staff recommends that the Board rescind Resolution No. 2013-4 and adopt a resolution revising the Project Manual subject to non-substantive revisions.

BACKGROUND:

The District's standard form construction contract documents consist of the plans for the project, Project Manual and Construction Manual. Contents of the Project and Construction Manuals include:

Project Manual

Instruction to Bidders

Notice Inviting Bids

Bid Form

Agreement, Bonds and Insurance

General Provisions

Special Provisions

General Requirements

Project Technical Specifications

Appendix

Construction Manual

General Technical Specifications

Standard Drawings

The manuals are revised periodically, with revisions to the Project manual, excluding the Special Provisions, Project Technical Specifications and Appendix, being approved by resolution as required by the District's Policy for Competitive Bidding. The Project Manual was last revised in January 2013. The plans are project-specific and the Construction Manual is updated as necessary to incorporate changes to the District's General Technical Specifications and Standard Drawings. Project plans and the Construction Manual are approved by the General Manager and/or the Executive Director of Engineering and Water Quality.

The 2015 Project Manual incorporates several new public works contracting requirements that were enacted as part of AB 44 (2013) and SB 854 (2014). The significant new requirements include that subcontractors' California license numbers must now be provided as part of a bid, contractors and subcontractors must register with the Department of Industrial Relations to bid, be listed or work on public works, and bid invitations and contract documents must state that the contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition, the Bid Forms have been redesigned to clarify and reduce the information required to be submitted as part of a bid and thus minimize the occurrence of repeated bid irregularities, the standard ACORD insurance forms have been updated, and several minor edits to the General Provisions were incorporated to address needed clarifications identified since January 2013.

Staff recommends that the Board rescind Resolution No. 2013-4 and adopt a resolution revising the Project Manual subject to non-substantive revisions. A copy of the Resolution is attached as Exhibit "A". An edited version of the 2015 Project Manual, with all revisions shown in "track changes" mode, is attached as Exhibit "B". All revisions have been reviewed by the District's legal counsel.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on February 17, 2015.

RECOMMENDATION:

That the Board adopt the following resolution by title revising the District's 2015 Project Manual subject to non-substantive changes:

RESOLUTION NO. 2015 -

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY,
CALIFORNIA, RESCINDING RESOLUTION NO. 2013-4
AND REVISING STANDARD FORM CONSTRUCTION
CONTRACT DOCUMENTS

LIST OF EXHIBITS:

Exhibit "A" – Resolution
Exhibit "B" – 2015 Project Manual

EXHIBIT "A"

RESOLUTION NO. 2015 -

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY,
CALIFORNIA, RESCINDING RESOLUTION NO. 2013-4
AND REVISING STANDARD FORM CONSTRUCTION
CONTRACT DOCUMENTS

WHEREAS, Irvine Ranch Water District (IRWD) is a California Water District, organized and existing under the California Water District Law; and

WHEREAS, the Board of Directors previously adopted on January 28, 2013 standard form construction contract documents which have undergone minor additions and deletions; and

WHEREAS, the "IRWD Project Manual", which includes General Provisions, has been rewritten, including revisions to reflect the latest legislative changes and statutes, and "The IRWD Construction Manual", which includes General Technical Specifications and Standard Drawings, is revised on an ongoing basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of IRWD as follow:

Section 1. That the Project Manual of Irvine Ranch Water District as set forth in Exhibit "A" attached hereto, (excluding the Special Provisions, Project Technical Specifications and Appendix) be and hereby are approved and adopted.

Section 2. The General Manager and/or the Executive Director of Engineering and Water Quality are hereby authorized to make and approve amendments to the General Technical Specifications and Standard Drawings as contained in ongoing revisions of the District's Construction Manual. The General Manager shall make periodic reports to the Board of Directors relative to such changes which have been approved.

Section 3. That Resolution No. 2013-4 adopted on January 28, 2013 be rescinded in its entirety.

ADOPTED, SIGNED AND APPROVED this 9th day of March 2015.

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

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

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

PROJECT MANUAL

FOR

PROJECT NO. _____ (____)

CODE _____



PROJECT MANUAL

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Bid Documents

Agreement, Bonds, and Insurance

General Provisions

Section 0 – Special Provisions

Project Technical Specifications

Section 1	General Requirements
Sections 2-17	Technical Specifications

Appendix

BID DOCUMENTS

Contents

Notice Inviting Sealed Proposals (Bids)

Instructions to Bidders

Bid Form

Bid Bond

NOTICE INVITING SEALED PROPOSALS (BIDS)

FOR THE

PROJECT NO. ____ (____)

IRVINE RANCH WATER DISTRICT

NOTICE IS HEREBY GIVEN that the Irvine Ranch Water District invites and will receive sealed proposals ("Bids") up to the hour of __:00 _M on the __ day of _____, 20__, at the office of the Irvine Ranch Water District ("DISTRICT"), as given below, for furnishing to DISTRICT all transportation, materials, equipment, labor, services, and supplies necessary to construct the Work for DISTRICT, at which time the Bids will be publicly opened and read aloud at the office of

IRVINE RANCH WATER DISTRICT
15600 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

Prospective bidders must be on the Bidders List accompanying this Notice. Bids will not be accepted from bidders that are not on the Bidders List. Prequalification to be placed on the Bidders List for this project is closed.

Bids may be delivered to the Engineering Counter at the address listed above, or express mailed to the above address, or sent by regular mail to: Irvine Ranch Water District, P.O. Box 57000, Irvine, CA 92619-7000, Attention: _____. Regardless of delivery method, proposals received after the deadline listed above will not be opened.

The bids shall conform to and be responsive to all of the Contract Documents for the Work as heretofore approved by DISTRICT and must be accompanied by the security referred to in the Instructions to Bidders.

The Contract Documents consist of the IRWD Construction Manual, the Project Manual, and the Plans. The IRWD Construction Manual, which consists of IRWD standard drawings and standard technical specifications, may be downloaded free of charge at www.irwd.com. Complete sets of the Project Manual and Plans may be purchased from SABP Reprographics, 2372 Morse Avenue, Irvine, California 92614, (949) 756-1001, ~~Attention Colleen Howes~~. This cost is not refundable regardless of whether the plans and specifications are returned to DISTRICT.

Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Work is to be performed and DISTRICT has adopted said prevailing rate of wages. A copy of the prevailing wage rates can be found on-line with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by CONTRACTOR.

It shall be mandatory for the bidder to whom the Work is awarded, and upon any subcontractor under the successful bidder, to pay not less than the specified rates to all workers employed by them in the execution of the Work. [The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.](#)

[Qualification to bid on this project or to be listed as a subcontractor \(if required in Part C of the Statements By Bidder\), or to engage in the performance of any of the Work requires proof of the contractor's or subcontractor's current registration and qualification to perform public work pursuant to Labor Code Section 1725.5. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's or subcontractor's current registration.](#)

The Contractor to whom this project is awarded must possess a class _____ contractor's license, issued by the State of California, which is current and full.

The Contractor will be permitted to substitute securities for moneys withheld under this Agreement to ensure performance. Such substitution shall be subject to the provisions of Article 11.8 of the General Provisions of the Agreement. [A payment bond and performance bond are required to be provided by the Contractor.](#)

A pre-bid meeting and site visit will be held at the hour of ____:00 _M on the ____ day of _____, 20__, at _____.

SUBSTANTIALLY COMPLEX PROJECT FINDING

PROJECT NO. _____ (_____)

(Delete this page unless the Board has made a finding on the project complexity.)

DISTRICT’s Board of Directors on _____ approved the following finding during a properly noticed and normally scheduled public hearing and prior to bid: “That this project is substantially complex and therefore requires a higher retention amount than five (5) percent, and that the actual retention amount of _____ percent be established for this project.” All references in the Contract Documents indicating a five (5) percent retention amount are hereby superseded and replaced with the higher retention amount specified in the preceding sentence. The basis of the finding, including a description of the project and why it is a unique project that is not regularly, customarily or routinely performed by DISTRICT or licensed contractors, is set forth below.

Insert information from the Board write-up on the basis of the finding, including a description of the project and why it is a unique project that is not regularly, customarily or routinely performed by DISTRICT or licensed contractors.

BIDDERS LIST

PROJECT NO. ____ (____)

<i>Insert contractor names and addresses from District's Prequalified Contractor List</i>		

INSTRUCTIONS TO BIDDERS

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Bid Documents

Revised 3/15

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 PROPOSAL REQUIREMENTS AND CONDITIONS

1.1 Contract Documents

The documents that comprise the Contract Documents are set forth in the Agreement and the definition of "Contract Documents" in Article 1 of the General Provisions.

1.2 Contractor's License

No bid will be accepted from a Bidder who is not a licensed contractor in the State of California for the contracting class indicated in the Notice Inviting Sealed Proposals.

1.3 Proposals

1.3.1 Bids shall be made in accordance with the following: Bids shall be made upon the bid form furnished by DISTRICT. The bid form is a part of the Contract Documents. All bids shall be properly executed and with all items filled in; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately adjacent to the correction the initials of a person signing the bid. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the total amount of the bid shall be corrected.

1.3.2 Bids shall not contain any additional description or summaries of the work to be done. Alternative proposals will not be considered, except as called for. No oral, telegraphic, or telephonic proposals or modifications will be considered.

1.3.3 Bids shall be accompanied by a proposal guarantee in the form of cash, a cashier's or a certified check, or bidder's bond, in an amount not less than ten (10) percent of the amount of bid, made payable to or for the benefit of DISTRICT. The check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the Work, and in case of refusal or failure to enter into said contract and furnish the required bonds and insurance certificates and endorsements within fifteen (15) calendar days after Notice of Award by DISTRICT in writing, the check and the money represented by the check shall be forfeited to DISTRICT, or in the event that a bond is deposited, said bond shall be deemed to be forfeited. Forfeiture does not preclude DISTRICT from seeking all other remedies provided by law to recover losses sustained as a result of Bidder's failure to enter into the contract or to furnish the required bonds, insurance certificates and endorsements.

1.3.4 Bids shall be sealed in an envelope marked and addressed as stated in the Notice Inviting Sealed Proposals. Bids shall be delivered to the addressee at the location designated in the Notice Inviting Sealed Proposals on or before the day and hour set for the opening of bids in the Notice Inviting Sealed Proposals, and shall bear the name of the Bidder. It is the sole responsibility of the Bidder to see that their bid is delivered and received in proper time. Any bid received after the scheduled closing time for the receipt of bids shall be returned to the Bidder unopened.

1.3.5 Prospective bidders must be on the Bidders List accompanying the Notice Inviting Sealed Proposals. Bids will not be accepted from bidders that are not on the Bidders List. Prequalification to be placed on the Bidders List for this project is closed.

INSTRUCTIONS TO BIDDERS

1.4 Withdrawal of Bid

A Bidder may withdraw their bid either personally or by a signed written request delivered to DISTRICT any time prior to the scheduled time for opening of the bids.

1.5 Bidders Interested in More Than One Bid

No person, partnership, or corporation shall be allowed to make or file or be interested in more than one bid for the Work, unless alternative bids are called for. A person, partnership, or corporation submitting a subproposal to a Bidder, or who has quoted prices on material to a Bidder, is not disqualified from submitting a subproposal or quoting prices to other Bidders.

1.6 Interpretation of Plans and Other Documents

If any prospective Bidder is in doubt as to the true meaning of any part of the plans, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans and specifications or other Contract Documents, they may submit to DISTRICT a written request for an interpretation or correction. An interpretation or correction of the documents will be made solely at DISTRICT's discretion and only by addendum duly issued by DISTRICT; a copy of such addendum will be mailed or delivered to each person who has received a set of such documents. DISTRICT and the Engineer/Architect will not be responsible for any other explanation or interpretation of the documents.

1.7 Substitute and Or Equivalent Items

The contract, if awarded, will be on the basis of materials and equipment shown or specified in the Contract Documents without consideration of possible substitute or "or equivalent" items. Application for acceptance of a substitute or "or equivalent" item of material or equipment will not be considered by DISTRICT until after the effective date of the Agreement except as may be specified for major items of equipment in the Special Provisions. The procedure for submission of a request for substitution is set forth in the general provisions.

1.8 Engineer's Opinion of Probable Cost

The quantities of work to be done and materials to be furnished are approximate as shown in the Contract Documents and are given as a basis for comparison of bids only. DISTRICT does not expressly or by implication agree or represent that the actual amount of work will correspond with the engineer's opinion of probable cost.

1.9 Addenda

Addenda issued in writing before the time in which to submit bids expires shall be covered in the bid and shall form a part of the Contract Documents.

1.10 Registration To Perform Public Work

Qualification to bid on this project or be listed as a subcontractor, if required in Part C of the Statements By Bidder, requires proof of the contractor's or subcontractor's current registration and qualification to perform public work pursuant to Labor Code Section 1725.5. A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor's or subcontractor's current registration.

INSTRUCTIONS TO BIDDERS

ARTICLE 2 EXISTING CONDITIONS AND EXAMINATION OF CONTRACT DOCUMENTS

2.1 General

2.1.1 Any investigations and reports related to the Work are listed in the Special Provisions and are available for review at DISTRICT's office. Bidder should visit the project site prior to submitting a bid in order to confirm soil and groundwater conditions in the project area at the time of bidding. If additional information is required, it is recommended that it be obtained from a qualified soils engineer.

2.1.2 The Bidder shall ~~carefully~~ examine the Contract Documents and the site where the Work is to be performed. The submittal of a bid shall be conclusive evidence that the Bidder has investigated and has determined to their satisfaction the conditions to be encountered and the character, quality, and scope of the Work.

2.1.3 The plans for the Work show conditions as they are supposed or believed by DISTRICT to exist; but it is not represented or intended to be inferred that the conditions are actually existent. DISTRICT and the Engineer/Architect will not be liable for any loss sustained by CONTRACTOR as a result of any variance between the conditions as shown on the plans and the actual conditions revealed during the progress of the Work or otherwise.

2.1.4 Where DISTRICT or the Engineer/Architect or their consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, the records as to such investigations are available for inspection at the office of DISTRICT.

2.1.5 The records of such investigations are not a part of the Contract Documents and are available solely for the convenience of the Bidder or CONTRACTOR. It is expressly understood and agreed that DISTRICT, the Engineer/Architect, and their consultants assume no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations, the records, or of the interpretations set forth or made by DISTRICT's consultants, the Engineer/Architect or their consultants. There is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout the area, or any part of an area, or that unlooked for developments may not occur, or that materials other than, or in proportions different from, those indicated may not be encountered.

2.1.6 When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by DISTRICT, the Engineer/Architect, or their consultants is included with the Contract Documents it is expressly understood and agreed that said log of test borings does not constitute a part of the Agreement, that it represents only the opinion of DISTRICT or the Engineer/Architect or their consultants as to the character of the materials encountered by them in the test borings at the time they were made, that it is included in the plans only for the convenience of Bidders, and that their use is subject to all of the conditions and limitations set forth in this Article.

2.1.7 The availability or use of information described in this Article is not to be construed in any way as a waiver of the provisions of subparagraph 2.1.2 and a Bidder or CONTRACTOR is cautioned to make such independent investigations and examination as they deem necessary to satisfy themselves as to conditions to be encountered in the performance of the Work.

INSTRUCTIONS TO BIDDERS

2.1.8 No information derived from such inspection of records of investigations or compilation of records made by DISTRICT, the Engineer/Architect, or their consultants will in any way relieve the Bidder or CONTRACTOR from any risk or from properly fulfilling the terms of the Agreement.

ARTICLE 3 AWARD OF CONTRACT OR REJECTION OF BIDS

3.1 Award

3.1.1 The award of the Agreement, if it is awarded, will be to the lowest responsible Bidder complying with the instructions contained in the Contract Documents. DISTRICT, however, reserves the right ~~to select the schedules under which the bids are to be compared,~~ to reject any ~~and all bids,~~ and to waive any informality in bids received. If, in the judgment of DISTRICT, a bid is unbalanced or if the Bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid.

3.1.2 DISTRICT shall have sixty (60) days, unless otherwise specified in the Special Provisions, after the opening of bids within which to accept or reject the bids. No Bidder may withdraw their bid during said period. DISTRICT will return the proposal guarantees, except Bidders' bonds and any guarantees that have been forfeited, to the respective Bidders whose proposals they accompanied within ten (10) days after the execution of the Agreement by the successful Bidder or rejection of all bids.

3.1.3 Before award of the contract, any Bidder upon request shall furnish a recent statement of their financial condition and previous construction experience or such other evidence of their qualifications as may be requested by DISTRICT. Failure to do so upon request shall constitute grounds for rejection of the bid.

3.1.4 If ~~the~~ schedule of work items includes ~~alternative~~ bid items or schedule(s) of bid items that may be added to ("Additive Items~~additive items~~") or deducted from ("Deductive Items~~deductive items~~") the bids ~~(collectively, "Alternative Bid Items"),~~ the lowest responsible Bidder will be determined by adding all Additive Items to, and deducting all Deductive Items from, the total of the base bid ~~for the schedule and all Alternative Bid Items,~~ unless another method is provided in the Special Provisions. DISTRICT reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by DISTRICT, in its sole discretion, to be in DISTRICT's best interest.

3.2 Agreement and Bonds

3.2.1 The form of Agreement, bonds, and other documents that the successful Bidder, as CONTRACTOR, shall be required to execute are included in the Contract Documents and should be carefully examined by the Bidder.

3.2.2 The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a payment bond and a performance bond, each in an amount equal to one hundred (100) percent of the Contract Price. Said bonds shall be secured from a surety company satisfactory to DISTRICT and who is admitted and authorized to transact business in California. A certified copy of Power of Attorney must be attached to each bond. Said bonds shall continue in full force and effect for the guarantee period.

3.2.3 Should any surety or sureties be deemed unsatisfactory at any time by the DISTRICT, notice will be given CONTRACTOR to that effect, and CONTRACTOR shall substitute a new

INSTRUCTIONS TO BIDDERS

surety or sureties satisfactory to the DISTRICT. No further payment shall be deemed due or will be made under the Agreement until the new sureties qualify and are accepted by the DISTRICT.

3.2.4 All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Agreement, may be made without securing consent of the surety or sureties on the contract bonds.

3.3 Insurance Requirements

The successful Bidder will be required to furnish DISTRICT proof of full compliance with all insurance requirements as specified in the Articles on CONTRACTOR's Insurance in the General and Special Provisions. The form of certificates of insurance and endorsements which the successful Bidder, as CONTRACTOR, shall be required to furnish are included in the Contract Documents and should be carefully examined by the Bidder. No alteration or substitution of said forms will be allowed.

3.4 Execution of Agreement

The Agreement shall be signed by the successful Bidder and returned to DISTRICT, together with the contract bonds and certificates of insurance coverage and endorsements, within fifteen (15) calendar days after the mailing date of the Notice of Award. The date of commencement stated in the Notice of Award will constitute the beginning of the Contract Time. The Agreement, bonds, certificates of insurance and endorsements, and other documents to be executed by CONTRACTOR shall be executed and submitted in original-triplicate, two of which shall be filed with DISTRICT and one returned to CONTRACTOR after execution by DISTRICT. Following receipt and approval of the executed Contract Documents, DISTRICT will issue a Notice to Proceed. The receipt of the Notice to Proceed will be authorization for CONTRACTOR to begin work in the field and to start ordering of equipment and material.

3.5 Failure to Execute Agreement or Submit Insurance

3.5.1 Failure by a Bidder to whom the Work is awarded to execute the Agreement and file acceptable bonds and certificates of insurance coverage and endorsements as provided herein shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee, and shall make the Bidder liable to DISTRICT for all damages resulting from the failure, including reasonable attorneys' fees. The value of the proposal guarantee shall not be a limitation of damages.

3.5.2 The insurance certificates and endorsements included in the Contract Documents shall be completed, without alteration, to the satisfaction of DISTRICT or District's Representative, and submitted to DISTRICT by CONTRACTOR or CONTRACTOR's insurance company within fifteen (15) calendar days of the date of the Notice of Award. DISTRICT shall be allotted seven (7) calendar days for review of insurance documents. Additional time as may be required for transmittal and review of follow-up insurance submittals shall not result in an extension of the Contract Time. The insurance certificates and endorsements shall reflect coverage that complies with all insurance requirements in the general provisions and Special Provisions.

ARTICLE 4 ASSIGNMENT OF ANTITRUST ACTIONS

4.1 General

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have

Bid Documents

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INSTRUCTIONS TO BIDDERS

under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 5 MISCELLANEOUS

5.1 Bid Breakdown

Lump-sum and unit-price bid items shall be broken down as indicated on the bid form. CONTRACTOR may be directed to provide greater detail of the items making up the Contract Price prior to submission of the first Progress Payment Request as indicated in the General Provisions.

5.2 Contract Time

The Contract Time shall be as set forth in the Agreement.

5.3 Liquidated Damages

Liquidated damages shall be as set forth in the Agreement.

5.4 Unit Price Bid Item Quantities

It is understood that the unit price bid item quantities listed in the bid schedule(s) of work items are approximate only and are solely for the purpose of facilitating the comparison of bids, and that CONTRACTOR's compensation will be computed upon the basis of the actual quantities in the completed Work whether they be more or less than those shown in the bid.

~~5.4 Proposed Construction Schedule~~

~~Bids shall be accompanied by a proposed construction schedule showing the sequence of activities for completion of the work. The schedule shall be in bar chart format and shall include major construction activities, major equipment procurement and delivery activities, working time limits imposed by permits, and substantial and final completion milestones. Critical path tasks shall be identified on the schedule. Time shall be displayed in elapsed numerical days rather than calendar dates and shall equal the Contract Time. Failure to submit a schedule may render the bid non-responsive.~~

BID PROPOSAL

DOCUMENT CHECKLIST

PROJECT NO. _____ (____)

Bid proposals shall include the following documents:

- Bid Form
- Schedule of Work Items
- Statements by Bidder
- ~~Bid Security Declaration~~
- ~~Addenda Acknowledgement~~
- Certification of Bidders and Qualifications
- Safety Program Certification
- Non-Collusion Declaration
- Bid Security Declaration
- Bid Bond, Cash, or Certified Check

BID FORM

PROPOSAL TO

IRVINE RANCH WATER DISTRICT

PROJECT NO. _____ (____)

Name of Bidder: _____

Business Address: _____

Phone No. _____ **E-mail** _____

Type of firm: Individual Corporation Partnership
 Limited Liability Company Joint Venture

Contractor's License: Primary Class. _____ **License No.** _____

Department of Industrial Relations Registration No. _____

TO: BOARD OF DIRECTORS,
IRVINE RANCH WATER DISTRICT

Pursuant to and in compliance with your notice inviting sealed proposals (the "Bids") and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform the Work within the Contract Time stipulated in the Agreement, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner, all of the Work required by the Contract Documents, including Addenda, for the prices hereinafter set forth.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will execute an Agreement with DISTRICT in the form set forth in the Contract Documents and that bidder will accept in full payment thereof the following prices, to wit:

Bid Documents

Revised 3/15
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SCHEDULE OF WORK ITEMS

 PROJECT NO. ()

<u>Base Bid Items</u>			<u>Total</u>
<u>Item</u>	<u>Approx.</u>		<u>Amount</u>
<u>No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Dlrs./Cts.</u>
1-N		(PROJECT BID ITEMS AS REQUIRED)	\$
N+1		Trench Safety Measures	\$
N+2		Startup Testing	\$
N+3		Operation & Maintenance Manuals	\$
N+4		Final Record Drawings	\$
SUBTOTAL, Base Bid Items			\$
<u>Additive and Deductive Bid Items</u>			<u>Total</u>
<u>Item</u>	<u>Approx.</u>		<u>Amount</u>
<u>No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Dlrs./Cts.</u>
A-1		Builder's Risk Insurance	\$
A-2		Additive Bid Item No. 2	\$
D-1		Deductive Bid Item No. 1	\$
SUBTOTAL, Additive/Deductive Bid Items			\$
SUBTOTAL, Base Bid and Additive/Deductive Bid Items			\$
ADDITION (+) OR			\$+
DEDUCTION (-)*			\$-
TOTAL AMOUNT OF BID			\$

Fill in total amounts for Bid Item numbers N+2, N+3, and N+4 in blanks above; leave remaining blanks for CONTRACTOR to fill in.

*Provision is made here for the bidder to include an addition or deduction in their Bid, if bidder wishes, to reflect any last-minute adjustments in price. The addition or deduction, if made, will be proportionately applied to the progress payments for items _____, _____, and _____. (If no items are listed by the bidder, the addition or deduction shall be treated as a separate bid item, and payment or deduction for this item shall be proportionate to the percentage payment for completed work).

Signed this _____ day of _____, 20 _____

Name of Bidder

Signature of Bidder

Title of Signatory

C. Bidder shall indicate person who inspected site of the proposed Work here:

Name: _____ Date of Inspection: _____

D. Bidder shall indicate receipt of all addenda (if any) here:

Addenda Nos: _____

Signed this _____ day of _____, 20 _____

Name of Bidder

Signature of Bidder

Title of Signatory

CERTIFICATION OF BIDDER AND QUALIFICATIONS

PROJECT NO. ____ (____)

The undersigned bidder certifies that bidder is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that bidder is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The undersigned bidder certifies that it is not an ineligible contractor for the purposes of California Labor Code Section 1777.1 or 1777.7. The undersigned further certifies that no subcontractor to be used for the performance of the Work is an ineligible contractor for the purposes of Labor Code Section 1777.1 or 1777.7.

The bidder represents that bidder is competent, knowledgeable and has special skills regarding the nature, extent and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work which may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that bidder is aware of such peculiar risks and that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

Furthermore, Bidder hereby certifies to DISTRICT that all representations, certifications, and statements made by Bidder, as set forth in this bid, are true and correct and are made under penalty of perjury.

Signed this ____ day of _____, 20 __

Name of Bidder

Signature of Bidder

Title of Signatory

SAFETY PROGRAM CERTIFICATION

PROJECT NO. ____ (____)

CONTRACTOR acknowledges that CONTRACTOR has read Section 01410 of Division 1 – General Requirements, Construction Safety Procedures.

CONTRACTOR certifies to DISTRICT that CONTRACTOR’s SAFETY PROGRAM includes the following elements:

- Safety Policy
- Incident Investigation Program
- Safety Meeting Program
- Statistical Injury and Illness Data
- Safety Training Program and Records
- Disciplinary Procedures
- Safety Inspection Program
- OSHA T1 Annual Trench Excavation Permit: Permit No. _____

Signed this ____ day of _____, 20 __

Name of Bidder

Signature of Bidder

Title of Signatory

NON-COLLUSION DECLARATION

PROJECT NO. ____ (____)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Bidder

Signature of Bidder

Title of Signatory

BID SECURITY DECLARATION

PROJECT NO. ____ (____)

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the words "cash", "bidder's bond", "cashier's check", or "certified check", as the case may be) in an amount equal to at least ten percent (10%) of the total amount of the bid, payable in lawful money of the United States of America to the

IRVINE RANCH WATER DISTRICT

The undersigned deposits the security in the form set forth above as a proposal guarantee and agrees that it shall be forfeited to DISTRICT in case this is accepted by DISTRICT and the undersigned fails to execute an Agreement with DISTRICT as specified in the Contract Documents accompanied by the required payment and faithful performance bonds with sureties satisfactory to DISTRICT, and accompanied by the required certificates of insurance coverage and endorsements. Should DISTRICT be required to engage the services of an attorney(s) in connection with the enforcement of this Bid, bidder promises to pay all of DISTRICT's reasonable attorneys' fees and costs incurred with or without suit. The bidder's liability to DISTRICT for failure to do any of the foregoing shall not be limited to the amount of the deposited security in the form set forth above.

The names of all persons interested in the foregoing proposal as principals are as follows:

(NOTICE: If bidder or other interested person is a **corporation**, state legal name of corporation also names of the president, secretary, treasurer and manager thereof; if a **general partnership**, state true name of firm, also names of all individual partners and limited partners; if bidder or other interested person is an **individual**, state first and last names in full; if the bidder is a **joint venture**, state the complete name of each venture; if the bidder is a **limited liability company**, state the complete name of each manager and each member, and if the manager or member is a corporation, its president, secretary and treasurer, and state the complete name of the chief executive officer, if any, of the limited liability company).

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal, and _____ as Surety, are held and

firmly bound unto the

IRVINE RANCH WATER DISTRICT

hereinafter called DISTRICT, in the penal sum of

_____ Dollars (\$_____),

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted

the accompanying Bid dated _____, 20__, for the construction of:

PROJECT NO. ____ (____)

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period of time set forth in the Contract Documents, and shall within fifteen (15) calendar days after the prescribed forms are presented to the Principal for signature enter into a written contract with DISTRICT in accordance with the Bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the protection of laborers and material men, or in the event of the withdrawal of the Bid within the period specified, or the failure to enter into the Agreement, and give such bonds within the time specified, if the Principal shall within sixty (60) days after request by DISTRICT pay to DISTRICT the difference between the amount specified in the Bid and the amount for which DISTRICT may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and virtue.

Forfeiture of this bond shall not preclude DISTRICT from seeking any or all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing, and this bond shall not be a limitation on Principal's liability therefor.

It is further agreed that if DISTRICT is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees incurred with or without suit.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this day of _____, 20____, the name and corporate seal for each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Two Witnesses (if individual)

PRINCIPAL

By _____

Title _____

ATTEST: (if corporation, or limited liability company with officers)

Title

Corporate Seal

Attach acknowledgments of authorized representative of Principal.

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of agent or
representative in California,
if different from above)

_____ (telephone number of Surety
and agent of representative
in California)

SURETY

By _____

Title _____

ATTEST: (if corporation)

Title

Corporate Seal

Attach acknowledgments of authorized representatives of Surety.

AGREEMENT, BONDS, AND INSURANCE

Contents

Agreement

Performance Bond

Payment Bond

Contractor's Certificate Regarding Worker's Compensation

Certificates of Insurance and Endorsements

AGREEMENT

THIS AGREEMENT, made and entered into by and between the IRVINE RANCH WATER DISTRICT hereinafter referred to as "DISTRICT" and _____ a corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; a joint venture consisting of _____; a limited liability company consisting of _____; or an individual trading as _____; in the City of _____, County of _____, State of _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH: That DISTRICT and CONTRACTOR, for the consideration hereinafter named, agree as follows:

- 1. SCOPE OF WORK: CONTRACTOR will furnish all materials and will perform all of the work for the construction of:

PROJECT NO. ____ (____)

in accordance with the Contract Documents therefor.

- 2. CONTRACT TIME:
 - 2.1 The work shall be substantially completed within _____ calendar days from the date of the Notice of Award.
 - 2.2 For any early occupancy milestone described in Section 01700 of Division 1, General Requirements, CONTRACTOR shall achieve Substantial Completion of the milestone within the number of calendar days from the date of the Notice of Award, as set forth below:

Early Occupancy Milestone

Substantial Completion

()
()
()

() days
() days
() days

- 3. CONTRACT PRICE: DISTRICT will pay CONTRACTOR in accordance with the prices shown in the bid form.
- 4. PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions. The filing of the notice of completion by DISTRICT shall be preceded by final acceptance of the Work by DISTRICT.
- 5. LIQUIDATED DAMAGES:
 - 5.1 Liquidated Damages shall be assessed at the rate of \$_____ per calendar day, in accordance with the General Provisions.
 - 5.2 For any early occupancy milestone that is not Substantially Complete within the time set forth above, Liquidated Damages shall be assessed at the rates per calendar day listed below for each calendar day that expires after the time specified in paragraph 2.2 above, until the early occupancy milestone Work is Substantially Complete. Liquidated damages shall be assessed cumulatively for early occupancy milestones that are not substantially completed, as well as for substantial completion of the Work.

Early Occupancy Milestone

Liquidated Damages Per Day

()
()
()

(\$)
(\$)
(\$)

Fill in above early occupancy milestones, completion times and liquidated damage rates, if applicable. Delete paragraphs 2.2 and 5.2 if there are no early occupancy milestones.

- 6. COMPLIANCE WITH PUBLIC CONTRACTS LAW: DISTRICT is a public agency in the State of California and is subject to provisions of law relating to public contracts. It is agreed that all applicable provisions of law related to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONTRACTOR.
- 7. CONTRACT DOCUMENTS: The complete contract includes all the contract documents set forth herein, to wit: Project Manual, Construction Manual, Plans, Addenda, and supplemental agreements.

IN WITNESS WHEREOF, this agreement is executed by the General Manager and the Secretary of DISTRICT pursuant to Minutes of the meeting of the Board of Directors held on _____, authorizing the same, and CONTRACTOR has caused this agreement to be executed.

Dated: _____

IRVINE RANCH WATER DISTRICT
Owner

By _____
General Manager

ATTEST: _____
Secretary to the Board

(SEAL)

Dated: _____

Contractor

By _____

APPROVED:

Title _____

Attorney for District

(SEAL)

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
Secretary of _____, a _____ corporation;

That said corporation executed the foregoing Agreement as (*check only one*):

- CONTRACTOR,
- venturer of the joint venture named as CONTRACTOR in the foregoing Agreement,
- partner of the partnership named as CONTRACTOR in the foregoing Agreement,
- manager or member of the limited liability company named as CONTRACTOR in the foregoing Agreement;

that _____, who signed said agreement on behalf of CONTRACTOR was then _____ of said corporation; and that said corporation is in good standing; and that said contract was duly signed for and in behalf of CONTRACTOR by said corporation by express authority of its governing body and is within the scope of its corporate powers; and that if CONTRACTOR is a joint venture, partnership or limited liability company that includes said corporation, said corporation is CONTRACTOR's duly authorized signatory.

By _____

Bond No. _____

Premium \$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, THE Board of Directors of the

IRVINE RANCH WATER DISTRICT

by Minute Order at the meeting held the ___ day of _____, 20___, has awarded to

_____ hereinafter designed as the "Principal", a contract for the construction of:

PROJECT NO. _____ (____)

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract,

NOW, THEREFORE, we the Principal and

_____ as Surety, and held firmly bound unto the

IRVINE RANCH WATER DISTRICT

hereinafter called the "Obligee", in the penal sum of _____

_____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, the Obligee's Representative, the

Engineer/Architect and their consultants and each of their officers, directors, agents and employees, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue inclusive of the entire Contract guarantee period. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the Work to be performed thereunder, or the plans or specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice by District of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the plans or specifications. Principal and Surety agree that if Obligee is required to engage the services of an attorney(s) in connection with the enforcement of this bond, each shall also pay Obligee's reasonable attorneys' fees incurred with or without suit.

IN WITNESS WHEREOF, three counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20__.

APPROVED:

(Attorney for the District)

Principal
By _____
Title _____

Any Claims under this bond may be addressed to:

(Name and address of Surety)

(Name and Address of Agent or Representative in California, if different from above)

(Telephone Number of Surety and Agent or Representative in California)

Surety
(Attach Acknowledgment) By _____
Title _____

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be admitted and authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

PAYMENT BOND

We, _____

as Principal, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns,

as set forth herein, to the Irvine Ranch Water District (herein called Owner) for payment of the

penal of sum of _____ Dollars (\$ _____), lawful

money of the United States of America. Owner has awarded Principal a contract for the

construction of:

PROJECT NO. ____ (____)

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department Franchise Tax Board from wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice by District thereof.

Principal and Surety agree that should Owner become a party to any action on this bond that each will also pay Owner reasonable attorneys' fees incurred therein in addition to the sum above set forth.

Executed in three original counterparts on

_____, 20____.

(Seal of Corporation)

Principal

By _____

Title _____

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative in California,
if different from above)

(Telephone Number of Surety's
Agent in California)

(Attach Acknowledgment)

Surety

By _____
Attorney-in-Fact

APPROVED:

Attorney for District

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be admitted and authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

Description of Contract:

PROJECT NO. _____ (____)

California Labor Code Section 3700 provides:

"Every employer, except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees...."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing the performance of any and all work required under the terms and conditions of this Contract.

Dated: _____, 20__

Contractor

By _____

(SEAL)

(In accordance with Article 5 commencing at Section 1860, Chapter 1, Division 2, Part 7, of the California Labor Code, the above certificate must be signed and filed with the District (the awarding body) prior to performing any work under this contract.)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned By _____

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From the WCIRB's California Workers' Compensation Insurance Forms Manual © 2001.

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GENERAL PROVISIONS

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ARTICLE 1 DEFINITION

1.1 Definitions

Whenever the following terms occur in the Contract Documents, they shall have the meanings as set forth in this Article which shall be equally applicable in both the singular and plural forms of any of the defined terms.

Addendum - Corrections, additions, and/or deletions that are made to the Plans, Project Manual, Construction Manual, and/or other Addenda prior to DISTRICT's receipt of sealed proposals ("Bids").

Agreement - The written agreement executed between DISTRICT and CONTRACTOR covering the performance of the Work. Other Contract Documents are incorporated into the Agreement and are made a part of it.

Bidder - Any individual, partnership, corporation, or combination thereof submitting a proposal for the Work, acting directly or through an authorized representative.

Change Order - A written instrument, which when signed by DISTRICT, amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents or changes in Contract Price or Contract Time, or any combination of these.

Change Request - A written instrument which, when signed by DISTRICT, is a directive authorizing a change in the Work or in the provisions of the Contract Documents, or an adjustment in Contract Price or Contract Time, or a combination of these. Even when signed by DISTRICT, a Change Request is not an instrument that amends the Contract Documents; however, it may be converted into a Change Order.

Construction Manual (IRWD) - Manual containing General Technical Specifications and Standard Drawings.

Contract Documents - Project Manual, Construction Manual, Plans, addenda, and supplemental agreements. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include Change Orders.

Contract Price - The total compensation, subject to authorized adjustments, payable by DISTRICT to CONTRACTOR under the Contract Documents.

Contract Time - The time, ~~in calendar days,~~ set forth in the ~~Agreement~~Contract Documents for achieving substantial completion of the Work or any designated portion of the Work. Contract Time shall be in calendar days measured from the date of commencement stated in the Notice of Award, or shall be in such other time increments or measured from such other time of commencement as are specified in the Agreement.

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CONTRACTOR - The individual, partnership, corporation, or combination of these who has entered into the Agreement with DISTRICT for the performance of the Work. The term "CONTRACTOR" means the CONTRACTOR or their authorized representative.

Days - Unless otherwise specified, days shall mean calendar days.

DISTRICT - The Irvine Ranch Water District (IRWD). The term "DISTRICT" means DISTRICT or their authorized representative.

District Board of Directors - The governing body of the Irvine Ranch Water District.

DISTRICT's Representative - The person or engineering/architectural firm authorized by DISTRICT to represent them during the performance of the Work by CONTRACTOR. The term "DISTRICT's Representative" means DISTRICT's Representatives or their assistants.

Emergency - A sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

Engineer/Architect - The person, firm, or corporation duly authorized by DISTRICT to oversee the execution of this Agreement, acting either directly or through their properly authorized agents, and the person, firm, or corporation or their properly authorized agents who designed the project.

Final Acceptance - The formal action by DISTRICT as evidenced by the filing of a Notice of Completion accepting the Work as being complete after certification by the DISTRICT's Representative of final completion.

Final Progress Payment - The total amount to be paid under the terms of the Agreement less all previous payments and all amounts to be retained under the provisions of the Agreement.

General Requirements - Sections of Section 1 of the Project Technical Specifications.

General Technical Specifications - The documents identified as such in the latest revision of the IRWD Construction Manual (may also be referred to as standard specifications or specifications).

Holidays - The days designated by DISTRICT as legal holidays.

Laboratory - The facility authorized by DISTRICT or DISTRICT's Representative to test materials and work involved in the contract.

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Notice of Award - Written notice to the successful Bidder of DISTRICT'S intent to enter into the Agreement. This notice will be accompanied by documents to be executed by CONTRACTOR.

Notice of Completion - Certification by DISTRICT that the Work is complete, including minor items identified on the certificate of Substantial Completion, delivery of record documents, and final cleanup.

Notice to Proceed - Written notice by DISTRICT that all Contract Documents have been approved and executed by DISTRICT and CONTRACTOR. CONTRACTOR shall not commence work in the field or order materials until the Notice to Proceed is issued.

Owner - The legal owner of the property on which or through which the work is to be constructed.

Plans (Drawings) - The plans, drawings, or reproductions that show the location, character, dimensions, and details of the Work.

Progress Payment Request - The form furnished by DISTRICT that is to be used by CONTRACTOR in requesting progress or final payments. The request includes such supporting documentation as required by the Contract Documents.

Progress Schedule - All documentation related to the planning and scheduling of the Work as described in these General Provisions and the General Requirements.

Project Manual - Instruction to Bidders, Notice Inviting Sealed Proposals (Bids), Bid Form, Bid Bond, Agreement, Performance Bond, Payment Bond, CONTRACTOR'S Certificate Regarding Worker's Compensation, Certificates of Insurance and Endorsements, General Provisions, Special Provisions, Project Technical Specifications, and Appendix.

Project Technical Specifications - The documents identified as such in the IRWD Project Manual (may also be referred to as specifications).

Shop Drawings - Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are prepared by CONTRACTOR or any Subcontractor, manufacturer, supplier, or distributor that illustrate some portion of the Work.

Special Provisions - Sections of Section O, containing additions, deletions, and changes to the Instructions To Bidders and General Provisions.

Standard Drawings (Standard Plans) - The documents identified as such in the latest revision of the IRWD Construction Manual.

Substantial Completion - The date when (a) the Work, or specified part of the Work, is complete in accordance with the Contract Documents, with the exception of the minor

GENERAL PROVISIONS

items identified during the inspections described in the General Provisions, and (b) the Work or any specified part of the Work can be utilized for the purpose for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any work refers to Substantial Completion.

Subsurface Installation - Any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right way (Government Code Section 4216).

Subcontractor - An individual, partnership, corporation, or combination of these, who has a contract with CONTRACTOR to perform any of the Work at the site. The term "Subcontractor" means a Subcontractor or their authorized representative. Subcontractor also means an individual, partnership, corporation, or combination of these, who has a contract with a Subcontractor to perform any of the Work at the site.

Utility - Public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

Work - All obligations and responsibilities and all labor necessary to produce the construction or improvement required by the Agreement, and all materials and equipment incorporated in the construction or improvement.

1.2 Document Headings

The headings in these Contract Documents are for convenience of reference only, and shall not limit or otherwise affect the meaning of the Contract Documents.

1.3 Terms

Wherever the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of DISTRICT's Representative is intended. Similarly, the terms "approved", "acceptable", "satisfactory", "or equivalent", or terms of like import shall mean approved by, or acceptable to, DISTRICT's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install.

1.4 Abbreviations

Wherever the following abbreviations are used, they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AAI	The Asphalt Institute

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AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (Now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&SF	Atchison, Topeka and Santa Fe Railway Company
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CALTRANS	State of California, Department of Transportation, Division of Highways
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
CRWQCB	California Regional Water Quality Control Board
CA	Commercial Standard, US Department of Commerce
DIPRA	Ductile Iron Pipe Research Association
ETL	Electrical Testing Laboratories
GRI	Geosynthetic Research Institute
HI	Hydraulics Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
ISA	Instrument Society of America
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NAPF	National Association of Plastic Fabricators
NBFU	National Board of Fire Underwriters
NCPI	National Clay Pipe Institute
<u>NECA</u>	<u>National Electrical Contractors Association</u>
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NOAA	National Oceanographic and Atmospheric Administration
NSF	National Sanitation Foundation

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OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PS	Product Standard, U.S. Department of Commerce
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air-Conditioning Contractors National Association
State Specifications	Standard Specifications, State of California, Business and Transportation Agency, Department of Transportation
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction (Green Book)
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USA	Underground Service Alert
USASI or USAS	United States of America Standards Institute (Now ANSI)
USGS	United States Geological Survey

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1.5 Abbreviations – Common Usage

The following abbreviations, together with others in general use, are applicable to the Contract Documents.

<u>Abbreviation</u>	<u>Word or Words</u>	<u>Abbreviation</u>	<u>Word or Words</u>
ABAN.....	Abandon	DIP.....	Ductile iron pipe
ABAND.....	Abandoned	DW.....	Domestic water
ABS.....	Acrylonitrile – butadiene – styrene	DWG.....	Drawing
AC.....	Asphalt Concrete	EA.....	Each
ACP.....	Asbestos cement pipe	EC.....	End of curve
ALT.....	alternate	ECR.....	End of curb return
AWG.....	American Wire Gage (nonferrous wire)	EF.....	Each face
BC.....	beginning of a curve	EGL.....	Energy grade line
BCR.....	beginning of a curb return	El.....	Elevation
BDRY.....	Boundary	ENGR.....	Engineer, Engineering
BM.....	Bench mark	EP.....	Edge of pavement
BVC.....	Beginning of a vertical curve	ESMT.....	Easement
C/C.....	Center to center	ETB.....	Emulsion-treated base
CAB.....	Crushed aggregate base	EVC.....	End of vertical curve
CAP.....	Corrugated aluminum pipe	EXC.....	Excavation
CB.....	Catch Basin	EXP JT.....	Expansion joint
Cb.....	Curb	EXST.....	Existing
CBR.....	California Bearing Radio	F.....	Fahrenheit
CCTV.....	Closed Circuit TV	FAB.....	Fabricate
CF.....	Curb face	FD.....	Floor drain
CF.....	Cubic foot	FDN.....	Foundation
CFS.....	Cubic feet per Second	FG.....	Finished grade
C&G.....	Curb and gutter	FH.....	Fire hydrant
CIP.....	Cast iron pipe	FL.....	Flow line
CIPP.....	Cast-in place pipe	FS.....	Finished surface
CL.....	Clearance, center line	FTG.....	Footing
CLF.....	Chain link fence	FW.....	Face of wall
CMB.....	Crushed miscellaneous base	GA.....	Gauge
CMC.....	Cement mortar-coated	GALV.....	Galvanized
CML.....	Cement mortar-lined	GIP.....	Galvanized iron pipe
CO.....	Cleanout (Sewer)	GL.....	Ground line or grade line
CONC.....	Concrete	GM.....	Gas meter
CONN.....	Connection	GR.....	Grade
CONST.....	Construct, Construction	GRTG.....	Grating
COORD.....	Coordinate	GSP.....	Galvanized steel pipe
CSP.....	Corrugated steel pipe	H.....	High or height
CTB.....	Cement treated base	HB.....	Hose bib
CV.....	Check valve	HC.....	House connection
CY.....	Cubic yard	HDWL.....	Headwall
dB.....	Decibels	HGL.....	Hydraulic grade line
DIA.....	Diameter	HORIZ.....	Horizontal
		HP.....	Horsepower

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<u>Abbreviation</u>	<u>Word or Words</u>
HPG.....	High pressure gas
HYDR.....	Hydraulic
ID.....	Inside diameter
INCL.....	Including
INV.....	Invert
IP.....	Iron pipe
JC.....	Junction chamber
JCT.....	Junction
JS.....	Junction structure
JT.....	Joint
L.....	Length
LAB.....	Laboratory
LAT.....	Lateral
LB.....	Pound
LD.....	Local depression
LF.....	Linear foot
LONG.....	Longitudinal
LS.....	Lump sum
LTS.....	Lime treated soil
MAINT.....	Maintenance
MAX.....	Maximum
MCR.....	Middle of curb return
MEAS.....	Measure
MGD.....	Million Gallons per day
MH.....	Manhole, maintenance hole
MIN.....	Minimum
MISC.....	Miscellaneous
MOD.....	Modified, modify
MON.....	Monument
MULT.....	Multiple
OC.....	On center
OD.....	Outside diameter
OPP.....	Opposite
ORIG.....	Original
PB.....	Pull box
PC.....	Point of curvature
PCC.....	Portland cement concrete or point of compound curvature
PE.....	Polyethylene
PI.....	Point of intersection
PL.....	Property line
PMB.....	Processed miscellaneous base
POC.....	Point on curve
POT.....	Point on tangent
PP.....	Power pole
PRC.....	Point of reverse curve
PSI.....	Pounds per square inch
PT.....	Point of tangency
PVC.....	Polyvinyl chloride
PVMT.....	Pavement
Q.....	Rate of flow in cubic feet per second
QUAD.....	Quadrangle, Quadrant
R.....	Radius
R/W.....	Right-of-way

<u>Abbreviation</u>	<u>Word or Words</u>
RC.....	Reinforced concrete
RCB.....	Reinforced concrete box
RCE.....	Registered civil engineer
RCP.....	Reinforced concrete pipe
RCV.....	Remote control valve
REF.....	Reference
REINF.....	Reinforced or reinforcement
RES.....	Reservoir
RR.....	Railroad
RW.....	Reclaimed water
S.....	Slope or sewer
SCCP.....	Steel cylinder concrete pipe
SD.....	Storm drain
SDR.....	Standard thermoplastic pipe dimension ratio (ratio of pipe O.D. to minimum wall thickness)
SEC.....	Section or second
SF.....	Square foot
SPEC.....	Specifications
SR.....	Standard ratio
SS.....	Sanitary sewer
SSB.....	Select sub-base
STA.....	Station
STD.....	Standard
STR.....	Straight
STRUC.....	Structural/Structure
SW.....	Sidewalk
SWD.....	Sidewalk drain
SY.....	Square yard
TAN.....	Tangent
TC.....	Top of curb
TEL.....	Telephone
TF.....	Top of footing
TOPO.....	Topography
TR.....	Tract
TRANS.....	Transition
TS.....	Traffic signal or transition structure
TSC.....	Traffic signal conduit
TW.....	Top of wall
TYP.....	Typical
VAR.....	Varies, Variable
VB.....	Valve box
VC.....	Vertical curve
VCP.....	Vitrified clay pipe
VERT.....	Vertical
VOL.....	Volume
W.....	Wide or width
WATCH.....	Work Area Traffic Control Handbook
WM.....	Water meter
WPJ.....	Weakened plane joint
XCONN.....	Cross connection
XSEC.....	Cross section

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1.6 Units of Measure, Their Abbreviation and Conversion

The following units of measure, together with other units in general use, are applicable to the Contract Documents.

<u>U.S. Customary Unit</u> <u>(Abbreviations)</u>	<u>Equal To</u>	<u>SI unit</u> <u>(Abbreviations)</u>
1 mil (=0.001 in)		25.4 micrometer (um)
1 inch (in)		25.4 millimeter (mm)
1 inch (in)		2.54 centimeter (cm)
1 foot (ft)		0.3048 meter (m)
1 yard (yd)		0.9144 meter (m)
1 mile (mi)		1.6093 kilometer (km)
1 square foot (ft ²)		0.0929 square meter (m ²)
1 square yard (yd ²)		0.8361 square meter (m ²)
1 cubic foot (ft ³)		0.0283 cubic meter (m ³)
1 cubic yard (yd ³)		0.7646 cubic meter (m ³)
1 acre		0.4047 hectare (ha)
1 U.S. gallon (gal)		3.7854 Liter (L)
1 fluid ounce (fl. Oz.)		29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois)		0.4536 kilogram (kg)
1 ounce mass (oz)		28.3495 kilogram (kg)
1 Ton (=2000 lb. avoirdupois)		0.9072 Tonne (= 1000 kg)
1 Poise		0.1 pascal . second (Pa . s)
1 centistoke (cs)	1 square millimeter per second (mm ² /s)	
1 pound force (lbf)		4.4482 Newton (N)
1 pounds per square inch (psi)		6.8948 Kilopascal (kPa)
1 pound force per foot (lbf/ft)		1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf)		1.3558 Joules (J)
1 foot-pound force per second ([ft-lbf]/s)		1.3558 Watt (W)
1 part per million (ppm)		1 milligram/liter (mg/L)

1.7 Language of Documents

Wherever anything is required or permitted by a provision of the Contract Documents to be furnished in writing, it shall be in the English language.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 2 NOTICES

2.1 Notice and Service

2.1.1 Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purposes whatsoever, unless served in the following manner:

- 2.1.1.1 If the notice is given to DISTRICT, by personal delivery, delivery service, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, postage prepaid and registered or certified.
- 2.1.1.2 If the notice is given to CONTRACTOR, by personal delivery to CONTRACTOR or to their authorized representative at the site of the Work or by depositing the same in the United States mail or delivery service, enclosed in a sealed envelope addressed to CONTRACTOR at their regular place of business or such other address as may have been established for the conduct of the Work under this contract, postage prepaid and registered or certified.
- 2.1.1.3 If the notice is given to the surety or any other person, by personal delivery to surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of surety or person last communicated by them to the party giving the notice, postage prepaid and registered or certified.

2.2 CONTRACTOR Correspondence

All CONTRACTOR's correspondence shall have identification numbers assigned by CONTRACTOR. The identification numbers shall be sequential and assigned chronologically such that each CONTRACTOR's submission can be individually identified by reference to the assigned identification number. The numbering system must be approved by DISTRICT. Any correspondence not so identified may not be accepted by DISTRICT.

2.3 DISTRICT Correspondence

All correspondence from DISTRICT or the Engineer/Architect shall be by project transmittal memorandum (PTM). PTMs shall be sequentially numbered for identification. CONTRACTOR shall sign and return one copy of each PTM to acknowledge receipt of the PTM and all attachments. CONTRACTOR's acknowledgement of receipt shall not constitute acceptance of or agreement with the contents of the PTM.

GENERAL PROVISIONS

2.4 Use of Forms Provided

Unless DISTRICT allows to the contrary, only those forms provided or approved by DISTRICT shall be used and no modifications or substitutions shall be allowed.

2.5 Initial Submittals by CONTRACTOR

2.5.1 Within ten (10) days after Notice of Award (unless otherwise specified in the Special Provisions or General Requirements), CONTRACTOR shall submit to DISTRICT for review a preliminary progress schedule indicating the starting and completion dates of the various stages of the Work, a proposed schedule of Shop Drawing submissions, a proposed schedule of values of the Work on the form provided by DISTRICT, and a listing of labor projections through the Contract Time.

2.5.2 DISTRICT will review and return these submissions and CONTRACTOR shall revise, adjust or modify and resubmit acceptable schedules.

2.5.3 Within thirty (30) days after Notice of Award, CONTRACTOR shall (except as otherwise specified in the Special Provisions) submit to DISTRICT acceptable Progress and Shop Drawing Submittal Schedules, acceptable labor projections, and a final schedule of values of the Work. These schedules shall be of satisfactory type, form, and substance to DISTRICT. DISTRICT may require the schedule of values to be adjusted if in their opinion the breakdown does not accurately reflect the true distribution of the Contract Price. Upon acceptance of the Schedule of Values by DISTRICT, it shall be incorporated into the Progress Payment Request.

2.6 Daily Reports By CONTRACTOR

2.6.1 CONTRACTOR shall be responsible for preparing and delivering to DISTRICT, on a daily basis, reports recording labor and equipment available and used, materials and equipment received each day, and problems encountered on a form acceptable to DISTRICT. If CONTRACTOR fails to submit reports daily, DISTRICT may withhold payments for undocumented work until such time as CONTRACTOR submits the required information. CONTRACTOR shall make available any records as requested by DISTRICT to verify that the reports are accurate.

2.6.2 CONTRACTOR shall submit to DISTRICT each morning, a list of specific items requiring final inspection, monitoring, or witnessing by DISTRICT on the following day.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 3 CONTRACT DOCUMENTS

3.1 Applicable Law; Intent

3.1.1 The Contract Documents comprise the entire agreement between DISTRICT and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

3.1.2 It is the intent of the Contract Documents to describe a functionally complete project (or part of it) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental entity, including DISTRICT, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of DISTRICT, CONTRACTOR, or the Engineer/Architect, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it assign to DISTRICT or the Engineer/Architect, or any of their consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Agreement.

3.2 Priority of the Contract Documents

3.2.1 In resolving conflicts, errors, or discrepancies, the Contract Documents shall be given precedence in the following order:

- Supplemental agreements (including Change Orders)
- Agreement
- Notice to Proceed
- Notice of Award
- Addenda
- Special Provisions
- Instructions to Bidders
- General Provisions
- General Requirements
- Project Technical Specifications
- Plans
- General Technical Specifications
- Standard Drawings

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- Notice Inviting Sealed Proposals
- CONTRACTORS's Bid
- Bonds
- Certificate(s) of Insurance and Endorsements
- Affidavits

3.2.2 If the issue of priority pertains to the specifications and the drawings, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale drawings take precedence over smaller scale drawings, Change Order drawings govern over contract drawings, and contract drawings govern over standard or Shop Drawings. In all cases where notes, specifications, sketches, diagrams, details or schedules in the specifications or in the drawings, or between the specifications and the drawings, conflict, the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by DISTRICT.

3.2.3 If the issue of priority is due to a conflict or discrepancy between provisions of the Contract Documents and any referenced standard specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between laws or regulations, the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by DISTRICT.

3.2.4 In accordance with the intent of the Contract Documents, CONTRACTOR recognizes and agrees that compliance with the priority order specified shall not justify an increase in Contract Price or extension in Contract Time.

3.3 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or supplier or other person or organization shall acquire any title to or have ownership rights of any of the drawings, specifications or other documents (or copies) prepared by or bearing the seal of the design engineer or architect of record; and they shall only be used on this project and shall not be used on any other project nor shall they be generally published without written consent of DISTRICT.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 4 CONTRACTOR'S INSURANCE

4.1 General

4.1.1 CONTRACTOR shall not commence or continue to perform any Work unless they, at their own expense, have in full force and effect all required insurance. CONTRACTOR shall not permit any Subcontractor to perform work on this project until the same insurance requirements have been complied with by such Subcontractor.

4.1.2 The types of insurance the CONTRACTOR shall obtain and maintain for the full period of the Agreement are worker's compensation insurance, commercial general liability insurance, business automobile liability insurance and, unless otherwise specified in the Special Provisions or so determined by DISTRICT at the time of awarding the Agreement, builder's risk insurance, including coverage for collapse, earthquake and flood, all as detailed in the following portions of this Article.

4.1.3 Insurers shall have financial and size ratings of at least an "A", VIII in accordance with the most current Best's Key Rating Guide, Property Casualty.

4.1.4 As evidence that specified insurance coverage has been obtained for the period of the Agreement, the CONTRACTOR shall provide certificates of insurance and endorsements on the forms provided as a part of the Contract Documents. Additional information as set forth in the Special Provisions shall be included on said forms. No alteration or substitution of said forms will be allowed. Certified copies of insurance policies from the insurance company affording coverage shall be provided by CONTRACTOR upon request.

4.1.5 DISTRICT reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with insurance requirements.

4.1.6 The requirements set forth herein as to the types and limits of insurance coverage to be maintained by the CONTRACTOR and any approval of said insurance by the DISTRICT or its insurance consultant(s) is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to the Agreement, including but not limited to the provisions concerning indemnification.

4.2 Worker's Compensation Insurance and Employer's Liability Insurance

4.2.1 CONTRACTOR shall provide worker's compensation insurance coverage for no less than the statutory limits and employer's liability insurance coverage, with limits not less than those specified in the Special Provisions, for all persons whom CONTRACTOR employs or may employ in carrying out the Work. This insurance shall be in strict accordance with the requirements of the most current and applicable state worker's compensation insurance laws.

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4.2.2 The worker's compensation insurance shall include a waiver of right of subrogation against the DISTRICT, the District Board of Directors, DISTRICT's Representative, the Engineer/Architect, those persons and entities required to be included as additional insureds by the Special Provisions, owners of record of all private properties on which entry will be made, and their consultants, and each of their officers, agents, and employees but only while acting in their capacity as such and only in respect to operations of the original named insured, their Subcontractors, agents, officers, and employees in the performance of the Work.

4.3 Commercial General Liability Insurance

4.3.1 CONTRACTOR shall provide commercial general liability insurance coverage equivalent to Insurance Services Office Form CG 00 01, with limits not less than those specified in the Special Provisions.

4.3.2 Included in such insurance shall be blanket contractual liability coverage and severability of interests (no cross suits exclusion).

4.3.3 The commercial general liability insurance shall be primary and non-contributory and include as additional insureds: DISTRICT, the District Board of Directors, DISTRICT's Representative, the Engineer/Architect, those persons and entities required to be included as additional insureds by the Special Provisions, owners of record of all private properties on which entry will be made, and their consultants, and each of their officers, agents, and employees but only while acting in their capacity as such and only in respect to operations of the original named insured, their Subcontractors, agents, officers, and employees in the performance of the Work.

4.3.4 Such insurance shall have a deductible or self insured retention not to exceed \$25,000.

4.4 Automobile Liability Insurance

4.4.1 CONTRACTOR shall provide business automobile liability insurance coverage equivalent to Insurance Services Office Form CA 00 01, with limits not less than those specified in the Special Provisions. Business automobile liability insurance coverage shall be provided for all owned, non-owned and hired vehicles.

4.5 Builder's Risk Insurance

4.5.1 CONTRACTOR shall provide builder's risk insurance upon the Work, including completed work and work in progress and including coverage for collapse, earthquake and flood. Coverage shall also include transit, off-site storage, permission to occupy, waiver of subrogation, testing, extra expense and boiler & machinery.

4.5.2 Such insurance shall have a deductible clause not to exceed \$10,000, except for earthquake and high hazard flood. The deductible for earthquake and high hazard flood

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shall not exceed five (5) percent of the Contract Price.

4.5.3 The builder's risk insurance shall include as named insureds: DISTRICT, CONTRACTOR and all subcontractors.

4.6 CONTRACTOR's Responsibility Not Limited by Insurance

Nothing contained in these insurance requirements is to be construed as limiting the extent of the liability of CONTRACTOR or CONTRACTOR's sureties.

4.7 Maintaining Insurance

The maintenance of proper insurance in conformity with the Contract Documents is a material element of this Agreement. If at any time during the life of the Agreement, including the guarantee period, or any extension, CONTRACTOR fails to maintain the required insurance in full force and effect, the Work shall be discontinued immediately and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by DISTRICT that the required insurance has been restored to full force and effect and that the premiums have been paid for a period satisfactory to DISTRICT. Failure to maintain or renew coverage or to provide evidence of renewal upon request of DISTRICT may be treated by DISTRICT as a material breach of contract.

END OF ARTICLE

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ARTICLE 5 DISTRICT'S RESPONSIBILITIES

5.1 Authority of DISTRICT's Representative

5.1.1 DISTRICT's Representatives will decide any and all questions that may arise as to the interpretation of the Plans and specifications, and will have the authority to disapprove or reject materials and equipment furnished and work performed which, in their opinion, is not in accordance with the Contract Documents. DISTRICT's Representatives may be represented at the Work by their authorized assistants.

5.1.2 The administration, inspection, assistance, and actions by DISTRICT's Representatives and the Engineer/Architect shall not be construed as supervisory control of the Work nor of means and methods employed by CONTRACTOR and shall not relieve CONTRACTOR from their responsibilities and obligations under the Agreement. CONTRACTOR shall not request nor require DISTRICT's Representative or the Engineer/Architect to undertake such supervisory control nor to administrate, to supervise, to inspect, to assist, or to act in a manner so as to relieve CONTRACTOR of their responsibilities and obligations. The presence of DISTRICT's Representatives shall in no way relieve CONTRACTOR of their obligation to conform to local, DISTRICT, state, and federal regulations.

5.2 Plans and Supplemental Drawings

The Plans shall be supplemented by such drawings as are necessary to define the Work adequately. All such drawings delivered to CONTRACTOR by DISTRICT's Representatives shall be deemed written instructions to CONTRACTOR.

~~5.3 Copies of Documents~~

~~DISTRICT shall furnish to CONTRACTOR up to six (6) copies of the Contract Documents free of charge. Up to six (6) copies of change information will be provided during the course of the Work. CONTRACTOR will be responsible for preparing additional copies.~~

~~5.43 Land and Rights-of-Way~~

~~5.43.1 Unless otherwise specified in the Special Provisions, DISTRICT shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way, easements, entry and encroachment permits for access, and such other lands that are designated for the use of CONTRACTOR. Lands and easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by DISTRICT, unless otherwise provided in the Contract Documents. CONTRACTOR shall make their own arrangements and pay all expenses for additional area required by them outside the limits of DISTRICT's lands and rights-of-way.~~

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5.43.2 Work in rights-of-way shall be done in accordance with the requirements of the permit, easement or license issued by the public agency or owner in whose right-of-way the work is located in addition to conforming to the Contract Documents.

5.54 DISTRICT Communications and Access

5.54.1 DISTRICT shall generally issue all communications to CONTRACTOR through DISTRICT's Representatives.

5.54.2 All approvals and comments by DISTRICT will be in writing.

5.54.3 DISTRICT may allow its consultants, agents, attorneys, employees, and others access to site. CONTRACTOR shall cooperate with DISTRICT in allowing such access.

5.65 Surveying

DISTRICT will provide one (1) set of construction survey staking as described in the General Requirements. Work shall not proceed until construction staking has been provided. The cost of restaking after initial staking shall be charged to CONTRACTOR.

5.76 DISTRICT May Stop the Work

5.76.1 If the Work is defective and CONTRACTOR has been notified by DISTRICT, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or if CONTRACTOR fails to supply sufficient supervisory personnel or skilled workers or suitable materials or equipment, or if CONTRACTOR has failed to correct any breach or violation of this Agreement after written notification, or if CONTRACTOR fails to obtain, maintain, or renew insurance required by the Contract Documents in a form acceptable to DISTRICT, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, DISTRICT may order CONTRACTOR to stop the Work, or any portion of the Work, until the cause for the order has been eliminated. This right of DISTRICT to stop the Work shall not give rise to any duty on the part of DISTRICT to exercise this right for the benefit of CONTRACTOR or any other party and shall not be construed as an assumption by DISTRICT of supervisory control of the Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of the order to stop the Work (including but not limited to fees and charges of engineers, attorneys, and other professionals, any additional expenses incurred by DISTRICT due to delays to others performing work under a separate contract with DISTRICT, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of the Contract Time or increase in the Contract Price.

5.76.2 If such costs exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to DISTRICT promptly upon demand; on failure of CONTRACTOR to pay, the surety shall pay on demand by DISTRICT. Any portion of

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such difference not paid by CONTRACTOR or surety within thirty (30) days following the mailing of a demand for such costs by DISTRICT shall earn interest at the maximum rate authorized by California law.

5.87 DISTRICT'S Right to Carry Out the Work

5.87.1 If CONTRACTOR defaults or fails within a reasonable time after written notice by DISTRICT to correct defective or nonconforming work or to remove and replace rejected work as required by DISTRICT, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), DISTRICT may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising their rights under this paragraph, DISTRICT shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, DISTRICT may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work and suspend CONTRACTOR'S related services, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate into the Work all materials and equipment stored at the site or for which DISTRICT has paid CONTRACTOR but is stored elsewhere. CONTRACTOR shall allow DISTRICT, DISTRICT's Representatives, agents and employees access to the site as may be necessary to enable DISTRICT to exercise their rights under this paragraph. All direct and indirect costs of DISTRICT in exercising such rights shall be charged against CONTRACTOR in an amount documented by DISTRICT, and a Change Order shall be issued incorporating the necessary revisions to the Contract Documents and a reduction in Contract Price.

5.87.2 If such costs exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to DISTRICT promptly upon demand; on failure of CONTRACTOR to pay, the surety shall pay on demand by DISTRICT. Any portion of such difference not paid by CONTRACTOR or surety within thirty (30) days following the mailing of a demand for such costs by DISTRICT shall earn interest at the maximum rate authorized by California law.

5.98 DISTRICT Removal of Personnel

DISTRICT shall be able to object to and require CONTRACTOR to remove any person employed by CONTRACTOR (or their Subcontractors) in or about the execution or maintenance of the Work, who in the opinion of DISTRICT misconducts themselves or is incompetent or negligent in the proper performance of their duties or whose employment is considered by DISTRICT to be undesirable. Any person so removed shall be at CONTRACTOR'S sole expense and shall not be allowed on the site for any reason without DISTRICT'S written consent.

5.109 Use of Completed Portions

5.109.1 When the Work or any portion of it is sufficiently complete to be used or placed into service, DISTRICT shall have the right upon written notification to

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CONTRACTOR to utilize such portions of the Work and to place the operable portions into service and to operate same.

5.109.2 Upon said notice and commencement of use or operation by DISTRICT, CONTRACTOR shall be relieved of the duty of maintaining the portions so used or placed into operation; provided, however, that nothing in this Article shall be construed as relieving CONTRACTOR of the full responsibility for completing the Work in its entirety, for making good defective work and materials, for protecting the Work from damage, and for being responsible for damage and for the Work as set forth in the general provisions and other Contract Documents, nor shall such action by DISTRICT be deemed completion and acceptance, and such action shall not relieve CONTRACTOR, their sureties or insurers of the provisions in the Contract Documents on guarantees, indemnity, and CONTRACTOR'S insurance.

END OF ARTICLE

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ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 Observing Laws and Ordinances

6.1.1 CONTRACTOR shall keep themselves fully informed of all laws, ordinances, and regulations that in any manner affect those engaged or employed on the Work or the materials used in the Work or that in any way affect the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same to DISTRICT's Representative in writing and cease operations on the affected part of the Work until receipt of instructions from DISTRICT's Representative as provided in paragraph 6.14.

6.1.2 CONTRACTOR shall at all times observe and comply with and shall cause all their agents, employees, suppliers, and Subcontractors to observe and comply with all laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their officers, directors, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree by CONTRACTOR, their employees, their agents, their Subcontractors, or their suppliers.

6.1.3 CONTRACTOR shall post on the jobsite all notices as prescribed by law or regulation.

6.2 Permits and Licenses

6.2.1 Certain permits are required for construction of the Work. These permits are hereby made a part of these Contract Documents, and all requirements shall be met solely and fully by CONTRACTOR. All costs incurred due to the permit requirements shall be included in the various bid items and no additional allowance will be made for them.

6.2.2 CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work, except as provided in the Special Provisions.

6.2.3 Copies of any permits and licenses, including current CONTRACTOR's licenses from the State of California, shall be provided to DISTRICT upon request.

6.3 Patents

CONTRACTOR shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work and shall hold harmless, indemnify and defend DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their officers, employees, and

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agents from all lawsuits or actions of every nature for or on account of the use of any patented materials, equipment, devices, or processes, and all costs of defense and attorneys' fees incurred therein by any of the foregoing indemnified persons.

6.4 Safety

6.4.1 In accordance with generally accepted construction practices, CONTRACTOR shall be solely and completely responsible for conditions of the site, including safety of all persons and property during performance of the Work, and CONTRACTOR shall fully comply with all local, state and federal laws, rules, regulations, and orders relating to the safety of the public and workers.

6.4.2 The right of the Engineer/Architect or DISTRICT's Representative to conduct construction review or inspection of CONTRACTOR'S performance is not intended to include review or inspection of the adequacy of CONTRACTOR'S safety measures in, on, or near the site.

6.5 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at or adjacent to the site, CONTRACTOR, without special instruction or authorization from the Engineer/Architect or DISTRICT, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give DISTRICT prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If the emergency was not due to the fault or negligence of CONTRACTOR, and DISTRICT determines that changes are required, DISTRICT shall authorize the changes by Change Order or Change Request.

6.6 Concerning Subcontractors, Suppliers, and Others

6.6.1 CONTRACTOR is prohibited from performing any of the Work with a Subcontractor who is ineligible to perform such Work pursuant to Section 1777.1 or 1777.7 of the Labor Code. CONTRACTOR agrees that in accordance with Public Contract Code Section 6109, a subcontract with an ineligible Subcontractor is void as a matter of law, amounts paid to the Subcontractor shall be returned to DISTRICT, and CONTRACTOR is responsible for paying wages of the Subcontractor's employees if the Subcontractor is allowed to perform any part of the Work.

6.6.2 CONTRACTOR shall not award work to Subcontractors in excess of fifty (50) percent of the Contract Price without prior written approval of DISTRICT. Except as provided by law, CONTRACTOR shall not employ any Subcontractor, supplier, or other person or organization (including but not limited to those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom DISTRICT may have reasonable objection.

6.6.3 CONTRACTOR shall give prompt written notice to DISTRICT as to the identity

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and qualifications of any Subcontractor, supplier, or other person or organization to whom CONTRACTOR intends to award work, and of CONTRACTOR'S intent to remove or replace a Subcontractor, supplier, or other person.

6.6.4 CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and suppliers and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between DISTRICT or the Engineer/Architect and any Subcontractor or supplier or other person or organization having a subagreement with CONTRACTOR nor shall it create any obligation on the part of DISTRICT or the Engineer/Architect to pay or to see to the payment due any Subcontractor, supplier, or other person or organization, except as may otherwise be required by law. DISTRICT may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done. No Subcontractor, supplier, or other person or organization shall be a third party beneficiary of this Agreement.

6.6.5 The divisions and sections of any specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or suppliers or delineating work to be performed by any specific trade. The divisions of the specifications are complementary, and anything mentioned or shown in a division of the specifications or in a specific trade drawing shall be of like effect as if shown in all divisions of the specifications and in all drawings.

6.6.6 All work performed for CONTRACTOR by a Subcontractor, supplier or other person or organization will be in accordance with an appropriate subagreement between CONTRACTOR and the Subcontractor, supplier, or other person or organization which specifically binds the Subcontractor, supplier, or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of DISTRICT.

6.6.7 If requested in writing by DISTRICT, CONTRACTOR shall deliver to DISTRICT a copy of each subagreement with a Subcontractor, supplier, or other person or organization performing a part of the work within seven (7) days of DISTRICT'S request.

6.7 Assignment

6.7.1 The performance of the Agreement may not be assigned, except upon the written consent of DISTRICT. Consent will not be given to any proposed assignment that would relieve the original CONTRACTOR or their surety of their responsibilities under the Agreement nor will DISTRICT consent to any assignment of a part of the Work.

6.7.2 Upon obtaining a prior written consent of DISTRICT, CONTRACTOR may assign monies due or to become due them under the Agreement, to the extent permitted by law, but any assignment of monies shall be subject to all proper setoffs in favor of DISTRICT and to all deductions provided for in the Contract Documents, and

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particularly all monies withheld, whether assigned or not, shall be subject to being applied by DISTRICT for the completion of the Work in the event that CONTRACTOR should be in default.

6.7.3 No assignment of this Agreement will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the Work in favor of all persons, firms, or corporations rendering such services or supplying such materials, and that DISTRICT may withhold funds due until the Work is completed to DISTRICT'S satisfaction.

6.8 Time for Completion and Forfeiture Due to Delay

6.8.1 CONTRACTOR shall complete the Work and any designated portion of the Work within the Contract Time(s) set forth in the Agreement. Contract Time(s) shall include any early occupancy milestones and limited duration work set forth in the Agreement. Time is of the essence of this Agreement.

6.8.2 If CONTRACTOR fails to attain Substantial Completion of the Work or specified part of the Work within the applicable Contract Time, including any extensions granted by DISTRICT, CONTRACTOR is in default. In accordance with Government Code 53069.85, CONTRACTOR agrees to forfeit and pay DISTRICT the amount per day set forth in the Agreement for each and every day of delay. It is agreed that the specified daily sum is to be paid, not as a penalty, but as liquidated damages to compensate DISTRICT for increased administrative and engineering costs and other tangible and intangible costs. Such damages may, at DISTRICT'S option, be deducted from monies held by them which are payable to CONTRACTOR.

6.8.3 No forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR (including but not restricted to acts of God or of the public enemy, acts of the government, acts of DISTRICT, or acts of another contractor in the performance of a contract with DISTRICT, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays caused by the failure of DISTRICT or the owner of a utility to provide for removal or relocation of main or trunk line facilities not indicated in the plans or specifications with reasonable accuracy). Except as provided for in Article 14, any such delays shall not entitle CONTRACTOR to any additional compensation, and the sole remedy of CONTRACTOR shall be an extension of time obtained in accordance with Article 14.

6.9 Prevailing Wage

6.9.1 Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Work is to be performed and DISTRICT has adopted said prevailing rate of wages. A copy of the prevailing wage rates can be found on-line with the State of

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~~California at <http://www.dir.ca.gov/dlsr/pwd>.of these prevailing rates is on file at the office of DISTRICT and shall be made available to any interested party on request.~~ A copy of such prevailing wage rates shall be posted on the jobsite by CONTRACTOR.

6.9.2 CONTRACTOR shall comply with Labor Code Section 1775. In accordance with said Section 1775, CONTRACTOR shall forfeit as a penalty to DISTRICT, up to two hundred dollars (\$200), as determined by the Labor Commissioner, for each calendar day or portion of a day for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by them or, except as provided by the Labor Code, by any Subcontractor under them in violation of the provisions of the Labor Code, and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion of a day for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by CONTRACTOR.

6.9.3 CONTRACTOR shall forfeit as a penalty to DISTRICT \$25 for each worker employed in the execution of the Work by CONTRACTOR or any Subcontractor under them for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half (1 1/2) times the basic rate of pay as provided in said Section 1815.

6.9.4 Qualification to engage in the performance of any of the Work requires that CONTRACTOR and Subcontractors maintain their current registration to perform public work pursuant to Labor Code Section 1725.5.

6.9.5 The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6.10 Apprentices

6.10.1 CONTRACTOR and any Subcontractor under them shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

6.10.2 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Department of Industrial Relations.

6.10.3 Willful violations of Section 1777.5 will result in forfeiture of one hundred dollars (\$100) for each calendar day of noncompliance, or up to three hundred dollars

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(\$300) for each calendar day of noncompliance for second and subsequent violations within a three-year period that result in apprenticeship training not being provided as required by the Labor Code, and may also result in debarment sanctions in the case of violations, as determined by the Labor Commissioner pursuant to Section 1777.7. Section 1777.7 also imposes requirements that, if not observed by CONTRACTOR, will result in CONTRACTOR's liability for Subcontractor violations of Section 1777.5.

6.11 Payroll Records

CONTRACTOR and each of their Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work. The records shall be in a format prescribed on forms provided by the Labor Commissioner Division of Labor Standards Enforcement or forms with the same information as required by the Division's form. The records may consist of printouts of payroll data maintained as computer records, if the printouts are in a format prescribed on forms provided by the Labor Commissioner Division of Labor Standards and are verified as required under this paragraph. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that (1) the information contained in the payroll record is true and correct, and (2) CONTRACTOR (or the Subcontractor, as the case may be) has complied with the requirements of Sections 1771, 1811 and 1815 of the Labor Code for any of the work performed by their employees. The payroll records shall be submitted monthly to DISTRICT and directly to the Labor Commissioner and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR (or the Subcontractor, as the case may be) to the employee or their authorized representative on request, to the Division of Labor Standards Enforcement on request, and the public, provided that requests by the public must be made through DISTRICT or the Division of Labor Standards Enforcement in accordance with the requirements of Labor Code Section 1776. Copies shall be provided to the requesting entity within ten (10) days after receipt of a written request. Any copy of a payroll record made available to the public or any public agency by DISTRICT shall be marked or obliterated to prevent disclosure of individual workers' names, addresses and social security numbers. CONTRACTOR shall inform DISTRICT of the location address of payroll records of CONTRACTOR and each Subcontractor and notify DISTRICT of a change in any such location within five (5) working days. In the event CONTRACTOR or a subcontractor fails to comply with the above-specified 10-day period, CONTRACTOR or the subcontractor shall forfeit as a penalty to DISTRICT one hundred dollars (\$100) for each calendar day or portion of a day for each worker until strict compliance is effectuated. CONTRACTOR is not subject to a penalty under this paragraph due to the failure of a subcontractor to comply with this paragraph.

6.12 Underground Service Alert (USA) Contact Prior to Excavation

CONTRACTOR, except in an emergency, shall contact the appropriate regional

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notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by DISTRICT, and obtain an inquiry identification number from that notification center. No excavation shall begin unless such an inquiry identification number has been assigned to CONTRACTOR or any Subcontractor of CONTRACTOR and DISTRICT has been given the identification number by CONTRACTOR.

6.13 Conformity with Contract Documents and Allowable Deviations

6.13.1 The work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the plans or set forth in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, DISTRICT's Representatives shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and their decision as to any allowable deviations shall be final.

6.13.2 Except as otherwise provided in the Contract Documents, all materials and equipment shall be installed, used and cleaned in accordance with the manufacturer's and supplier's instructions.

6.13.3 If specific lines, grades, and dimensions are not shown on plans, those furnished by DISTRICT's Representatives shall govern.

6.14 Errors or Discrepancies Noted by CONTRACTOR

6.14.1 If CONTRACTOR, either before commencing work or in the course of the Work, finds any discrepancy between the specifications and the Plans or between either of them and the physical conditions at the site of the Work or finds any error or omission in any of the plans or in any survey, they shall promptly notify DISTRICT's Representatives of the discrepancy, error, or omission. If CONTRACTOR observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, they shall promptly notify DISTRICT's Representatives in writing of the conflict.

6.14.2 DISTRICT's Representatives, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to CONTRACTOR. Until such instructions are given, any work done by CONTRACTOR after the discovery of the error, discrepancy, or conflict which is directly or indirectly affected by the error, discrepancy, or conflict will be at their own risk. If CONTRACTOR believes that a defect or insufficiency exists in the design, materials, or specified method and fails to promptly notify DISTRICT's Representative in writing, CONTRACTOR waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal, equitable, or arbitration proceeding against DISTRICT or related settlement conference.

6.15 Disputed Work

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If there is a disagreement between DISTRICT and CONTRACTOR as to the interpretation of the Contract Documents and the disagreement becomes a dispute between DISTRICT and CONTRACTOR as to liability for work required, DISTRICT may direct CONTRACTOR to proceed with the work and accept payment in an amount as later agreed upon or as may be fixed in a court of law. In proceeding under protest, CONTRACTOR shall keep accurate records of their costs on the disputed portion of the Work and shall submit each day to DISTRICT's Representative a daily summary of the hours and classification of equipment and labor used on the disputed portion of the Work, as well as a summary of any materials or any specialized services that are used. Failure to submit this information to DISTRICT in the required manner shall result in any discrepancy between DISTRICT'S and CONTRACTOR'S records being resolved in favor of DISTRICT'S records. CONTRACTOR is cautioned that when proceeding under the provisions of this paragraph, they are not working on an approved "time and material" basis.

6.16 Public Convenience and Safety

6.16.1 CONTRACTOR shall so conduct their operations as to offer the least possible obstruction and inconvenience to the public, and they shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the convenience and safety of the public.

6.16.2 Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

6.16.3 CONTRACTOR shall provide and maintain such fences, barriers, directional signs, lights, and flaggers as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the Work and to give directions to the public.

6.17 Responsibility for Loss, Damage, or Injuries

CONTRACTOR shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, ~~subject to limitations set forth in paragraph 19.2. excepting only those which are caused either solely and exclusively by the fault or negligence of DISTRICT, the Engineer/Architect, DISTRICT's Representative, or their consultants, or their directors, officers, employees, and agents, or, to the extent that any liability is apportioned, those which are caused by the active negligence of any of the foregoing.~~ Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

6.18 CONTRACTOR'S Responsibility for the Work

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6.18.1 Until Final Acceptance, CONTRACTOR shall have the responsible charge and care of the Work and of the materials to be used (including materials for which they have received partial payment or materials which have been furnished by DISTRICT) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

6.18.2 CONTRACTOR shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the related expenses. Where necessary to protect the Work or materials from damage, CONTRACTOR shall at their expense provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work for any cause whatever shall not relieve CONTRACTOR of their responsibility for the Work and materials as specified. If ordered by DISTRICT's Representative, CONTRACTOR shall at their expense properly store materials that have been partially paid for by DISTRICT or that have been furnished by DISTRICT. Such storage by CONTRACTOR shall be on behalf of DISTRICT, and DISTRICT shall at all times be entitled to the possession of such materials, and CONTRACTOR shall promptly return the same to the site for the Work when requested. CONTRACTOR shall not dispose of any of the materials so stored, except on written authorization from DISTRICT.

6.18.3 Notwithstanding the foregoing provisions of this Article, CONTRACTOR shall not be responsible for the cost of repairing or restoring damage to the Work, which damage is determined to have been proximately caused by the Act of God, in excess of five (5) percent of the contracted amount, provided the Work is built in accordance with accepted and applicable building standards and the approved Plans and specifications.

6.18.4 "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

6.19 Preservation of Property

6.19.1 CONTRACTOR shall exercise due care to avoid injury to existing improvements or facilities, utilities, adjacent property, and trees and shrubbery that are not to be removed.

6.19.2 All trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the Work shall be protected from injury or damage, and CONTRACTOR shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of CONTRACTOR'S operation, they shall be replaced or restored at CONTRACTOR'S expense to a condition as good as when CONTRACTOR entered upon the Work or as

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good as required by the Plans and specifications if any such objects are a part of the Work being performed.

6.19.3 All trees and plants, whether within or without the limits of work, shall be protected in place unless specified otherwise. Protection shall consist of adequate means to prevent tree trunks from being scarred or damaged and branches and limbs from being damaged or broken by CONTRACTOR'S operations. Trees encountered by CONTRACTOR shall not be removed without the consent of DISTRICT's Representative, unless specified otherwise.

6.19.4 The fact that any pipe or other underground facility is not shown on the plans shall not relieve CONTRACTOR of their responsibility under this Article.

6.19.5 In addition to any requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given by DISTRICT or CONTRACTOR to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by CONTRACTOR.

6.20 Taxes

6.20.1. CONTRACTOR shall pay all sales, consumer, use, and other taxes.

6.20.2 NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in CONTRACTOR, CONTRACTOR may be subjected to the payment of property taxes levied on such interest.

6.21 CONTRACTOR Not Agent of DISTRICT

CONTRACTOR shall perform all work under this Agreement as an independent CONTRACTOR and shall not be considered an agent of DISTRICT, nor shall CONTRACTOR's Subcontractors or suppliers or employees be considered agents of DISTRICT. CONTRACTOR and not DISTRICT shall be solely responsible to any and all Subcontractors and suppliers and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

6.22 Inspection and Audit

6.22.1 DISTRICT shall have access to the Work and the right to audit all of CONTRACTOR's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to all cost and pricing data used by CONTRACTOR in the determination of CONTRACTOR's bid for the Work, in pricing, negotiating, or costing work covered by a Change Order or claim, or otherwise

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relating to the Work, and CONTRACTOR shall preserve and make available at CONTRACTOR's office at all reasonable times all such records for a period of five (5) years after Final Progress Payment. In addition, pursuant to California Government Code Section 8546.7, this contract, and CONTRACTOR and DISTRICT as the contracting parties, are subject to the examination and audit of the California State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three years after the final payment under the contract.

6.22.2 In the event of termination, the records relating to the Work, or part of it, affected by such termination shall be made available for five (5) years after any resulting final termination settlement. Records pertaining to claims, litigation, or the settlement of claims arising under or relating to the performance of the Work shall be made available until the disposition of such appeals, litigation, or claims.

6.23 Responsibility for Connecting to Existing Service and Utilities

At all points where the work constructed by CONTRACTOR connects to existing utilities and services, the actual work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no additional expense to DISTRICT (unless specifically indicated otherwise). Services and utilities included under (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, and items of a similar nature. Connections shall be made at a time that will result in the least possible interference with existing services.

6.24 Cutting and Fitting

CONTRACTOR shall be responsible for all cutting of masonry and other materials, and all fitting, drilling, or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such work is expressly specified in the Contract Documents.

END OF ARTICLE

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ARTICLE 7 COMMENCEMENT, PROSECUTION, AND COMPLETION OF THE WORK

7.1 Commencement of the Contract Time; Notice of Award; Notice to Proceed

7.1.1 Contract Time shall be measured from the date of commencement stated in the Notice of Award.

7.1.2 CONTRACTOR shall start to perform field work and order materials after the date set forth in the Notice to Proceed and shall occupy the site no later than fourteen (14) days after that date. No work shall be done at the site or materials ordered prior to the date of Notice to Proceed unless authorized by DISTRICT in a Change Order.

7.2 Work to be Done

The work to be done consists of furnishing all labor, materials, methods or processes, implements, tools, and machinery that are required for or appurtenant to the construction and completion of the entire project designated in the Agreement, and which are necessary to leave the grounds in a neat condition. Any work not shown in the Plans or specifications but necessary to complete the Work according to laws and regulations shall be performed by CONTRACTOR as if in the Contract Documents.

7.3 Preconstruction Conference

Prior to commencement of work at the site, a conference will be held for review of the schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Progress Payment Requests, and to establish a clear understanding among the parties as to the Work. CONTRACTOR shall attend this conference and shall require any or all of its Subcontractors and suppliers, as DISTRICT directs, to attend the conference.

7.4 Project Meetings

CONTRACTOR along with appropriate Subcontractors shall attend all project meetings requested by DISTRICT for the purpose of discussing and resolving matters concerning the various elements of the Work. Representatives attending such meetings shall have the authority to make binding decisions regarding any subject consistent with the stated purpose of the meeting. If CONTRACTOR and/or their Subcontractors fail to attend a meeting, DISTRICT may deduct from progress payments or retainage the costs of DISTRICT, the Engineer/Architect, and other representatives attending the meeting.

7.5 Continuing the Work

CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with DISTRICT. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and

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DISTRICT may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with DISTRICT shall entitle DISTRICT to terminate the CONTRACT for breach, except as otherwise provided in Article 17.

7.6 Progress of the Work

If DISTRICT determines that CONTRACTOR is failing to maintain progress of the Work in accordance with the Progress Schedules and Contract Documents, the CONTRACTOR shall take steps as may be necessary to improve their progress, and DISTRICT may require them to increase their work force, or hours, or days of work, or the amount of construction plant or all of them, and to submit to DISTRICT for approval such supplementary schedules as may be deemed necessary to demonstrate the manner in which the required progress will be regained and maintained, all without additional cost to DISTRICT.

7.7 Working Hours

Except in connection with the safety or protection of persons or the Work or property at or adjacent to the site, and except as otherwise indicated in the Special Provisions, all work at the site shall be performed during normal working hours, and CONTRACTOR will not permit overtime work or the performance of work on Saturdays, Sundays, or any holidays without DISTRICT's written consent. Normal working hours shall be defined as the period occurring between the hours beginning at 7:00 a.m. and ending at 3:30 p.m., exclusive of Saturdays, Sundays, or holidays.

7.7.1 Work during other than normal working hours may be scheduled by CONTRACTOR if written permission is obtained from DISTRICT and CONTRACTOR agrees to pay all additional costs incurred by DISTRICT for inspection and administration of the overtime work.

7.8 Supervision

7.8.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means, methods, techniques, sequences and procedures of construction, and for providing adequate safety precautions, coordinating all portions of the Work under the Contract Documents, and for enforcement of order and cooperation among CONTRACTOR's employees and all Subcontractors and suppliers and others having a subagreement for a part of the Work. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

7.8.2 CONTRACTOR shall provide competent supervision of the Work. Unless personally present on the premises where the work is done, CONTRACTOR shall designate an authorized representative who shall have the authority to represent and act for CONTRACTOR, and any written or verbal directions or requests of DISTRICT's

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Representative delivered to such representative shall have the same force and effect as if delivered to CONTRACTOR. This authorized representative shall be present at the site of the Work at all times while work is actually in progress. When work is not in progress and during periods when work is suspended, CONTRACTOR shall make arrangements acceptable to DISTRICT's Representative for any emergency work that may be required.

7.8.3 Whenever CONTRACTOR or their authorized representative is not present on any particular part of the Work where the DISTRICT's Representative desires to give directions, these shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the directions are given.

7.8.4 The superintendent and similar authorized representatives of any Subcontractor, supplier, or other person or organization shall attend all meetings pertaining to the Work, as requested by DISTRICT or the Engineer/Architect.

7.9 Quality of Materials and Equipment; Substitutions

7.9.1 All equipment, materials, and supplies to be incorporated in the Work shall be new, unless otherwise specified. When the quality of a material, process, or article is not specifically set forth in the Plans and specifications, the best available quality of the material, process, or article shall be provided.

7.9.2 Whenever materials or equipment are specified or described in the Plans or specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, the name shall be deemed to be followed by the words "or approved equivalent" and materials or equipment of other suppliers may be accepted by DISTRICT if sufficient information is submitted by CONTRACTOR to allow DISTRICT to determine that the material or equipment proposed is equivalent to that named. Approval of proposed equivalent materials or equipment is at the sole discretion of DISTRICT.

7.9.3 Requests for review of substitute items of material and equipment will not be accepted by DISTRICT from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to DISTRICT for acceptance of the substitute, certifying that the proposed item will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application shall state whether or not acceptance of the substitute for use in the Work will require a change in the drawings or specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in (1) the cost of, or the time required to perform any part of the

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Work, and the corresponding adjustments in the Contract Price and the Contract Time resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other CONTRACTORS affected by the resulting substitute; and (2) increases or decreases in operating, maintenance, repair, replacement, or spare part costs, all of which will be considered by DISTRICT in evaluating the proposed substitute. DISTRICT may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

7.9.4 DISTRICT shall be the sole judge of acceptability, and no substitute shall be ordered or installed without DISTRICT's prior written acceptance.

7.9.5 CONTRACTOR assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the dimensions, arrangement, design and construction details, and all other features of substitute items are suitable for their intended purpose.

7.9.6 In the event that a substitute item differs materially from the specified item of material or equipment, and said difference was not expressly identified in CONTRACTOR's request for the substitution, or the incorporation of the substitute into the Work results in a change(s) to the Work or in the function or general design of the project, which was not expressly identified in CONTRACTOR's request for the substitution, DISTRICT may require the removal and replacement of the substitute at CONTRACTOR's sole expense.

7.9.7 CONTRACTOR may submit data substantiating requests for substitutions of equivalent items at any time after notice of award. Under no circumstances shall CONTRACTOR be entitled to an increase in Contract Time as a result of the submission or review of a substitution request.

7.10 Storage of Materials and Equipment

7.10.1 All materials for use in the Work shall be stored by CONTRACTOR in such a manner as to prevent damage from exposure to the elements, contamination by foreign materials, or from any other cause. CONTRACTOR shall be entirely responsible for damage or loss by weather or other causes.

7.10.2 DISTRICT may require special methods for storage of materials and equipment. In addition, the storage of excavated material may require CONTRACTOR to make special arrangements. The specific requirements, if needed, are covered in the Special Provisions.

7.11 Advance Notification

7.11.1 At least forty eight (48) hours prior to start of construction and prior to any operations involving existing DISTRICT facilities, CONTRACTOR shall notify the

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DISTRICT's Representative.

7.11.2 It will be CONTRACTOR'S responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any jurisdictional area of any agency. A minimum of forty eight (48) hours notice shall be given to those agencies before construction in the area unless specific advanced times and requirements are stated in these Contract Documents or related permits.

7.11.3 At least one (1) week before the start of construction, notification shall be given to police and fire departments under whose jurisdiction the Work lies, giving the expected starting and completion dates and the name and telephone number of the CONTRACTOR'S field representative who may be contacted on a twenty four (24) hour basis in the event of a condition requiring immediate correction.

7.12 Construction Power and Water

7.12.1 Unless otherwise specified in the General Requirements, CONTRACTOR shall make arrangements for developing water sources and shall supply all labor and equipment to collect, load, transport, and apply water as necessary for compaction of materials, concrete construction operations, testing, dust control, and other construction use.

7.12.2 Unless otherwise specified in the General Requirements, CONTRACTOR shall provide for the purchase of power or provide portable power for the Work. If necessary, the extension of utility lines shall be provided to the point of usage.

7.13 Disposal of Excess Excavated Soil Materials

Unless otherwise specified in the General Requirements, excess excavated soil material shall be removed and disposed of by CONTRACTOR off the project site at CONTRACTOR'S expense. Excess soil material shall be disposed of in accordance with local regulations.

7.14 Dust and Smoke Control

7.14.1 No fuel shall be used nor shall any operation be conducted that will emit into the atmosphere any smoke that is equal to Ringelmann No. 2 or darker.

7.14.2 No operation shall be conducted that will emit into the atmosphere any flying dust or dirt that is noticeable or that might constitute a nuisance.

7.14.3 Dust control operations shall be performed to prevent construction operations from producing dust in amounts harmful to, or causing a nuisance to, persons living nearby or occupying buildings in the vicinity of the Work. The use of water to clean streets will not be permitted in areas where earth shoulders will result in muddy public

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streets; other mechanical cleaning will be required in such areas.

7.14.4 Dry materials and rubbish shall be wet down to prevent blowing dust.

Excavated material leaving the site, or material being imported, shall be covered or wet down to prevent excessive dust from being created.

7.14.5 Construction activity that produces dust-causing disturbances shall be halted if winds exceed local code limits for construction activity.

7.15 Noise Control

Contractor shall abide by local noise ordinances.

7.16 Excavation Plans for Worker Protection

7.16.1 CONTRACTOR shall submit to DISTRICT for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. The plan shall be prepared specifically for the work by a registered civil or structural engineer who is licensed by the State of California. The plan shall be in an original format, not a reproduced copy, and shall include the engineer's original signature and seal. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the safety orders.

7.16.2 All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil bank. The submittal shall indicate the minimum horizontal distance from the top of trench to the edge of all surcharge loads for all cases of shoring and side slopes.

7.16.3 The detailed plan showing the design of shoring, etc., which CONTRACTOR is required to submit to DISTRICT for acceptance in advance of excavation, will not be accepted if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by DISTRICT or the Engineer/Architect or their consultants; nor will the plan be accepted if it is based on soils related design criteria that are less restrictive than the criteria set forth in the report on the investigations of subsurface conditions.

7.16.4 Nothing contained in this paragraph shall be construed as relieving CONTRACTOR of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

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7.17 Construction Dewatering, Erosion Control, Stormwater Discharge

7.17.1 If dewatering is necessary, CONTRACTOR must comply with all requirements for permitting, establishing, operating, and monitoring a construction dewatering program. This program must meet all requirements of the California Regional Water Quality Control Board (Santa Ana Region), and the latest revision of the NPDES permit for General Dewatering and the Monitoring and Reporting Requirements specified by the Regional Water Quality Control Board for the permit the contract is operating under. Should the CONTRACTOR not be able to obtain a Monitoring and Reporting Program under the General Dewatering Permit in a timely manner, CONTRACTOR may obtain written approval to operate under DISTRICT'S Permit and Monitoring and Reporting Program.

7.17.2 CONTRACTOR shall employ methods and approved devices for the control of erosion and stormwater runoff within the Work area. All work must meet the current requirements for permitting, reporting, and implementing best management practices of the California Regional Water Quality Control Board (Santa Ana Region).

7.18 Record Documents

CONTRACTOR shall maintain in a safe place at the site one (1) record copy of all drawings, specifications, Change Orders, correspondence, field test records, CONTRACTOR'S daily reports and construction photographs, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and Shop Drawings will be available to DISTRICT for reference. CONTRACTOR will be required to review with DISTRICT the status of all record documents in connection with DISTRICT'S evaluation of a Progress Payment Request. Failure to maintain current record documents shall be just cause to withhold payments for undocumented work. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to DISTRICT.

7.19 Substantial Completion

7.19.1 When CONTRACTOR considers that the entire Work or specified part of the Work has progressed to the point where it is substantially complete, CONTRACTOR shall, in writing to DISTRICT, certify that the entire Work is substantially complete, submit to DISTRICT record documents required by the contract, and request that DISTRICT issue a Certificate of Substantial Completion. Within a reasonable time, CONTRACTOR and DISTRICT shall make an inspection of the Work to determine the status of completion. If DISTRICT does not consider the Work, or any specified part of the Work, substantially complete, DISTRICT will notify CONTRACTOR of the reasons in writing. CONTRACTOR shall then accomplish the requisite work and then recertify that the entire Work, or any specified part, is substantially complete. If DISTRICT considers the Work, or specified part, substantially complete, DISTRICT will prepare and deliver to CONTRACTOR a certificate which shall fix the date of Substantial

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Completion. There shall be attached to the certificate a list of items (which should be minor in scope and nature) to be completed or corrected before Final Progress Payment. Until Final Progress Payment or use by DISTRICT, CONTRACTOR shall continue to be responsible for maintaining the Work.

7.19.2 DISTRICT shall have the right to exclude CONTRACTOR from the Work, or specified part, after the date of Substantial Completion, but DISTRICT will allow CONTRACTOR reasonable access to complete or correct items on the list attached to the Certificate of Substantial Completion.

7.19.3 Unless otherwise provided in the Contract Documents, the Work, or a specified part of the Work, is not substantially complete until after successful completion of all specified preoperational, startup and demonstration tests, which shall serve as evidence that the Work, or a specified part of it, can be utilized for the purposes for which it is intended.

7.20 Final Inspection

Upon written notice from CONTRACTOR that the minor items described in the list attached to the Certificate of Substantial Completion have been completed, DISTRICT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of the results of this inspection as to the items of the Work that appear to be incomplete, nonconforming, or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

7.21 CONTRACTOR's Continuing Obligation

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither any progress or Final Progress Payment by DISTRICT, nor the issuance of a Certificate of Substantial Completion, nor any payment by DISTRICT to CONTRACTOR nor any partial utilization by DISTRICT nor any act of acceptance by DISTRICT nor any failure to do so, nor any review and approval of the Shop Drawings or samples, nor any review of a Progress Schedule, nor any statement of acceptability by DISTRICT, nor any correction of defective work by DISTRICT will constitute an acceptance of work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents except as provided in a waiver of claims at the time of making and acceptance of the Final Progress Payment.

7.22 Cleaning During Construction and Final Cleanup

7.22.1 During execution of work, the site, adjacent properties, and public areas shall be cleaned daily and waste materials, debris, and rubbish disposed of to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish. CONTRACTOR shall provide containers for collection and disposal of waste materials, debris, and rubbish.

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7.22.2 Grease, dust, dirt, stains, labels, fingerprints, and other foreign materials shall be removed from exposed and semi-exposed surfaces. Marred surfaces shall be repaired, patched, and touched up to specified finish to match adjacent surfaces.

7.22.3 Upon completion and before making application for Substantial Completion or final inspection of the Work, CONTRACTOR shall clean all right ways, streets, borrow pits, and all other grounds occupied by them in connection with the Work of all rubbish, excess materials, temporary structures, and equipment. All parts of the Work and ground occupied by CONTRACTOR shall be left in a neat and presentable condition and returned to original grade unless otherwise specified.

7.23 Operation and Maintenance Manuals

Six (6) copies of all manufacturer's operation and maintenance manuals and data pertinent to equipment supplied shall be submitted. The six (6) manuals are in addition to the individual operation and maintenance manuals submitted with each final Shop Drawing submittal. The material shall be prepared and organized in three ring binders with divider tabs and labels, shall include a table of contents, and the following:

- 7.23.1.1 list of equipment furnished for project with name, address, and telephone number of vendor
- 7.23.1.2 list of serial numbers of equipment furnished
- 7.23.1.3 a copy of Shop Drawings for mechanical, electrical, and instrument equipment in final form
- 7.23.1.4 manufacturer's operation and maintenance instructions, preventative maintenance instructions, parts lists, and recommended spare parts
- 7.23.1.5 tabulation of motor nameplate horsepower, nameplate current, field measured current, overload relay setting, and catalog number
- 7.23.1.6 list of fuses, lamps, seals, and other expendable equipment and devices. Specify size, type, and ordering description. List name, address, and telephone number of vendor
- 7.23.1.7 for equipment systems, recommended step-by-step procedures for starting, operating, stopping, and trouble-shooting the equipment under all modes of operation
- 7.23.2 Drafts of the manuals shall be submitted 30 days prior to startup and testing. Manuals shall be submitted in their final form prior to Final Progress Payment application.

END OF ARTICLE

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ARTICLE 8 SITE CONDITIONS

8.1 Removal of Obstructions

CONTRACTOR shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the owner, all such improvements shall be removed, maintained, and permanently replaced at CONTRACTOR'S expense.

8.2 Location of Utilities and Structures

DISTRICT has endeavored to determine the existence of utilities and structures at the site of the Work from the records of the owners of known utilities in the vicinity of the Work. Unless otherwise noted, the positions of these utilities as derived from such records are shown on the plans. Unless otherwise noted, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of CONTRACTOR to determine the exact location of all service connections. CONTRACTOR shall make their own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. If CONTRACTOR while performing work discovers utility facilities not identified by DISTRICT or in a different position than identified in the Contract Documents, they shall immediately notify DISTRICT and responsible utility in writing.

8.3 Main or Trunk Line Facilities

8.3.1. Pursuant to Section 4215 of the Government Code, DISTRICT has the responsibility to identify, with reasonable accuracy, main or trunk line facilities on the plans and specifications. In the event that main or trunk line utility facilities are not identified with reasonable accuracy in the Contract Documents, DISTRICT shall assume the responsibility for their timely removal, relocation, or protection.

8.3.2. No later than two (2) days in advance of the work, CONTRACTOR shall expose all known main and trunk line crossings in the immediate area in order to provide for grade and alignment adjustments, if necessary.

8.3.3 CONTRACTOR shall be compensated by DISTRICT for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing, relocating, protecting, or temporarily maintaining such main or trunk line utility facilities not indicated with reasonable accuracy in the plans and specifications, and for equipment in the project necessarily idled during such work. In this regard, CONTRACTOR will be required to perform such work in accordance with Article 14. Alternatively, DISTRICT may make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility, or DISTRICT may make arrangements with the owner of the utility for such work to be done at no cost to CONTRACTOR.

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8.4 Service Connections

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner, CONTRACTOR shall bear all expenses incidental to work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner; it being understood that the owner of the service connection has the option of doing such work with their own forces or permitting the work to be done by CONTRACTOR

8.5 Other Utilities or Structures

8.5.1 When it is necessary to remove, relocate, or temporarily maintain a utility or structure which is in the position shown on the plans, the cost of which is not required to be borne by the owner, CONTRACTOR shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner; it being understood that the owner of the utility has the option of doing such Work with their own forces or permitting the work to be done by CONTRACTOR.

8.5.2 When it is necessary to remove, relocate, or temporarily maintain a utility or structure which is not shown on the plans or is in a position different from that shown on the plans and were it in the position shown on the plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner, DISTRICT will make arrangements with the owner of the utility for such work to be done at no cost to CONTRACTOR, or will require CONTRACTOR to do such work or will make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility. All work or changes in alignment and grade will be ordered in accordance with Article 13.

8.5.3 No representations are made that the obligations to move or temporarily maintain any utility or structure and to pay the associated cost is or is not required to be borne by the owner of such utility, and it shall be the responsibility of CONTRACTOR to investigate to find out whether or not this cost is required to be borne by the owner of the utility.

8.5.4 The right is reserved for governmental agencies and owners of utilities to enter at any time upon any street, alley, right way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

8.6 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

8.6.1 If asbestos or materials containing asbestos, petroleum or petroleum products, hazardous material or waste, or radioactive material is generated, uncovered, or revealed and is not shown or indicated in Contract Documents to be within the scope of the work, CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by Article

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6.5), and (ii) notify Owner and DISTRICT (and thereafter confirm such notice in writing) of any material that the CONTRACTOR believes may be material that is a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. Owner will investigate such material and issue a Change Order if required, in the manner specified in paragraph 8.8.2, unless and to the extent paragraph 8.6.2 applies. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely.

8.6.2 If after receipt of such special written notice CONTRACTOR does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then DISTRICT may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work.

8.7 Hazardous Materials Brought to the Site by CONTRACTOR

8.7.1 DISTRICT shall not be responsible for any hazardous material, asbestos, PCB's, petroleum, hazardous waste, or radioactive materials brought to the site by CONTRACTOR, Subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible.

8.8 Differing Physical Conditions

8.8.1 The CONTRACTOR shall promptly notify the DISTRICT of the following work site conditions (hereinafter called differing physical conditions), in writing, upon their discovery and before they are disturbed:

1. Subsurface or latent physical conditions differing from those indicated by information about the site made available to Bidders prior to the deadline for submitting bids;
- ~~3.2.~~ 3.2. Unknown physical conditions of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed.

8.8.2 DISTRICT will promptly investigate conditions which appear to be differing physical conditions. If the DISTRICT determines that the conditions are differing physical conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with Article 14. If the DISTRICT determines that conditions are differing physical conditions and they will materially affect performance time, the CONTRACTOR, upon submitting a written

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request, will be granted an extension of time subject to the provisions of Article 14.

8.8.3 If the DISTRICT determines that the conditions do not justify an adjustment in compensation or extension of time, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the DISTRICT in writing if the CONTRACTOR disagrees.

8.8.4 Should the CONTRACTOR disagree with the decision, it may submit a written notice of potential claim to the DISTRICT before commencing the disputed work. In the event of such a dispute, the CONTRACTOR shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the CONTRACTOR shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties. The CONTRACTOR shall proceed as provided in Articles 6 and 14.

8.8.5 The CONTRACTOR'S failure to give notice of differing physical conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

END OF ARTICLE

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ARTICLE 9 SHOP DRAWINGS AND SAMPLES

9.1 General

9.1.1 CONTRACTOR shall submit Shop Drawings to DISTRICT for review and approval in accordance with the schedule of Shop Drawing submissions. All submittals ~~will-shall~~ be identified as DISTRICT may require. For each Shop Drawing, CONTRACTOR shall include an electronic file, in PDF format, and ~~eight-six (68)~~ paper copies ~~shall be submitted~~, except ~~ten-eight (810)~~ paper copies shall be submitted for Shop Drawings related to electrical and instrumentation, unless otherwise specified in the Special Provisions. The data shown on the Shop Drawings ~~shall will~~ be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show DISTRICT the materials and equipment CONTRACTOR proposes to provide and to enable DISTRICT to review the information for the limited purposes required by this Article.

9.1.2 CONTRACTOR shall also submit samples to DISTRICT for review and approval in accordance with the accepted schedule of Shop Drawing submissions. Each sample ~~will-shall~~ be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as DISTRICT may require to enable DISTRICT to review the submittal for the limited purposes required by this Article. At least two of each sample shall be submitted unless otherwise specified in the Special Provisions.

9.1.3 Within twenty-one (21) days after receipt of Shop Drawings or sample submittals, ~~DISTRICT's Representative~~ will return three (3) paper copies of Shop Drawings, or in the case of samples, copies of transmittal documents, to CONTRACTOR with comments. If CONTRACTOR requires more than three (3) paper copies of Shop Drawings, then the number of Shop Drawings submitted by CONTRACTOR shall be incremented by the number of additional copies required by CONTRACTOR.

9.2 Shop Drawings and Sample Submission Procedures

9.2.1 Before submitting each Shop Drawing or sample, CONTRACTOR shall have determined and verified:

- 9.2.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information
- 9.2.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work
- 9.2.1.3 all information relative to CONTRACTOR'S means, methods, techniques, sequences and procedures of construction, and safety precautions and

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programs

9.2.2 CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

9.2.3 The DISTRICT'S Shop Drawing Transmittal Form, a copy of which is included in the appendix, shall accompany all Shop Drawings and samples. Shop Drawings and samples shall be returned "un-reviewed", if not accompanied by a transmittal form or if the form is not completed in full. Each Shop Drawing and sample submission will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submission.

9.2.4 At the time of each submission, CONTRACTOR shall give DISTRICT specific written notice of such variations, if any, that the Shop Drawing or sample submitted may have from the requirements of the Contract Documents. Such notice shall be in a written communication separate from the submittal. CONTRACTOR shall also cause a specific notation of each such variation to be made on each Shop Drawing and sample submitted to DISTRICT for review and approval.

9.2.5 DISTRICT will review and approve or disapprove or return as incomplete Shop Drawings and samples. DISTRICT'S review and approval or disapproval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. DISTRICT'S review and approval or disapproval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by DISTRICT, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Corrected Shop Drawings shall retain the number assigned to the Shop Drawing upon the first submittal and shall be given an R (for revision) and the number of revision of that Shop Drawing. Example: Submittal No. 15-R1 (Submittal No. 15, Revision 1). CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by DISTRICT on previous submittals.

9.2.6 DISTRICT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called DISTRICT'S attention to each such variation at the time of submission as required by subparagraph 9.2.4 and DISTRICT has given written approval of each such variation by a specific written notation incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by DISTRICT relieve CONTRACTOR from responsibility for complying

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with the requirements of this Article.

9.2.7 No portion of the Work requiring a Shop Drawing submittal shall be started until the submittal has been reviewed by DISTRICT and returned to CONTRACTOR with a notation indicating that resubmittal is not required.

| 9.2.8 DISTRICT ~~shall~~will review the initial submittal of Shop Drawings and sample submissions and one resubmittal without cost to CONTRACTOR. The cost of review of multiple resubmittals ~~shall~~will be charged to CONTRACTOR.

END OF ARTICLE

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ARTICLE 10 SCHEDULES

10.1 General

10.1.1. CONTRACTOR shall prepare and submit to DISTRICT for review, a Progress Schedule showing the order in which CONTRACTOR proposes to carry out the Work, the dates on which the several salient features (including procurement of materials and equipment) will start and the contemplated dates for completing same. The Progress Schedule shall show the order in which CONTRACTOR proposes to accomplish the installation workdays by craft for each activity. The Progress Schedule shall be an amplification of, and shall concur with the interim and final completion requirements of the Contract Documents. The schedule shall show all of the work to be completed for each milestone and for partial utilization. The schedule breakdown shall be by divisions of work subdivided into areas or facilities in sufficient detail so that DISTRICT may readily evaluate CONTRACTOR'S progress at any given time during the course of the Work and shall be so arranged and itemized as to be of assistance to DISTRICT in the evaluation of CONTRACTOR'S Progress Payment Requests.

10.1.2 CONTRACTOR shall prepare and submit to DISTRICT for review, a schedule of Shop Drawing and sample submissions. This schedule shall consist of a list of the submittals to be made over the course of the project; anticipated and actual dates of submittal and return for both initial and resubmissions; and the anticipated dates of submittal approval so as not to delay the project. The schedule shall allow for review and processing time by DISTRICT.

10.1.3 CONTRACTOR shall prepare and submit to DISTRICT for review with the initial acceptable schedule, labor estimates contemplated or required by the schedule in a form acceptable to DISTRICT. Updated plan and actual expended labor estimate charts shall be submitted with each monthly or interim schedule submission when requested by DISTRICT.

10.2 Submittal of Schedules

10.2.1 The form and level of detail of the schedule shall be as detailed in the Special Provisions or as approved by DISTRICT. At a minimum, a schedule diagram shall be submitted that is neatly lettered and legibly drawn to a time scale.

10.2.2 CONTRACTOR shall enter on the schedules the actual progress on a monthly basis, or at such intervals as requested by DISTRICT, and shall deliver to DISTRICT three (3) copies of the schedule documentation.

10.2.3 Schedules are to be submitted as a part of each Progress Payment Request. Failure to submit an updated schedule and any corrections or clarifications that have been requested and accepted by DISTRICT may result in the withholding of a portion of the progress payment until CONTRACTOR submits schedule or updated schedule that is acceptable to DISTRICT. The amount withheld shall be in the amount of \$5,000 or 30

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percent of the progress payment amount, whichever is greater. If additional updated schedules are requested by DISTRICT they are to be provided within seven (7) days of the date of request, but do not constitute permission to submit additional Progress Payment Requests.

10.3 Review of Schedules

10.3.1 DISTRICT shall review schedule submittals. If, in the opinion of DISTRICT, the schedule (1) does not accurately reflect CONTRACTOR'S actual or anticipated progress or work plan or, (2) cannot be used to effectively evaluate CONTRACTOR'S progress or, (3) is not in compliance with this Article and other appropriate sections of the Contract Documents, it will be returned to CONTRACTOR for corrections or clarification. CONTRACTOR shall make the necessary corrections and resubmit or shall respond in detail to DISTRICT'S comments and request that the submittal be accepted without modification. Failure by CONTRACTOR to provide corrections or clarifications to schedule submittals as directed by DISTRICT shall constitute reason to withhold approval of any Progress Payment Request.

10.3.2 DISTRICT'S review of schedule submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has, in writing, called DISTRICT'S attention to each such variation at the time of submission and DISTRICT has given written approval of each such variation; nor shall any approval by DISTRICT or DISTRICT'S Representative relieve CONTRACTOR from responsibility for compliance with any provision of the Contract Documents, except as specifically approved with respect to such variation.

10.4 Time of Performance

The Contract Time establishes the period and duration in which DISTRICT expects the Work to be performed. Any schedule that shows completion ahead of the Contract Time shall include additional supporting data to explain the basis of the shorter time for performance. DISTRICT may (1) notify CONTRACTOR that the Contract Time is being adjusted by Change Order to reflect the shorter schedule duration or (2) elect not to adjust the Contract Time and allow the use by all parties of the increased schedule flexibility that the shorter schedule represents. In any case, DISTRICT shall not be responsible for any costs to CONTRACTOR, actual or anticipated, resulting from delay of any cause that prevents completion of any part or all of the Work unless it prevents CONTRACTOR from meeting the interim or final completion requirements of the Agreement; nor shall DISTRICT be obligated to incur any additional costs for administration or inspection of accelerated work.

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10.5 Changes

It is understood that revisions to the schedule are inherent in the nature of construction. This may require that changes be made in the schedule to reflect the dynamic nature of the design and the work. Actions by DISTRICT, CONTRACTOR, or the Engineer/Architect that may affect the progress of any part or all of the work shall make use of the flexibility in the Progress Schedule, often expressed as schedule float or slack time, or as may result from changes in the sequencing of individual work items, to limit the impact of such actions. The concept of shared schedule flexibility shall not be limited by the inclusion of restraints, logic, or imposed dates into the schedule that cannot be reasonably justified. Excessive use of schedule flexibility by any party is contrary to this sharing concept. Excessive use of schedule flexibility by CONTRACTOR may be cause for denial of a request for an extension in Contract Time.

10.6 As-Built Schedule

After Substantial Completion, but prior to Final Progress Payment, CONTRACTOR shall submit an as built schedule. The schedule shall reflect (1) all as built critical paths, (2) all contract activities, including all added activities, with their actual start and finish dates, (3) the actual number of separate days during which work was performed on each activity, and (4) the actual number of installation workdays by craft that were required to complete each activity.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 11 PAYMENTS TO CONTRACTOR

11.1 Schedule of Values

11.1.1 The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payment Requests during the course of the Work. CONTRACTOR shall confirm in writing at the time of submission, that an appropriate amount of direct costs, supplemental costs, administrative expenses, contingencies, and profit have been allocated to each item of work.

11.1.2 If the bid form contains a bid item price for mobilization, the schedule of values shall distribute these costs such that no more than fifty (50) percent of the bid item amount shall be paid as mobilization in the first Progress Payment Request and at least five (5) percent of the bid item amount shall be paid in the Final Progress Payment Request as demobilization with the remainder paid in equal installments over the duration of the Work.

11.2 Measurement of Quantities for Unit Price Work

11.2.1 Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe shall be determined by measurement along longitudinal axis.

11.2.2 Unless otherwise specified, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension.

11.2.3 Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

11.2.4 When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the DISTRICT, on a completely automated weighing and recording system. The CONTRACTOR shall furnish the DISTRICT with duplicate licensed weighmaster's certificates showing actual net weights. The DISTRICT will accept the certificates as evidence of weights delivered.

11.2.5 Units of measurement shall be in U.S. Customary Units, in accordance with General Provisions, Article 1.

11.3 Payment for Lump Sum and Unit Price Work

11.3.1 Work items for which quantities are indicated in the Schedule of Work Items (Bid) as "Lump Sum", or "L.S." shall be paid for at the price indicated in the Bid. Such

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payment shall be full compensation for the items of work and all work appurtenant thereto.

11.3.2 Unit price item quantities listed in the Schedule of Work Items (Bid) shall not govern final payment. Payment to CONTRACTOR shall be made only for actual quantities of Contract items constructed in accordance with the Contract Documents. If actual quantities differ from the quantities given in the Schedule of Work Items, payment shall be subject to the provisions of Paragraph 14.9 Unit Price Work, Article 14, Changes in Contract Price or Contract Time.

11.3.3 The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

11.3.4 Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract Documents. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of plan lines. No compensation will be allowed for disposing of rejected or excess materials.

11.4 Progress Payments

11.4.1 DISTRICT shall, on or before the fifth day of each calendar month after actual construction work is started, except in case of the Final Progress Payment, cause an estimate in writing to be made by DISTRICT's Representative of the value of the total amount of the work completed by CONTRACTOR through the twenty fifth day of the preceding month. In estimating such value, DISTRICT's Representative may take into consideration, along with other facts and conditions deemed by them to be proper, the ratio of the difficulty or cost of the work done to the probable difficulty or cost of the work remaining to be done. This estimate will be provided to CONTRACTOR for inclusion into the Progress Payment Request to be submitted by CONTRACTOR.

11.4.2 DISTRICT shall retain five (5) percent of such estimated value as part security for fulfillment of the Agreement by CONTRACTOR and shall pay to CONTRACTOR the balance of such estimated value after deducting all previous payments and all sums to be kept or retained under the terms of the Agreement. Nothing herein shall require payment of a disputed amount or limit DISTRICT's ability to withhold an amount in respect of a disputed amount as provided for in Section 7107 of the Public Contract Code.

11.4.43 DISTRICT may condition payment of any undisputed contract amount, including Final Progress Payment and retention release, upon the release by CONTRACTOR of all claims related to that amount. Disputed claims of a stated amount may be expressly excluded by CONTRACTOR from such a release.

11.4.54 The following is a summary of the provisions of article 1.7 of Chapter 1 of Part 3 of Division 2 (commencing with Section 20104.50) of the Public Contract Code,

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regarding progress payments, and is subject to the actual provisions of that statute.

11.4.65 If DISTRICT fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Progress Payment Request from CONTRACTOR, DISTRICT shall pay interest to CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

11.4.76 Upon receipt of a Progress Payment Request, DISTRICT shall act in accordance with both of the following:

11.4.76.1 Each payment request shall be reviewed by DISTRICT as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

11.4.76.2 Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing why the payment request is not proper.

11.4.87 The number of days available to DISTRICT to make a payment without incurring interest pursuant to subparagraph 11.4.6-5 shall be reduced by the number of days by which DISTRICT exceeds the seven (7) day return requirement set forth in subparagraph 11.4.76.

11.4.98 For purposes of this Article, a "progress payment" includes all payments due CONTRACTOR, except that portion of the final payment designated under this Agreement as retention.

11.4.10-9 If a higher retention amount is specified in the Notice Inviting Sealed Proposals, the higher amount shall supersede and replace all references in the Contract Documents indicating a five (5) percent retention amount.

11.5 Materials and Equipment Onsite

11.5.1 If unused materials and equipment are included in a Progress Payment Request by CONTRACTOR, DISTRICT ~~will may~~ in its sole discretion determine whether to include payment for the unused materials and equipment or any portion thereof in the Progress Payment. If a determination is made to include any such materials or equipment, DISTRICT will determine and pay their the value of any such materials and equipment not incorporated into the Work. DISTRICT will pay ninety five (95) percent of the value so determined by DISTRICT, provided (i) such materials and equipment have been delivered on the ground and suitably stored at the site, or have been stored offsite subject to the control of DISTRICT, in a manner acceptable to DISTRICT and (ii) the timing of the advance delivery is reasonably necessary for the incorporation of the materials and equipment into the Work in accordance with the Progress Schedule approved under

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paragraph 10.1. When payment to CONTRACTOR is made for stored material and equipment, CONTRACTOR shall submit invoices marked "paid" by the supplier with the Progress Payment Request following such payment to CONTRACTOR documenting that CONTRACTOR has paid for said materials and equipment or the previously paid amount shall be deducted from remaining payments or retainage for stored materials and equipment not so properly documented.

11.5.2 If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Progress Payment Request shall be accompanied by such data, satisfactory to DISTRICT, as will establish DISTRICT'S title to the material and equipment and protect DISTRICT'S interest, including applicable insurance.

11.5.3 In no event shall the quantity of material and equipment submitted for payment be in excess of the actual final installed quantity. Payments made according to this paragraph shall be no greater than ninety-five (95) percent of the unit price for the item to be installed regardless of the actual cost.

11.6 Final Progress Payment and Retention Release

11.6.1 When the Work, including minor items identified on the certificate of Substantial Completion, delivery of record documents, O&M Manuals, and final cleanup, has been completed to the satisfaction of DISTRICT'S Representatives, they shall make a final estimate of the total amount of work done and the amount to be paid under the terms of the Agreement. If DISTRICT finds the Work has been completed according to the Contract Documents, they shall accept the Work and pay the entire sum so found to be due after deducting all previous payments and all amounts to be retained under the provisions of the Agreement. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The retention payment shall not be due and payable until the expiration of thirty-five (35) days from the date of recording by the County a Notice of Completion of the Work by DISTRICT.

11.6.2 It is agreed by CONTRACTOR that no certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Work and no payment shall be construed to be an acceptance of any defective work or improper materials.

11.6.3 CONTRACTOR further agrees that the payment of the final amount due under the Agreement shall release DISTRICT, DISTRICT'S Representative, the Engineer/Architect, and each of their officers, directors, employees, and agents from any and all claims or liability arising out of the Work related to the amount paid.

11.7 DISTRICT'S Right to Withhold and Use Certain Amounts

11.7.1 In addition to the amount that DISTRICT may retain in accordance with paragraph 11.4, DISTRICT may withhold a sufficient amount from any payment otherwise due to CONTRACTOR as in their judgment may be necessary to cover:

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- 11.7.1.1 payments which may be past due and payable for just claims against CONTRACTOR or any Subcontractors for labor or materials furnished in or about the performance of the Work
- 11.7.1.2 estimated or actual costs for correcting defective work not remedied
- 11.7.1.3. amounts claimed by DISTRICT as forfeiture due to delay or other offsets

11.7.2 DISTRICT may apply such withheld amounts to the payment of such claims at their discretion. In so doing, DISTRICT shall be deemed the agent of CONTRACTOR and any payments so made by DISTRICT shall be considered as a payment made under the Agreement by DISTRICT to CONTRACTOR, and DISTRICT shall not be liable to CONTRACTOR for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. DISTRICT will render to CONTRACTOR a proper account of such funds disbursed in behalf of CONTRACTOR.

~~11.7.3 In accordance with Public Contract Code Section 9201, DISTRICT shall timely notify CONTRACTOR if DISTRICT receives any third party claim relating to the Work. DISTRICT shall be entitled to recover from CONTRACTOR the reasonable costs incurred by DISTRICT in providing such notification.~~

11.8 Substitution of Securities for Amounts Withheld

11.8.1 Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR may substitute securities for any monies withheld by DISTRICT to ensure performance of the Work. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with DISTRICT or with a state or federally chartered bank in California as the escrow agent. Such securities shall be released to CONTRACTOR at the same time as amounts retained would be released under paragraph 11.6 upon satisfactory completion of the Work, to the extent such securities have not previously been utilized or are not then being held by DISTRICT or the escrow agent for purposes as provided in this Agreement. Alternately, CONTRACTOR may request, and DISTRICT shall make, payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR as provided in Section 22300 of the Public Contract Code.

11.8.2 If such securities are deposited with DISTRICT, DISTRICT shall determine their value. DISTRICT shall also be entitled in their discretion to sell, redeem, or otherwise convert them or portions thereof to cash in order to apply them to any of the purposes set forth in the Agreement for which amounts may be withheld from CONTRACTOR and used. CONTRACTOR shall furnish such documents as are deemed necessary by DISTRICT to enable DISTRICT to make such sales, redemptions, or conversions.

11.8.3 If the securities are deposited with an escrow agent, CONTRACTOR, escrow

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agent, and DISTRICT shall execute the form entitled "Escrow Agreement for Security Deposits in Lieu of Retention."

11.8.4 Securities eligible for investment under this paragraph shall be those listed in California Government Code Section 16430 or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and DISTRICT.

11.8.5 CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any accrued interest.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 12 OTHER WORK ONSITE

12.1 Cooperation with Other Work

12.1.1 Nothing in the Contract Documents shall be interpreted as granting to CONTRACTOR exclusive occupancy of the site of the Work. CONTRACTOR must ascertain to their own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by DISTRICT in the construction of the project, to the end that CONTRACTOR may perform the Work in the light of such other contracts, if any.

12.1.2 CONTRACTOR shall schedule their work and cooperate with all other forces working in the area so that all improvements in the project area may be installed in a logical, professional manner.

12.1.3 CONTRACTOR shall take due precautions to protect all improvements placed by others in the vicinity of their operations.

12.1.4 CONTRACTOR shall restrict operations of stockpiling material, equipment, spoil, etc., to within the easements, street right-of-way, or other designated areas as shown on the plans.

12.1.5 CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working in the area.

12.1.6 If through acts or neglect on the part of CONTRACTOR, any other contractor or subcontractor shall suffer loss or damage to their work, CONTRACTOR agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against DISTRICT, DISTRICT's Representative, the Engineer/Architect, or their consultants on account of any damage alleged to have been so sustained, DISTRICT shall notify CONTRACTOR who shall hold harmless, indemnify and defend DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their officers, directors, employees, and agents against any such claim, including attorney's fees and any other costs incurred by the indemnified parties relative to any such claim, provided, however, that the foregoing shall not relieve any indemnified party from liability to the extent that such liability arises from such parties' active negligence.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 13 CHANGES IN THE WORK

13.1 Changes In the Work

13.1.1. Without invalidating the Agreement and without notice of any surety, DISTRICT may, at any time, by duly executed Change Order or Change Request, order changes consisting of additions, deletions, or other revisions in the Work. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If a change under this Article causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, DISTRICT will make an adjustment as provided in Article 14.

13.1.2 DISTRICT may present to CONTRACTOR an unsigned proposed Change Request requesting that CONTRACTOR submit a proposal for an adjustment in the Contract Price or the Contract Time for a proposed change in the Work. CONTRACTOR shall submit a proposed adjustment with all supporting data in accordance with Article 14 and the directions given in the Change Request within fourteen (14) days of receipt. The proposed adjustment shall include an itemized estimate of all costs and time for the performance that will result directly or indirectly from the changes described. Estimates shall be presented in sufficient detail and with documentation such that DISTRICT can (1) analyze all material, labor, equipment, subcontract, overhead costs and fees, and any other costs covering all aspects of the work involved in the change, whether such was added, deleted, changed, or impacted; (2) determine that the proposal reflects all impacts on the Work of the proposed change; and (3) establish that all provisions of the Contract Documents have been complied with. Any amount claimed for Subcontractors or suppliers shall be similarly supported.

13.1.3 DISTRICT may give instructions that may result in changes in the Work not involving an adjustment in the Contract Price or the Contract Time when such changes are necessary or expedient to the satisfactory performance and completion of the Work. These instructions shall be binding on CONTRACTOR. CONTRACTOR shall promptly notify DISTRICT when an instruction, direction, interpretation, or determination is received from any source that may cause any change in the Work. Any instruction, direction, interpretation, or determination from DISTRICT, the Engineer/Architect or any other source that causes a change in Contract Price or Contract Time shall be treated as a change under this Article provided that CONTRACTOR gives DISTRICT written notice stating the date, circumstances, specific order, and that CONTRACTOR regards the instruction as a change. Such written notification shall be given to DISTRICT within seven (7) days after receipt and before CONTRACTOR acts on said instruction, direction, interpretation, or determination. No claim, change, or notice by CONTRACTOR will be allowed if asserted after work has commenced on, or if notice is not provided within the stated time limit provided after receipt of the instruction, direction, interpretation, or determination from DISTRICT, the Engineer/Architect, or any other source.

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13.1.4 In making changes under this Article, DISTRICT may give consideration to a notice, proposal, or claim from CONTRACTOR, provided the proposal or claim is presented in accordance with the requirements of this Article and Article 14. CONTRACTOR shall provide DISTRICT any additional or supplemental information requested for purposes of evaluation of CONTRACTOR'S submittal, but such requests by DISTRICT will not constitute acceptance of the notice, proposal, or claim.

13.1.5 It shall be CONTRACTOR's responsibility to notify the surety of any change affecting the general scope of the Work or change in the Contract Price, and the amount of each applicable bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to DISTRICT if requested.

13.2 Change Orders and Change Requests

13.2.1. Contract Price or Contract Time shall be changed only by Change Order. The basis for a subsequent change in Contract Price or Contract Time may also be authorized by Change Request duly executed by DISTRICT.

13.2.2 A Change Order duly executed by DISTRICT and CONTRACTOR provides for an all inclusive settlement for all changes and direct, supplemental, indirect, consequential, and cumulative costs and delays. CONTRACTOR'S signature represents a waiver of any and all rights to file a claim on account of these changes.

13.2.3 DISTRICT may use Change Requests to order changes in the Work, provide the basis for a subsequent adjustment in the Contract Price or the Contract Time, or authorize deviations in the Work. Amounts for work directed by a Change Request shall not be included in Progress Payment Requests until that Change Request has been incorporated into an approved Change Order.

13.2.4 An unsigned Change Request may be used by DISTRICT and CONTRACTOR to negotiate changes in the Work, or in the Contract Price or the Contract Time. A Change Request will be the instrument used by DISTRICT to direct work on a time and material basis as described in Article 14. A Change Order will be issued to incorporate the instruction to proceed with a change on a time and material basis into the Agreement after the actual cost of the work has been determined.

13.3 Waivers

13.3.1 No proposal or claim by CONTRACTOR for an adjustment under this Article shall be allowed for any costs or delay incurred more than seven (7) days before CONTRACTOR gives written notice, as required.

13.3.2 No proposal or claim by CONTRACTOR for an adjustment under this Article shall be allowed if made after the date of Final Progress Payment.

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13.3.3 Additional work performed without authorization of a Change Order or properly executed Change Request will not entitle CONTRACTOR to an increase in Contract Price or an extension of Contract Time, except in the case of an emergency.

13.3.4 CONTRACTOR acknowledges that there may be changes during the course of the Work and acknowledges that the probable effect of changes has been accounted for in the development of the Contract Price and Progress Schedule. Whenever CONTRACTOR makes a proposal or claim such proposal or claim shall include the total amount of adjustment in Contract Price and Contract Time to which the CONTRACTOR believes they are entitled. Except as DISTRICT and CONTRACTOR may otherwise agree in writing, CONTRACTOR shall be deemed to have waived (1) any adjustment to which it might otherwise be entitled where such proposal or claim fails to request such adjustments, (2) any increase in the amount of adjustment additional to that requested in the proposal or claim, and (3) any claim for reimbursement of impact allegedly resulting from the cumulative effect of the number, nature, or extent of any changes.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 14 CHANGES IN CONTRACT PRICE OR CONTRACT TIME

14.1 Changes in Contract Price or Contract Time

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for all duties, responsibilities, and obligations required to perform the work. All duties, responsibilities, and obligations assigned or undertaken by CONTRACTOR shall be at their expense without change in the Contract Price except as set out below.

14.2 Proposal or Claims Substantiating Adjustments

14.2.1 Supporting data for any proposal or claim by CONTRACTOR shall include at a minimum a complete and detailed breakdown of the proposed price and a detailed explanation of any time impact for the change. The proposed price shall be based on the lowest reasonable cost consistent with sound construction practice. Trade estimating guides (such as NECA guides) shall not be used as the basis for determining labor rates.

The breakdown shall include itemizations by trade of all labor with labor hours and hourly rates, equipment with hours of use and rates, and material by item with costs, all in sufficient detail to evaluate the cost of the individual components of the work, including copies of purchase orders, invoices, and subcontract change orders. CONTRACTOR must prove that additional costs arising out of the events were necessarily incurred despite CONTRACTOR's reasonable, prudent, and diligent efforts to prevent such costs.

14.2.2 CONTRACTOR's proposal and claim supporting data shall become due within fourteen (14) days of delivery of the unsigned Change Request or receipt by DISTRICT of written notice of claim (unless DISTRICT allows an additional period), and shall remain firm for a period of not less than sixty (60) days from receipt by DISTRICT of the proposal or supporting data. Any delay in the submittal of a proposal or claim will not justify or constitute basis for an increase in the Contract Price or the Contract Time. Proposals or claims shall be submitted on forms acceptable to DISTRICT.

14.2.3 Failure of CONTRACTOR to comply with the time requirements for written notice or for submittal of supporting data shall be considered a waiver by CONTRACTOR of any claim for an addition to the Contract Price or an adjustment to the Contract Time and CONTRACTOR agrees that no additional compensation or time adjustments are due if the provisions of Article 13 and this Article are not complied with.

14.2.4 Where the change in the Contract Price arises from changes in the schedule of all or part of the Work, or where a change in the Contract Time is requested, the proposal shall be based on a detailed analysis of the Progress Schedule, and shall cover all applicable elements affecting the work involved, including, but not limited to, labor crews, craft levels, equipment utilization, work during other than normal working hours, productivity and production rates, shop drawing preparation, submittal and review, material and equipment delivery, and testing and startup times.

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14.3 Methods for Determining Adjustments in the Contract Price

14.3.1 The methods to be used to determine an adjustment in the Contract Price required by changes ordered or negotiated according to these general provisions, or work covered by a proposal or a claim, also termed the "work involved," are limited to the following:

- 14.3.1.1 Contract Unit Prices: Where the work involved is covered or is of the same character as unit price work, by application of those unit prices to the quantities of the items involved (subject to the provisions covering unit price work). No additional allowances or charges shall be added to these unit prices.
- 14.3.1.2 Negotiated Unit Prices: Where the work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs calculated in accordance with this Article.
- 14.3.1.3 Negotiated Lump Sum: By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated cost of the work involved.
- 14.3.1.4 Time and Material Work: Where DISTRICT and CONTRACTOR cannot agree on any of the methods described above, DISTRICT may direct CONTRACTOR to proceed with the work involved on the basis of actual costs. When time and material work is directed by DISTRICT, DISTRICT shall prescribe the required procedures for accounting of the allowed costs. These procedures shall include daily accounting of the material and equipment used and labor employed. Failure to submit this information for acknowledgement by DISTRICT within one (1) day after any part of the work is performed shall result in any discrepancy between DISTRICT's and CONTRACTOR's records being resolved in favor of the DISTRICT's records.
- 14.3.1.5 Estimated Adjustment: Where DISTRICT and CONTRACTOR cannot agree on any of the methods described, and DISTRICT does not wish to proceed on a time and material basis, DISTRICT shall establish a reasonable adjustment to the Contract Price for the work involved. The adjustment in the Contract Price and the Contract Time will be issued by Change Request, incorporated into the Agreement by Change Order and CONTRACTOR shall be paid on that basis. CONTRACTOR may file a claim if it does not agree with the adjustment.
- 14.3.1.6 Where the work involved is not covered by any of the preceding methods, and when payment is to be determined by a court of competent jurisdiction or other agreed method of dispute resolution, it is agreed that the actual

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cost method shall be the appropriate method for determining the cost of the work involved. Payroll, equipment, material, and other costs will only be allowable when determined from daily time sheets which expressly correlate to the work involved, that were prepared while work was in progress, clearly listing actual units and usage, and were submitted to DISTRICT as the work was performed.

14.3.2 CONTRACTOR shall provide to DISTRICT, if requested, proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Article.

14.4 Labor, Installed Material and Equipment, and Subcontract Costs

14.4.1 Payroll costs for craft labor in the direct employ of CONTRACTOR assigned to the site and engaged in the work involved are reimbursable. Payroll costs shall include wages plus the necessary labor burdens, which may include social security, unemployment, worker's compensation, health and retirement benefits, vacation and holiday pay, and other payments according to prevailing wage rates but shall exclude profit sharing, bonuses, and similar remuneration's. Labor charges shall be allowed only for hourly labor directly involved in the work. Such personnel may include working foremen at the site. The cost of all salaried employees shall be considered as a part of allowances allowed in this Article. Labor rates shall be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by prevailing wage rates or by mutual agreement between DISTRICT and CONTRACTOR prior to the commencement of work. The expenses of performing work after regular hours, on weekends or holidays, shall be included in the above to the extent authorized by DISTRICT as set out in the Contract Documents.

14.4.2 Payments by CONTRACTOR to suppliers for all installed material and equipment in the work involved, including transportation and storage costs, and necessary suppliers field services are reimbursable. All cash deposits shall accrue to DISTRICT, if DISTRICT advances funds to CONTRACTOR with which to make payments. All trade discounts, rebates, and refunds and all returns from the sale of surplus items shall accrue to DISTRICT and CONTRACTOR shall make provisions so that they may be obtained. When required by DISTRICT, CONTRACTOR shall obtain competitive bids from suppliers nominated by DISTRICT and shall deliver such bids to DISTRICT for selection of a bid. When determining material and equipment costs, actual invoices segregating items associated with work involved shall be the record upon which actual costs shall be based.

14.4.3 Payments by CONTRACTOR to Subcontractors for work involved performed by Subcontractors are reimbursable. If required by DISTRICT, CONTRACTOR shall obtain competitive detailed bids from three (3) Subcontractors and shall deliver them to DISTRICT who will then determine which bid will be selected. When determining Subcontractor costs at any tier, the Subcontractor's cost shall be determined in the same

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manner as CONTRACTOR's costs. All subcontracts shall be subject to the provisions of this Article insofar as applicable.

14.5 Construction Equipment Costs

14.5.1 Equipment costs required solely in connection with the work involved reflecting rented or leased or owned equipment for individual construction equipment or machinery whose replacement value is in excess of \$1,000.00 is reimbursable. Transportation, loading and unloading, installation, dismantling, and removal costs shall be included only if such equipment is or was transported to the site solely to perform the work involved. All charges for equipment shall cease when the equipment is no longer necessary to perform the work involved. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of work.

14.5.2 For equipment owned, rented or leased by CONTRACTOR, CONTRACTOR shall be entitled to actual costs based on negotiated rental or lease rates, but in no event shall the amounts exceed the rates listed in the most current and appropriate "Labor Surcharge and Equipment Rental Rates" Guide (Guide) published by State of California Business, Transportation and Housing Agency, Department of Transportation, Division of Construction. Rates for equipment not included in the Guide shall be interpolated or extrapolated from the information contained in the Guide. In addition to the rental or leasing rate, operating costs shall not exceed the estimated hourly operation rate in the Guide. For multiple shift work, the allowable equipment rate for second or third shifts shall not exceed fifty (50) percent of the base rate. Costs for rented or lease equipment shall not be billed to DISTRICT in excess of the following:

<u>Actual or Anticipated Usage</u>	<u>Payment Rate</u>
Less than 8 hours	Hourly Rate
1 day but less than 7 days	75 percent of Hourly Rate
8 days but less than 30 days	50 percent of Hourly Rate
30 days or more	40 percent of Hourly Rate

14.6 Supplemental Costs

14.6.1 Costs of special consultants who are not employees in the direct employ of CONTRACTOR or any of the Subcontractors or suppliers, or special Subcontractors are reimbursable; provided that those costs are or were authorized by DISTRICT prior to proceeding with the work involved, and only if their activities are not covered by costs included under paragraph 14.4, or are not excluded by paragraph 14.7.

14.6.2 Sales, consumer, or similar taxes, royalty payments, and fees for permits and licenses, related solely to the work involved for which CONTRACTOR is liable, are reimbursable.

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14.6.3 Deposits to be lost for causes other than negligence of CONTRACTOR related solely to the work involved are reimbursable.

14.6.4 Increased costs of premiums for Bonds and Insurance resulting solely because of the work involved will be paid as an allowance in accordance with paragraph 14.8.

14.7 Costs Covered by CONTRACTOR'S Allowances

14.7.1 The cost of work involved shall not include any of the following costs, all of which are considered to be covered by CONTRACTOR'S allowances:

14.7.1.1 payroll costs and other compensation of (a) personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for management or administration of the Work, including, but not limited to, CONTRACTOR'S officers, executives, principals, general managers, project managers, construction managers, resident superintendents, nonworking foremen, estimators and schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, and (b) personnel employed by CONTRACTOR in CONTRACTOR'S principal or branch office in support of the performance, management or administration of the Work, including, but not limited to, engineers, architects, timekeepers, and clerks expenses of CONTRACTOR's principal, branch, and site offices except as authorized in writing by DISTRICT prior to proceeding with the work involved

14.7.1.2 expenses of CONTRACTOR'S principal, branch, and site offices except as authorized in writing by DISTRICT prior to proceeding with the work involved

14.7.1.3 any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work involved and charges for delinquent payments

14.7.1.4 costs due to the fault or negligence of CONTRACTOR, including but not limited to deposits to be lost, costs to correct defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property

14.7.1.5 cost of field supplies consumed in the performance of the work involved and purchase costs of small tools used or consumed in the performance of the work involved, which are individually valued at less than \$1,000.00. Consumables shall include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work. This allowance will apply to CONTRACTOR

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or a Subcontractor only if CONTRACTOR or the Subcontractor provides direct labor, equipment, and material cost elements in the performance of the work involved. If this allowance is proposed to exceed \$2,000, it must be supported by substantiating data.

- 14.7.1.6 costs associated with the preparation of Change Orders or Change Requests (whether or not ultimately authorized by DISTRICT), or the preparation of filing of claims
- 14.7.1.7 expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retainage
- 14.7.1.8 costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, Burden Fluctuation, or other similar methods
- 14.7.1.9 costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a claim, dispute, or other matter relating to the acceptability of the Work
- 14.7.1.10 other administrative expense or contingent costs of any kind and the costs of any item not specifically and expressly included in these general provisions

14.8 CONTRACTOR Allowances for Changes and Additions to the Work

CONTRACTOR's allowances, which include (1) costs not directly chargeable under this Article, (2) expenses itemized in paragraph 14.7, and (3) profit, shall not exceed the following percentages of the various portions of the work involved. No other allowances in addition to these will be allowed.

<u>Cost Element</u>	<u>Allowances for Additions</u>	<u>Allowances for Deletions</u>
CONTRACTOR and lower tier subcontractor labor per (percentage of direct labor) <u>per</u> 14.4.1	15%	(7.5%)
CONTRACTOR and lower tier Subcontractor installed equipment and materials per 14.4.2	15%	(7.5%)

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<u>Cost Element</u>	<u>Allowances for Additions</u>	<u>Allowances for Deletions</u>
Subcontractor costs resulting from direct subagreement with CONTRACTOR per 14.4.3	5%	(2.5%)
CONTRACTOR and lower tier Subcontractor owned or rented construction equipment per 14.5	15%	(7.5%)
Travel expenses, subsistence allowances, supplemental costs per 14.6, premium portion of direct labor costs, and other authorized costs	0%	0%
CONTRACTOR insurance and bond premiums per 14.6	1%	(1%)
CONTRACTOR and lower tier Subcontractor <u>performing work,</u> allowance for small <u>\$2,000</u> tools and consumables per 14.7.1.5	2% <u>not to exceed</u> <u>\$2,000</u>	0%

In calculating the allowances, the 2% allowance per 14.7.1.5 will be applied and added to direct labor, equipment, and material cost elements before calculating the 15% allowance per 14.4.1, 14.4.2 or 14.5. After the 15% allowance is added, the 5% allowance per 14.4.3 will be added when applicable, and then the 1% allowance per 14.6 will be added. No other compounding of the allowance percentages shall be permitted. Where a substitution is made replacing deleted work with other work, the allowances shall be calculated only on the net difference in the cost elements, using the allowances for additions if there is a net increase and the allowances for deletions if there is a net decrease.

14.9 Unit Price Work

14.9.1 Where the Contract Documents provide for unit price work, the Contract Price stated in the Agreement will include for all unit price work an amount equal to the sum of each unit price item times the estimated quantity for each item as indicated in the Agreement. Each unit price will be deemed to include an amount considered by

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CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit. The estimated quantities of unit price work indicated in the Agreement are given solely for the purpose of comparison of bids and determining the Contract Price for the Work as awarded.

14.9.2 CONTRACTOR shall promptly, after becoming aware of, and before proceeding with any significant quantities of affected work, notify DISTRICT in writing of any additional or reduced quantities for an item of unit price work that will require a twenty (20) percent or higher adjustment in the as awarded quantity for that item or an increase in Contract Price greater than five (5) percent.

14.9.3 Prior to Final Progress Payment, or before the total amount paid exceeds the established Contract Price, a Change Order will be issued to adjust the estimated quantities for unit price work and to correspondingly adjust the Contract Price.

14.9.4 If DISTRICT determines that the additional or reduced quantities for an item of unit price work justify an adjustment in the unit price, DISTRICT shall authorize such an adjustment. No adjustment shall be allowed under this paragraph unless the variation between actual and estimated quantities for all unit price work result in an increase or decrease in the Contract Price by more than five (5) percent.

14.9.5 In re-evaluating unit prices contained in the Contract Documents, CONTRACTOR and DISTRICT shall take into account increases or decreases in CONTRACTOR's supplemental and administrative costs for the performance of the Work solely as a result of the variation in quantities, as opposed to as a result of CONTRACTOR's fault or negligence, or bid estimate errors.

14.10 Adjustments in Contract Time

14.10.1 An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Progress Schedule that the increase in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time. An adjustment in the Contract Time will be based solely upon net increases in the time required for the performance or completion of the parts of the Work controlling achievement of the corresponding Contract Times(s) at the time that the incident that causes the change occurs. However, even if the time required for the performance or completion of controlling parts of the Work is extended, an extension in Contract Time will not be granted unless performance or completion of the controlling work necessarily extends beyond the Contract Time in question despite CONTRACTOR'S reasonable and diligent actions to guard against these effects. Examples of unforeseeable causes include: (1) acts of God or the public enemy; (2) acts of DISTRICT or the Engineer/Architect in its sovereign or contractual capacity; (3) acts of the government or another public entity in its sovereign capacity; (4) fires, floods,

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epidemics, quarantine restrictions; (5) archaeological finds; (6) strikes, freight embargoes; (7) unusually severe weather related conditions; (8) differing physical conditions, excluding conditions for which CONTRACTOR is responsible under Instructions to Bidders, Article 2; (9) unusually severe shortages of construction materials from such causes as area wide shortages, and industry wide strike, or a natural disaster that affects all feasible sources of supply, and (10) hazardous material conditions covered by Article 8, Paragraph 8.6.

14.10.2 Notwithstanding any provisions in the Contract Documents to the contrary, an extension of Contract Time shall be the sole remedy of CONTRACTOR for any delay of any kind. The only exception shall be if the delay has been caused solely by acts for which the DISTRICT is responsible and which delay is unreasonable under the circumstances involved, is not within the contemplation of the parties, and continues after CONTRACTOR'S notice to DISTRICT of such acts. DISTRICT'S exercise of any of their rights, or DISTRICT'S exercise of their remedies of stopping the Work or requiring correction or re-execution of any defective work shall not under any circumstances be construed as unreasonable interference with CONTRACTOR'S performance of the Work. No adjustment in the Contract Price under this paragraph shall be provided for any reason if: (1) performance would have been so extended by any other cause, including fault or negligence of CONTRACTOR; (2) an adjustment is provided or excluded under any other provision of the Contract Documents or; (3) delays merely prevent CONTRACTOR'S achievement of completion of the Work, or part in question, ahead of the corresponding Contract Times(s), including any authorized adjustments.

END OF ARTICLE

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ARTICLE 15 TESTS AND INSPECTIONS

15.1 Site Access

DISTRICT's Representatives, testing agencies, and governmental agencies with jurisdictional interest shall have access to the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide proper and safe conditions for such access.

15.2 Inspection

15.2.1 DISTRICT's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

15.2.2 CONTRACTOR shall give DISTRICT timely notice of readiness of the Work for all required inspections, tests, or approvals. Inspections, tests, or observations by the Engineer/Architect, DISTRICT or their agents may be performed to provide information to DISTRICT on the progress of the Work. However, such information is not intended to fulfill CONTRACTOR'S obligations under the Contract Documents.

15.2.3 If any law, ordinance, rule, regulation, code or order of any public body, government entity, or court having jurisdiction requires any work to specifically be inspected, tested, or approved, CONTRACTOR shall assume full responsibility, pay all associated costs and furnish DISTRICT the required certificates of inspection, testing or approval. All inspections, tests, or approvals shall be performed by persons or organizations acceptable to DISTRICT.

15.2.4 CONTRACTOR shall test the whole Work, performing sufficient testing and inspection to support the warranty and guaranty requirements. All test and inspection reports will be provided to DISTRICT as requested.

15.2.5 Whenever CONTRACTOR varies the period during which work is carried on each day, they shall give due notice to DISTRICT's Representatives so that DISTRICT's Representatives may, if they wish, observe the work in progress. Any work done in the absence of DISTRICT's Representatives will be subject to rejection if proper notice was not given.

15.2.6 All installations, which are to be backfilled or otherwise covered, shall be inspected by DISTRICT's Representatives prior to backfilling or covering, and CONTRACTOR shall give due notice in advance of backfilling or covering to DISTRICT's Representatives so that DISTRICT's Representatives may observe the work to be concealed.

15.2.7 If any work that is to be inspected, tested, or approved is covered without written

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concurrence of DISTRICT, it must, if requested by DISTRICT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to a time extension.

15.2.8 The inspection of the Work shall not relieve CONTRACTOR of their obligations to complete the Work as prescribed. Defective work shall be made good, and unsuitable materials and equipment may be rejected notwithstanding the fact that such defective work and unsuitable materials and equipment have been previously inspected by DISTRICT's Representatives or that payment has been included in a Progress Payment Request.

15.3 DISTRICT's Tests

15.3.1 CONTRACTOR shall furnish DISTRICT's Representative with a list of their sources of materials in sufficient time to permit proper inspection and testing of materials to be furnished from such listed sources in advance of their use. CONTRACTOR shall furnish without charge such samples as may be required by DISTRICT's Representative.

15.3.2 Inspection and tests will be made by DISTRICT's Representatives or their designated representative. It is understood that such inspections and tests if made at any point other than the point of incorporation in the Work in no way shall be considered as a guarantee of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made.

15.3.3 Tests of materials shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the specifications. Materials shall be sampled and tested at such times during the progress of the Work as deemed desirable by DISTRICT's Representative, and CONTRACTOR shall cooperate in obtaining the samples.

15.3.4 DISTRICT will test materials or work in place after notification by CONTRACTOR that the work is ready for testing. All costs for retesting nonconforming work will be charged to CONTRACTOR.

END OF ARTICLE

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ARTICLE 16 WARRANTY AND GUARANTEE, DEFECTIVE WORK

16.1 Guarantees

16.1.1 Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee all work for a period of one (1) year after the date of recording by the county of the Notice of Completion of the Work and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from the date of recording, without expense whatsoever to DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, DISTRICT is hereby authorized to proceed to have the defects repaired and made good at the expense of CONTRACTOR who hereby agrees to pay the cost and charges therefor immediately on demand.

16.1.2 The faithful performance bond and the payment bond shall continue in full force and effect for the guarantee period.

16.1.3 If, in the opinion of DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to DISTRICT or to prevent interruption of operations of DISTRICT, DISTRICT will attempt to give the notice required by this Article. If CONTRACTOR cannot be contacted or does not comply with DISTRICT'S request for correction within a reasonable time as determined by DISTRICT, DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged to CONTRACTOR.

16.1.4 Action by DISTRICT under this Article shall not relieve CONTRACTOR of the guarantees provided in this Article or elsewhere in this Agreement.

16.1.5 This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish DISTRICT all appropriate guarantee or warranty certificates upon completion of the Agreement.

16.2 Removal of Defective and Unauthorized Work

16.2.1 All work that has been rejected shall be remedied or removed and replaced by CONTRACTOR in an acceptable manner, and no compensation will be allowed for such removal, replacement, or remedial work. Any work done beyond the lines and grades shown on the plans or established by DISTRICT's Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and shall not be paid for. Work so done may be ordered remedied, removed, or replaced at CONTRACTOR's expense.

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16.2.2 Upon failure on the part of CONTRACTOR to comply promptly with any order of DISTRICT's Representative made under the provisions of this Article, DISTRICT's Representative shall have authority to cause rejected or unauthorized work to be remedied, removed, or replaced and to deduct the costs of making corrections from any monies due or to become due CONTRACTOR.

16.3 Defective Materials

16.3.1 All materials not conforming to the specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work. No rejected material, the defects of which have been subsequently corrected, shall be used until permitted by DISTRICT's Representative.

16.3.2 Upon failure on the part of CONTRACTOR to comply with any requirement of DISTRICT's Representative made under the provisions of this Article, DISTRICT shall have authority to remove or replace defective material at the expense of CONTRACTOR.

16.4 Acceptance of Defective Work

Instead of requiring correction or removal and replacement of defective work, DISTRICT may, at their sole discretion, accept it provided a suitable reduction in the Contract Price can be established. In that case, if acceptance occurs prior to DISTRICT's recommendation of Final Progress Payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to DISTRICT.

16.5 Warranty of Title

16.5.1 No materials, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest in it or any part of it is retained by the seller or supplier.

16.5.2 CONTRACTOR warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed by them to DISTRICT free from any claims, liens, encumbrances, or charges and further agrees that neither they nor any person, firm, or corporation furnishing any material or labor for any work shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude CONTRACTOR from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this Article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by CONTRACTOR for their protection, or any right under any law permitting such persons

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to look to funds due CONTRACTOR in the hands of DISTRICT. The provisions of this Article shall be inserted in all subcontracts and material contracts, and notices of this provision shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 17 SUSPENSION AND TERMINATION

17.1 Suspension for Convenience

17.1.1 Without invalidating the Agreement, and without notice to any surety, DISTRICT may, at any time, order CONTRACTOR in writing to stop, delay, or interrupt work for such a period of time as DISTRICT may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

17.1.2 If any suspension of work under this Article causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, DISTRICT shall make a change in Contract Price or Contract Time, as provided in Article 14; except that no change in Contract Price will be made for any suspension of work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Article 14, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

17.2 Termination for Breach

17.2.1 If CONTRACTOR refuses or fails to execute the Work or any separable part with such diligence as will ensure its completion within the time specified, including any extensions, or fails to complete the Work within such time, or if CONTRACTOR should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they or any of their Subcontractors should violate any of the provisions of the Agreement, or if they should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, to supply enough properly skilled labor or proper materials to complete the Work in the time specified, or if they should fail to make prompt payment to Subcontractors or for material or labor or if they should persistently disregard laws, ordinances, or instructions given by DISTRICT or DISTRICT's Representative, DISTRICT may serve written notice upon CONTRACTOR and their surety of their intention to terminate the Agreement, said notice will contain the reasons for such intention to terminate the Agreement, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Agreement shall upon the expiration of said ten (10) days cease and terminate. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

17.2.2 In the event of any such termination, DISTRICT shall immediately serve written notice upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform the Work; provided, however, that if the surety within fifteen (15) days after the serving upon it of a notice of termination does not give DISTRICT written notice of their intention to take over and perform the Work or does not commence performance thereof within (30) days from the date of serving said notice upon surety,

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DISTRICT may take over the Work and prosecute the same to completion by contract or by any other method they may deem advisable for the account and at expense of CONTRACTOR, and CONTRACTOR'S surety shall be liable to DISTRICT for any excess cost or other damage occasioned DISTRICT thereby, and in such event DISTRICT may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plants, and other property belonging to CONTRACTOR that may be on the site of the Work. For any portion of such work that DISTRICT elects to complete by furnishing their own employees, materials, tools, and equipment, DISTRICT shall be compensated for such in accordance with the schedule of compensation for Time and Material Work in Article 14.

17.2.3 If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including, but not limited to, all costs to DISTRICT arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, such excess shall be paid to CONTRACTOR. If such costs exceed the unpaid balance, CONTRACTOR shall pay the difference to DISTRICT promptly upon demand; on failure of CONTRACTOR to pay, the surety shall pay on demand by DISTRICT. Any portion of such difference not paid by CONTRACTOR or surety within thirty (30) days following the mailing of a demand for such costs by DISTRICT shall earn interest at the maximum rate authorized by California law.

17.2.4 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.

17.3 Termination for Convenience

17.3.1 DISTRICT may, without prejudice to any other right or remedy, terminate the Agreement in whole or in part at any time for its convenience by giving CONTRACTOR ten (10) days written notice. DISTRICT shall have the right, in that event, to take over any or all of CONTRACTOR'S materials, (whether stored on or off site) supplies, equipment, contracts or other obligations to complete the Work and CONTRACTOR shall assign them to DISTRICT upon DISTRICT'S request. CONTRACTOR shall proceed to complete any part of the Work, as directed by DISTRICT, and shall settle all their claims and obligations under the Agreement. CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses. CONTRACTOR shall justify their claims as requested by DISTRICT with thorough, accurate records and data.

17.3.2 In any such termination for the convenience of DISTRICT, CONTRACTOR shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses, and profit on uncompleted work.

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17.3.3 If, after notice of Termination for Breach of contractor, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of DISTRICT. In such event, CONTRACTOR may recover from DISTRICT payment in accordance with this paragraph.

END OF ARTICLE

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ARTICLE 18 DISPUTES

18.1 Resolution of Construction Claims

18.1.1 This Article is intended as a summary of the provisions of article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code ("Claims Resolution Statute") and is subject to the actual provisions of the Claims Resolution Statute. This article shall govern the resolution of any claim of \$375,000 or less which may be made by CONTRACTOR.

18.1.2 As used in this Article, "claim" is defined as a separate demand by CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or CONTRACTOR is not otherwise entitled to, or (c) an amount, the payment of which is disputed by DISTRICT.

18.1.3 CONTRACTOR shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by CONTRACTOR which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution Statute. All claims by CONTRACTOR must be filed on or before the date of Final Progress Payment; provided, however, nothing in this Article is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Contract Documents for the filing of claims by CONTRACTOR including, but not limited to, those provided in Article 13 and Article 14.

18.1.4 For claims less than \$50,000, DISTRICT shall respond in writing within forty-five (45) days of receipt of the claim, or DISTRICT may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims DISTRICT may have against CONTRACTOR. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of DISTRICT and CONTRACTOR. If DISTRICT requests additional documentation, DISTRICT'S written response to the claim shall be submitted to CONTRACTOR within fifteen (15) days after receipt of the additional documentation, or within the same time period as used by CONTRACTOR in producing the additional documentation, whichever is greater.

18.1.5 For claims over \$50,000 but less than \$375,000, DISTRICT shall respond in writing within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims DISTRICT may have against CONTRACTOR. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of DISTRICT and CONTRACTOR. If DISTRICT requests additional documentation, DISTRICT'S written response to the claim shall be submitted to CONTRACTOR within thirty (30) days after receipt of the additional documentation, or

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within the same time period as used by CONTRACTOR in producing the additional documentation, whichever is greater.

18.1.6 If CONTRACTOR disputes DISTRICT'S written response, or DISTRICT fails to respond within the time prescribed, CONTRACTOR may, by giving written notice to DISTRICT within fifteen (15) days of receipt of DISTRICT'S response (or within fifteen (15) days of DISTRICT'S failure to respond), demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, DISTRICT shall schedule a "meet and confer" conference within thirty (30) days.

18.1.7 If after the "meet and confer" conference, any portion of the claim remains in dispute, CONTRACTOR may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of DISTRICT and CONTRACTOR. If after the mediation process, the matter remains in dispute, the case must then be submitted to judicial arbitration pursuant to the applicable law.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 19 MISCELLANEOUS

19.1 Personal Liability

~~19.1.1~~ No director, officer, employee, or agent of DISTRICT, DISTRICT's Representative, the Engineer/Architect, or their consultants shall have any individual or personal liability for any amount due to CONTRACTOR or for any obligations of DISTRICT under the Agreement or for any claim based on such obligations or their creation.

19.2 Indemnity

19.2.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, both on and off the site, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use, and (2) is caused in whole or in part by any act or omission of CONTRACTOR, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not it is caused in part by any act or omission of a party indemnified hereunder. However, to the extent that liability is caused by the active negligence or willful misconduct of a party indemnified hereunder, CONTRACTOR's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its active negligence or willful misconduct, if any, but the acceptance or approval of CONTRACTOR's work by DISTRICT or any other indemnified party shall not reduce CONTRACTOR's indemnification obligation. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this subparagraph and subparagraph 19.2.45.

19.2.2 In addition to the obligations set forth in subparagraph 19.2.1 and in subparagraph 19.2.5, CONTRACTOR, at its sole cost and expense, shall defend each and every claim, demand, action and other proceeding within the scope of subparagraph 19.2.1 and subparagraph 19.2.5, initiated against any party indemnified under subparagraph 19.2.1 or subparagraph 19.2.5, regardless of whether the indemnified party is the sole party named in the claim, demand, action or other proceeding. Such obligation to defend shall apply upon tender to CONTRACTOR at any stage of the claim, demand, action or other proceeding. Any such defense must be conducted by knowledgeable and experienced legal counsel retained by CONTRACTOR at its cost and reasonably acceptable to DISTRICT. Without limiting anything else in any indemnity provision under subparagraph 19.2.1 or subparagraph 19.2.5, CONTRACTOR shall also pay the full cost to DISTRICT of the monitoring of, and, if necessary, participation by DISTRICT's legal counsel in, the defense of DISTRICT and the other indemnified parties.

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19.2.23 In any and all claims against the indemnified parties by any employee of CONTRACTOR, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraphs 19.2.1 and 19.2.4-5 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR, or any Subcontractor, or any supplier or other person under Worker's Compensation acts, disability benefit acts, or other employee acts.

19.2.34 The obligations of CONTRACTOR under subparagraphs 19.2.1 and 19.2.4-5 shall not extend to the liability of DISTRICT, DISTRICT's Representatives, the Engineer/Architect, and their consultants, and each of their directors, officers, employees, and agents, arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage, or injury.

19.2.45 CONTRACTOR shall also indemnify and hold harmless DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect or refusal of CONTRACTOR to faithfully perform the work and all of CONTRACTOR'S obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party, and/or in defending against any claims or stop notices.

19.2.6 Without jeopardizing or compromising any of its other rights, DISTRICT shall have the authority to settle any claim, demand, action or other legal proceeding on terms determined by DISTRICT to be reasonable and in the best interests of DISTRICT and/or any party indemnified under paragraph 19.2.- As part of its obligations pursuant to subparagraph and subparagraphs 19.2.1 and 19.2.5, within thirty (30) days of receiving an invoice from DISTRICT, CONTRACTOR shall reimburse DISTRICT for any and all: (i) judgments paid by DISTRICT; (ii) amounts paid by DISTRICT in settling such claim, demand, action or other proceeding; and (iii) any other legal or other costs and expenses reasonably incurred by DISTRICT in connection with such claim, demand, action or other proceeding. If CONTRACTOR fails to pay any such amount within the required time, the unpaid amount shall accrue interest at the legal rate.

19.2.7 In accordance with Public Contract Code Section 9201, DISTRICT shall timely notify CONTRACTOR if DISTRICT receives any third-party claim relating to the Work. DISTRICT shall be entitled to recover from CONTRACTOR the reasonable costs incurred by DISTRICT in providing such notification.

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19.3 Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19.4 Waiver of Rights

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by DISTRICT, the engineer/Architect, DISTRICT's Representatives, or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

END OF ARTICLE

SECTION 0
SPECIAL PROVISIONS

PROJECT NO. ____ (____)

SECTION 0
SPECIAL PROVISIONS

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00110	Definitions
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00300	Contractor's Insurance
00400	Shop Drawings
00500	Construction Schedule
00600	Permits
00700	Connections to Existing Services
00800	Special Storage Requirements

SECTION 00100

BID MODIFICATIONS

1.01 BASIS FOR DETERMINING LOWEST RESPONSIBLE BIDDER

See Paragraph 3.1.4 of Instructions to Bidders for specification on basis for determining lowest responsible bidder when there are any Alternative Bid Items (additive or deductive). If a different basis for determining lowest responsible bidder is desired when there are Alternative Bid Items, describe the basis here. It must be a method that ranks the bidders before the District learns who the low bidder is.

1.02 BIDDING ON SUBSTITUTE ITEMS

See language in Instruction to Bidders IB 1.7

1.03 TIME ALLOWED FOR ACCEPTANCE OF BIDS

Modify 60-day acceptance period as needed; see Instructions to Bidders IB 3.1.2.

END OF SECTION

SECTION 00110

DEFINITIONS

1.01 DEFINITIONS

List any terms specific to the project that are not found in Article 1, Definition of the General Provisions.

END OF SECTION

SECTION 00200

THE WORK

1.01 GENERAL

The work to be done by the Contractor under these Specifications shall consist of performing all operations necessary for the construction of _____

at the locations, in the positions, to the elevations and dimensions and conforming to the design shown on the plans and in accordance with these specifications.

The Contractor shall furnish all transportation, materials (except where stipulated otherwise), equipment, labor, and supplies to complete installation of _____

together with all appurtenant work necessary or incidental to complete in a workmanlike manner the improvements as contemplated and as intended by the plans and these specifications.

1.02 LOCATION OF PROJECT SITE

Describe location of project site

1.03 DESCRIPTION OF THE WORK

Describe the major components of the work.

1.04 ORDER OF WORK

Indicate constraints on the project, such as work that is required to be completed within certain time frames, other work that is going on in the vicinity of the project, work sequences, etc.

1.05 WORK BY OTHERS

List work by others that is taking place in the vicinity of the project.

1.06 WORKING HOURS AND HOLIDAYS

Normal working hours are from _____, Monday through Thursday and alternate Fridays, excluding holidays. District inspection hours are from 7:00 a.m. to 3:30 p.m., Monday through Thursday and alternate Fridays. No work shall be performed on non-alternate Fridays, Saturdays, Sundays, or District holidays. See appendix for list of non-alternate Fridays and District holidays. In instances where contract time extends past the year's list of District holidays, regularly observed holidays shall be followed.

The Contractor shall be responsible for all costs associated with inspection services outside District inspection hours at the rate of \$150.00 per hour.

If working hours differ from the 7:00 a.m. to 3:30 p.m. period listed in General Provisions GP 7.7, the deviation should be noted here. Modify Monday through Friday work days as necessary to fit City and County work schedules.

1.07 OBSTRUCTIONS AND COORDINATION WITH OTHER WORK

At least forty-eight (48) hours prior to construction and prior to any operations involving existing Irvine Ranch Water District facilities, the Contractor shall notify the District's Representative.

Prior to construction, the Contractor shall expose all known utility crossings in order to provide for grade and alignment adjustments, if necessary.

END OF SECTION

SECTION 00210
INVESTIGATIONS AND REPORTS

1.01 INVESTIGATIONS AND REPORTS

A. The following investigations and reports are included herewith in Appendix:

- 1.
- 2.
- 3.

List reports in space above, and include copies in Appendix.

B. The following investigations and reports are available at District for review:

- 1.
- 2.
- 3.

List reports in space above, and arrange for reports to be available at Engineering Department counter.

END OF SECTION

SECTION 00220

LANDS AND RIGHTS-OF-WAY

1.01 LANDS AND RIGHTS-OF-WAY

See General Provisions GP 5.4 if lands and rights-of-way are to be furnished and/or paid for by someone other than the District.

END OF SECTION

SECTION 00300

CONTRACTOR'S INSURANCE

1.01 GENERAL

- A. Contractor's insurance coverage shall be as specified in the General Provisions, shall provide the following amounts of coverage, shall include additional insureds, and shall include additional information as set forth below.
- B. Builder's Risk Insurance, as specified in the General Provisions, shall not be required.

Remove Paragraph 1.01B if Builder's Risk Insurance is required.

1.02 COMMERCIAL GENERAL LIABILITY INSURANCE

- A. Bodily injury and property damage coverage shall be for not less than _____ (\$ _____) for each occurrence and for not less than _____ (\$ _____) per project aggregate.
- B. Products/Completed Operations coverage shall be for not less than _____ (\$ _____) aggregate. Products/Completed Operations coverage shall remain in effect for five (5) years from Final Acceptance of the work.

1.03 AUTOMOBILE LIABILITY

- A. Contractor shall carry and maintain a business automobile policy or equivalent coverage for bodily injury and property damage on all owned, non-owned and hired automobiles or other licensed highway vehicles used in the performance of the Contract. The limit shall be for not less than _____ (\$ _____) for each accident.

Fill in insurance coverage amounts in blanks above. Suggested insurance coverages for varying exposure risks are:

	<u>¶1.02 General Liability</u>		
	<u>¶1.02A</u>	<u>¶1.02B</u>	<u>¶1.03</u>
	<u>Bodily Injury</u>	<u>Products/</u>	<u>Auto</u>
	<u>Property Damage</u>	<u>Completed</u>	<u>Liability</u>
	<u>Personal Injury</u>	<u>Operations</u>	
	<u>(Occur/Aggr)</u>	<u>(Occur/Aggr)</u>	
<i>Pipeline</i>	<i>\$1M/2M</i>	<i>\$1M/2M</i>	<i>\$2M</i>
<i>Pump Station/Well</i>	<i>\$2M/3M</i>	<i>\$2M/3M</i>	<i>\$2M</i>
<i>Reservoir/Treatment Plant/Chlorine</i>	<i>\$2M/4M</i>	<i>\$2M/4M</i>	<i>\$3M</i>

1.04 WORKER’S COMPENSATION INSURANCE AND EMPLOYER’S LIABILITY INSURANCE

- A. Worker’s Compensation Insurance coverage shall comply with statutory limits.
- B. Employer’s Liability Insurance shall be for not less than:
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Disease – Policy Limit
 - \$1,000,000 Each Disease – Each Employee
- C. State Compensation Insurance Fund: Notwithstanding the requirements of General Provisions Section 4.2, DISTRICT will accept Workers Compensation Insurance from the State Compensation Fund (State Fund) that is not rated and that is evidenced on the State Fund’s certificate form. Except as provided above with respect to State Fund, all other insurance shall comply with all requirements of the General and Special Provisions.

1.05 ADDITIONAL INSURED

- A. Commercial General Liability Insurance shall include as additional insureds: _____

Fill in name of additional insured here. Include names of any municipality in which work occurs and include special Metropolitan Water District additional insured clause for projects with Local Resources Program Funding (LRP).

1.06 ADDITIONAL INFORMATION

- A. Certificates of Insurance shall:
 - 1. List all Endorsement forms that are part of said policy.
 - 2. List all entities required to be named as additional insureds.
 - 3. Include a statement that no less than 30 days written notice will be provided by certified mail to the District prior to any material change or cancellation of said policy.

END OF SECTION

SECTION 00400
SHOP DRAWINGS

1.01 SHOP DRAWING SUBMITTALS

- A. Shop drawings shall be submitted in accordance with Article 9 of the General Provisions and Section 01210 of the General Requirements.

Include any submittal requirements not called for by the General Provisions and General Requirements, such as whether more or less than ~~eight~~ six copies of each submittal are required, deviations from the 21-day turn-around time, etc.

~~**1.02 SHOP DRAWING TRANSMITTAL FORM**~~

- ~~A. The Shop Drawing Submittal Form, a copy of which is included in the appendix, shall accompany all shop drawing submittals. Submittals shall be returned "un-reviewed", if not accompanied by a submittal form or if the form is not completed in full.~~

END OF SECTION

SECTION 00500

CONSTRUCTION SCHEDULE

This specification section is for use on non-complex projects requiring few interfaces and minimal coordination with sub-contractors, material suppliers, and other projects.

1.01 CONSTRUCTION SCHEDULE

- A. The Contractor shall submit a construction progress schedule in compliance with Article 10 of the General Provisions. The schedule shall be a Gantt Chart, and shall show the various parts of the work in sufficient detail so as to identify the beginning and end of each of the various construction activities. The schedule shall include the following at the minimum:

Submittal milestones
All construction activities
Equipment/material procurement and deliveries
Permit imposed work times
Partial, substantial, and final completion milestones
Critical path activities

List any other activities or milestones that should be included in schedule. If particular scheduling software (e.g. Microsoft Project) is required, list it above.

1.02 SCHEDULE CONSTRAINTS

List any scheduling constraints that the Contractor should incorporate into the construction schedule.

END OF SECTION

SECTION 00500A

CONSTRUCTION SCHEDULE

This specification section is for use on complex projects requiring several interfaces and coordination with sub-contractors and other projects.

1.01 CONSTRUCTION SCHEDULE

- A. CONTRACTOR shall submit a construction progress schedule in compliance with Article 10 of the General Provisions. The schedule shall show the various parts of the work in detail so as to identify the beginning and end of each of the various construction activities. The schedule shall include the following at the minimum:

Submittal milestones
All construction activities
Equipment/material procurement and deliveries
Permit imposed work times
Partial, substantial, and final completion milestones
Critical path activities

List any other activities or milestones that should be included in schedule.

- B. Within ten (10) days after Notice of Award, DISTRICT will schedule and conduct a Preconstruction Scheduling Conference to commence development of the required project schedule. At this meeting, scheduling requirements will be reviewed with CONTRACTOR. CONTRACTOR shall be prepared to review and discuss methodology for the schedule and sequence of operations plus cost and manpower loading methodology.
- C. CONTRACTOR shall submit Construction Schedule to DISTRICT for review within thirty (30) days after Notice of Award. CONTRACTOR's Construction Schedule shall be comprised of a detailed Network Diagram as described in Paragraph F. All on site construction activities shall be cost loaded. The cost value of all on site construction activities shall equal the Contract value.
- D. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of CONTRACTOR and its SUBCONTRACTORS or SUPPLIERS, at any tier and which extends actual performance of the work beyond the current Contract Completion Date. If the delay occurs along a path which the current approved Construction Schedule update projects late completion prior to addition of any DISTRICT caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by CONTRACTOR through the submittal of a Time Impact Analysis which demonstrates the estimated impact on the end date of the work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. Since float time within the Construction Schedule is jointly owned, it is acknowledged that DISTRICT caused delays on the project may be offset by DISTRICT caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to CONTRACTOR). In such an event, CONTRACTOR shall not be

entitled to receive a time extension or delay damages until all DISTRICT caused time savings are exceeded and the Contract completion date is also exceeded.

- E. Upon DISTRICT's request, CONTRACTOR shall participate in the review of CONTRACTOR's Construction Schedule submissions (including the original material, all update submittals, and any resubmittals). All revisions shall be submitted within fifteen (15) calendar days after DISTRICT's review.
- F. The Detailed Network Diagram shall provide a workable plan for performing the work, establish and clearly display the critical elements of the work, forecast completions of the construction, and match the Contract duration in time. Exclusive of those activities for submittal review and material fabrication and delivery, activity durations shall not be less than one (1) nor more than thirty (30) calendar days, unless otherwise approved by DISTRICT. In addition to the detailed network diagram, CONTRACTOR shall submit the following reports with the original submittal:
 - 1. Predecessor/ Successor Report or a list showing the predecessor activities and successor activities for each activity in the schedule sorted by Early Start.
 - 2. Activity Report sorted by activity number or a list showing each activity in the schedule.
- G. An updated Construction Schedule shall be submitted to DISTRICT with the submittal of CONTRACTOR's monthly payment request. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between CONTRACTOR and DISTRICT, and an estimate of the remaining duration. The monthly update of the construction schedule shall include a copy of the following:
 - 1. A bar chart diagram showing target versus actual dates for each activity remaining to be completed.
 - 2. The Predecessor/Successor report sorted by Early Start.
 - 3. The Activity Report sorted by activity number.
 - 4. The updated network diagram or the data necessary to produce such a diagram on computer diskette(s), as agreed with DISTRICT.
- H. Upon approval of a change order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update submittal by CONTRACTOR.
- I. If completion of any part of the work, the delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind the updated Construction Schedule, and will impact the end date of the work past the contract completion date, CONTRACTOR shall submit in writing, a recovery plan acceptable to DISTRICT for completing the work by the current Contract completion date, if requested by DISTRICT.

1.02 SCHEDULE CONSTRAINTS

List any scheduling constraints that the Contractor should incorporate into the construction schedule.

END OF SECTION

SECTION 00600

PERMITS

1.01 PERMITS OBTAINED BY DISTRICT

A. The District has obtained or applied for and not yet received the following permits required to construct the project. Proper notification to the agencies affected is the responsibility of the Contractor. The Contractor shall conform to the requirements of the permits and all costs therefor shall be included in the contract prices bid for the items involved. Copies or sample copies of these permits are included in the Appendix of these specifications.

1. Permits that have been obtained.

Permits which may be required; delete those that are not required, list any other permits that are required.

- a. California Regional Water Quality Control Board (CRWQCB) NPDES Permit.
- b. City of Irvine Encroachment or Construction Permit.
- c. City of Tustin Encroachment or Construction Permit.
- d. Orange County EMA Public Property Encroachment Permit.
- e. State of California, Department of Fish and Game Permit.
- f. California Department of Safety and Health Administration, Mining and Tunneling Classification.
- g. United States Army Corps of Engineers Construction Permit.
- h. The Irvine Company Entry Permit
- i. Atchison, Topeka and Santa Fe Railroad Encroachment Permit.
- j. CALTRANS
- k. Encroachment or Construction Permits for Cities of Newport Beach, Costa Mesa, Santa Ana, and Lake Forest.

List other permits as required.

2. Permits that have been applied for but not yet received.

*List permits that have been applied for but not yet received.
Include copies of Standard Conditions for permits that have not been received.*

1.02 PERMITS TO BE OBTAINED BY CONTRACTOR

List permits that Contractor is to obtain. IRWD should obtain all permits unless special circumstances prevent doing so.

1.03 PERMIT-REQUIRED INSPECTION COSTS

CONTRACTOR shall pay the cost of inspection by Permit Issuer for work that is required by permit conditions to be performed on weekends or outside normal working hours. See individual permits for information on weekend work.

END OF SECTION

SECTION 00700

CONNECTIONS TO EXISTING SERVICES

1.01 COSTS OF CONNECTION EXISTING SERVICES

*General Provisions Article GP 6.24 calls for Contractor to make connections to existing services at no additional expense to District. If service connections are to be done by others, **connections and responsibility for costs** should be specified here.*

END OF SECTION

SECTION 00800

SPECIAL STORAGE REQUIREMENTS

1.01 SPECIAL STORAGE REQUIREMENTS

General Provisions Article GP 7.10.2 indicates special methods may be required for storing excavated materials and materials and equipment in general. If such special methods are required, they should be specified here.

END OF SECTION

PROJECT TECHNICAL SPECIFICATIONS

SECTION 1

PROJECT NO. ____ (____)

SECTION 1
GENERAL REQUIREMENTS

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01200	Requests for Information (RFI)
01300	Traffic Regulation
01400	Preconstruction and Post Construction Conferences
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Section 1 – General Requirements

Revised 3/15

SECTION 01000

INITIAL SUBMITTAL REQUIREMENTS

General Provisions Article GP 2.5 calls out timing for submittals after the Notice of Award is issued. Deviations from this requirement should be listed here.

SECTION 01100

CONSTRUCTION SURVEY STAKING

1.01 SURVEY STAKING FOR CLEARING LANDS AND RIGHTS-OF-WAY:

- A. District shall provide field markers along both sides of the construction right-of-way (except where a side is contiguous with an improved road, street, or property) at horizontal curve BCs and ECs, at angle points, and at 100-foot-maximum intervals in horizontal curves and 500-foot-maximum intervals along horizontal tangent runs.
- B. Markers will be wooden laths in open terrain and painted marks on structures and pavements.

1.02 SURVEY STAKING FOR CONSTRUCTING PIPELINES

- A. For use in constructing pipelines, construction stakes and grade sheets shall be provided by District as follows based upon the CONTRACTOR'S pipeline installation drawings:
- B. For pipelines not installed in tunnels or casings, one stake will be set at 50-foot intervals , for water lines, 25-foot intervals for sewer lines, and at all angle points and grade breaks. One additional reference stake and/or witness lath will be provided for each pipeline appurtenance. Stakes will be set at the surface of the ground or painted on the paved surface of the ground or painted on the paved surface along a mutually acceptable offset to the centerline of the pipeline. The offset shall be constant both as to side and distance from centerline for runs of not less than 2,000 feet where physically practicable with the provided easements. Station, offset, and cut/fill to flow line will appear on these stakes. The elevation of each point and the cut/fill to the pipe invert will be given on grade sheets. The Contractor shall exercise care in determining what offset is to be used, if sloping of the trench is anticipated. In no instance will the DISTRICT'S Representative stake safety sloping. It shall be the CONTRACTOR'S responsibility to accurately transfer the line and grade for the facility to the trench bottom. Pavement scoring, cutting, and removal shall be accomplished from this same set of construction stakes. No additional stakes will be set for such purpose.
- C. For pipe inside tunnels, two benchmarks and principal control monuments shall be provided for line and grade inside the tunnel or casing. The exact location of these benchmarks and monuments will be dictated by conditions at the site.

1.03 SURVEY STAKING FOR CONSTRUCTING STRUCTURES AND APPURTENANCES

- A. District shall provide survey staking and reference points.
- B. Major structures will be controlled by two lines set at right angles to each other, along two faces of the structure, the ends of each line to be beyond the limits of the work, and with elevations only marked on at least two of these control points.
- C. Minor structures, manways, and appurtenances will have a stake set along the pipeline construction offset, with the respective pipeline station for its centerline shown.
- D. Stakes will be provided after site rough grading has been completed.

1.04 SURVEY STAKING FOR CONSTRUCTING JACKING PITS AND RECEIVING PITS

- A. The Contractor shall submit to the DISTRICT'S Representative a separate diagram for each jacking and receiving pit showing the desired control and offset. No more than six (6) stakes will be set for each such pit. Grade sheets (with diagram) will show the stake elevations and the pipeline elevations calculated from the elevations and grades shown on the construction drawings.
- B. District shall provide survey staking and reference points.

1.05 CONSTRUCTION STAKING PROVIDED BY THE DISTRICT SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS

- A. The request for construction stakes shall be received in writing at least three (3) working days in advance of needed staking on the form provided in the Appendix.
- B. The stakes, reference markers, and other survey points shall be carefully preserved. Otherwise, the Contractor will be charged for their replacement and will assume any expense resulting from their loss or disturbance. Should the DISTRICT'S Representative be required to reset construction stakes, the cost for such resetting will be at the then current per diem rates. The full charges will include additional administrative and supervisory time charges as billed to the District and will be deducted by the District from the progress payments to the Contractor for the month in which the surveying work is done, and thereon paid to the DISTRICT'S Representative.
- C. Unless otherwise specified, the construction staking provided by the DISTRICT'S Representative will be only for those items specified to be constructed or reconstructed on the plans or in the specifications. Any additional construction stakes required for the replacement of existing improvements that have been

removed or disturbed at the CONTRACTOR'S option shall be the CONTRACTOR'S responsibility.

1.06 COMMENCEMENT OF WORK

- A. Work shall not proceed until construction stakes, which constitute instructions from the DISTRICT'S representative, are provided.

END OF SECTION

SECTION 01110

COMPACTION TESTING

1.01 REQUIREMENTS

- A. The District shall perform all compaction tests on backfill.
- B. The request for compaction testing shall be made to the District in writing at least forty-eight (48) hours before the Contractor is ready for compaction tests to be taken.
- C. The Contractor shall make available construction equipment necessary to assist the DISTRICT'S Representative in taking the tests.
- D. If the backfill should fail the compaction test, the Contractor shall pay the cost of retesting.
- E. If the Contractor is not ready to have compaction tests taken at the time and in the locations indicated on the written request, the Contractor shall be responsible for all standby charges and/or return visit costs to take the requested tests.
- F. If the Contractor plans to use imported sand or other imported material for backfill, a sample of the material to be used for the backfill shall be delivered to the District for testing, prior to the commencement of backfilling. If the test fails, the Contractor shall pay the cost of retesting.

END OF SECTION

SECTION 01120

EROSION CONTROL

1.01 REQUIREMENTS

- A. The Contractor shall employ methods and approved devices for the control of erosion within the project construction area during the contract period.
- B. All work shall be in accordance with the grading code of _____ and any special requirements of the California Regional Water Quality Control Board, Santa Ana Region.

List jurisdictional agency having authority over grading operations.

- C. Erosion Control Plans are required from October 15 to May 15, and shall be submitted to the District for approval prior to September 25. If plans are not submitted by September 25, or within 21 days from Notice of Award for projects that commence work after September 25, DISTRICT will withhold 30 percent of progress payment amount until plans are submitted and approved.
- D. Loose excavated material shall not be placed or stored in waterways or storm drain channels.
- E. All excess excavated soil and materials shall be removed and disposed of in a proper and legal manner by the Contractor.
- F. All disturbed surface areas shall be shaped to facilitate drainage and avoid ponding and restored to near natural or preconstruction conditions. Work under this section shall also extend to include those erosion control measures indicated on the plans.
- G. In the event that erosion control repairs or corrections are required, if CONTRACTOR does not initiate erosion control repair or corrective action within four (4) hours of notification by DISTRICT, DISTRICT may take action it deems necessary to prevent erosion. CONTRACTOR shall be responsible for all costs of repairs performed by DISTRICT.

END OF SECTION

SECTION 01130

DEWATERING

1.01 GENERAL

- A. No excavation shall take place below the water level until the area has been dewatered. Dewatering shall be done in such a manner as to protect adjacent structures.
- B. Dewatering shall consist of furnishing all permits, plans, labor, equipment and materials, and performing all work to design, construct, and operate dewatering systems, dispose of the water from the operation and maintain in a safe and dewatered condition the areas on which the construction work will be performed, and remove the dewatering system upon completion of the work. If CONTRACTOR is unable to obtain a permit with a project specific monitoring and reporting program in a timely manner from the Regional Water Quality Control Board, CONTRACTOR may request and on approval be allowed to perform dewatering under DISTRICT dewatering permit and monitoring and reporting program.
- C. Dewatering systems shall be equipped with meters that register in gallons in order to measure dewatering volumes.

1.02 DEWATERING PLAN

- A. CONTRACTOR shall submit for the DISTRICT'S review, drawings and data showing proposed plan for dewatering of all work areas, which shall include the planned method of dewatering, excavation plan, location and capacity of such facilities as dewatering wells, well points, pumps, sumps, collection and discharge lines, standby units proposed, receiving streams, and protective fills and ditches required for control of ground-water and surface water. The plan for dewatering shall be submitted within fifteen (15) days after the date of receipt of the Notice to Proceed. CONTRACTOR shall furnish such other information as may be required for the complete understanding and analysis of the dewatering and excavation plan by DISTRICT. Information on groundwater conditions may be found in the Soil Investigation Reports listed in Section 00210, Investigations and Reports of the Special Provisions. CONTRACTOR is advised that the reports present conditions which existed at the time of the investigation.
- B. Review by DISTRICT will not relieve CONTRACTOR of the responsibility for the adequacy of the dewatering and excavation plan, compliance with dewatering permit requirements or for furnishing all equipment, labor, and materials necessary for performing the various parts of the work. If, during the progress of the work, it is determined by DISTRICT that the dewatering system and excavation plan are inadequate, not in compliance with discharge requirements, or

CONTRACTOR'S plan of construction is inoperative, CONTRACTOR shall, at CONTRACTOR'S expense, furnish, install, and operate such additional dewatering equipment and make such changes in other features of the plan or operation as may be necessary to perform the work in a manner satisfactory to the DISTRICT. CONTRACTOR shall, at CONTRACTOR'S expense, pay any fines or penalties assessed against CONTRACTOR, DISTRICT, Owner, ENGINEER, or their affiliates by the Regional Water Quality Control Board and other applicable agencies as a result of noncompliance with dewatering discharge requirements under CONTRACTOR'S or DISTRICT'S permit (whichever permit CONTRACTOR is performing dewatering under). In addition, CONTRACTOR shall be subject to, at DISTRICT's discretion, a fee by DISTRICT as compensation for DISTRICT administrative costs associated with each non-compliance occurrence. The fee shall be in an amount to pay DISTRICT's actual costs, or \$2,000, whichever is greater.

1.03 DEWATERING REPORTING

CONTRACTOR shall comply with all permit and monitoring and reporting requirements for the permit under which CONTRACTOR is operating. Specifically, CONTRACTOR shall:

- A. Prepare a report which shall include the following:
 1. Characterization of the proposed wastewater discharge
 2. The estimated average and maximum daily flow rates
 3. A schedule detailing the frequency and duration of the planned discharge(s)
 4. The affected receiving water(s)
 5. A description of the proposed treatment system (if appropriate)
 6. A map showing the path from the point of initial discharge to the ultimate location of the discharge
- B. Submit report from Paragraph A to: (1) the RWQCB and copy DISTRICT five (5) days prior to the planned discharge if CONTRACTOR is operating under CONTRACTOR'S permit, or (2) DISTRICT for submittal to the RWQCB ten (10) days prior to the planned discharge if CONTRACTOR is operating under DISTRICT'S permit.
- C. Not commence work until receiving written acknowledgement on the information provided to DISTRICT from paragraph A.
- D. CONTRACTOR shall be responsible for conducting monitoring required under the permit and any additional monitoring requested by the RWQCB. All monitoring and report preparation shall be conducted as specified in the permit under which dewatering is occurring. If CONTRACTOR is operating under the DISTRICT permit, reports shall be forwarded to DISTRICT by the 20th of the month for submittal by DISTRICT to the RWQCB. This report shall include a cover letter noting any violations and stating what action was taken to correct these violations. If CONTRACTOR is operating under CONTRACTOR'S

permit, copies of reports that CONTRACTOR submits to the RWQCB shall be provided to DISTRICT.

END OF SECTION

SECTION 01200

REQUESTS FOR INFORMATION (RFI)

1.01 GENERAL

- A. CONTRACTOR shall submit a Request for Instruction (RFI) to DISTRICT if CONTRACTOR:
1. requires instruction pursuant to General Provision Article 6.15, Errors or Discrepancies Noted by CONTRACTOR,
 2. raises a question requiring clarification,
 3. requests product or material changes,
 4. requests design changes, or
 5. requires other information from DISTRICT.

1.02 RFI SUBMITTAL PROCEDURE

All RFIs shall be submitted on DISTRICT Forms and shall include all backup information. Backup information shall include, but not be limited to, CONTRACTOR verified field measurements, quantities, dimensions, installation requirements, materials, catalog number, and any other information that will assist the DISTRICT in reviewing the RFI. A copy of RFI form can be found in Appendix.

1.03 DISTRICT RESPONSE

Within seven (7) days of receipt of RFI, DISTRICT will either return a response to the RFI or notify CONTRACTOR when a response will be issued.

1.04 COMMENCEMENT OF RFI-RELATED WORK

No portion of the work requiring instruction from DISTRICT shall begin until RFI has been reviewed by DISTRICT and returned to CONTRACTOR with instruction or with notation indicating DISTRICT response is not necessary.

END OF SECTION

SECTION 01300

TRAFFIC REGULATION

1.01 GENERAL

- A. Traffic shall be maintained at those locations indicated and in conformance with the plans and specifications.
- B. Furnish, construct, maintain, and remove detours, road closures, lights, signs, barricades, fences, flares, miscellaneous traffic devices, flagmen, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, permits, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the Contractor.
- C. Prior to the start of construction operations, notification shall be given to the police and fire departments in whose jurisdiction the project lies, giving the expected starting date, completion date, and the name and telephone number of the responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

1.02 CONSTRUCTION SIGNING

- A. Construction signing used for handling traffic and public convenience shall conform to the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" and "Work Area Traffic Control Hand-book" (WATCH) published by Buildings News Incorporated. In case of conflict between the two previously referenced manuals with regard to recommended sign spacing, the manual, which is more stringent, shall be used.
- B. Signs shall be illuminated or reflectorized when they are used during hours of darkness. Cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other illumination if in place during hours of darkness.
- C. A 24-hour emergency service shall be maintained to remove, install, relocate, and maintain warning devices. The names and telephone numbers of three persons responsible for this emergency service shall be furnished to the agency having jurisdiction over traffic control for the project. If any of these persons do not promptly respond or the jurisdictional agency deems it necessary to call out other forces to accomplish emergency service, the Contractor will be held responsible for the cost of such emergency service.

1.03 VEHICULAR TRAFFIC CONTROL

- A. Traffic control within the _____ shall conform to the ordinances and regulations of the _____.

List the jurisdictional agency having authority over traffic control.

- B. The failure of the Contractor to maintain construction signing, delineators, or barricading at all times to the satisfaction of the _____ shall be sufficient cause for closing down the work until such equipment is in satisfactory condition. All costs associated with the stoppage of work, loss of production, costs of restart, etc., shall be borne by the Contractor.
- C. A minimum 2-foot clearance between the curb face or edge of pavement, and a 5-foot clearance between the edge of excavation and the edge of any traffic lane shall be maintained at all times. Shoring members, beams, or other obstructions shall not be permitted within the 2-foot clearance between the edge of excavation and the edge of any traffic lane. Any projections or activity within 2 feet to 5 feet from the adjacent traffic lane must be protected by a solid concrete barrier (K-rail). "NO PARKING" signs shall be placed as necessary.
- D. Work areas adjacent to the existing traffic lane shall be delineated in accordance with the requirements for the normal posted speed limit. The Contractor shall post signing, barricades, and delineators to provide clear guidance to traffic as approved by the jurisdictional agency having authority over traffic control.

1.04 PEDESTRIAN TRAFFIC CONTROL AND SAFETY

- A. Fencing or other means of securement shall be provided to preclude unauthorized entry to any excavation during all nonworking hours on a 24-hour basis including weekends and holidays. Fencing shall be a minimum of 6 feet high around the entire excavation, and shall consist of a minimum 9-gage chain link type fence sturdy enough to prohibit toppling by children or adults. There shall be no openings under the wire large enough for any child to crawl through. Gates shall be locked if no adult is in attendance. Warning signs shall be placed at 50-foot centers on the outside of the fence with the statement "DEEP HOLE DANGER."

1.05 ACCESS TO ADJACENT PROPERTIES

- A. Reasonable access from public streets to all adjacent properties shall be maintained at all times during construction. Prior to restricting normal access from public streets to adjacent properties, each property owner or responsible person shall be informed of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property.

1.06 PERMANENT TRAFFIC CONTROL DEVICES

- A. Existing permanent traffic control signs, barricades, and devices shall remain in effective operation unless a substitute operation is arranged for and approved as a portion of vehicular traffic control above. Replacement work shall be in accordance with the ordinances and regulations of the _____.

List the jurisdictional agency having authority over traffic control.

- B. Restriping of Streets

Any permanent restriping that is required shall be done by the Contractor. The Contractor is cautioned to check with the _____ to ascertain the extent and specifications for restriping. Full compensation for restriping within the _____ shall be included in the contract unit price for which such work is appurtenant thereto. Temporary striping required for traffic control during construction shall also be done by the Contractor with full compensation to be included in the contract unit price for which such work is appurtenant, and no additional allowance shall be given. Temporary striping includes any striping required on any pavement replaced prior to the final surface course. The Contractor shall remove any permanent striping that conflicts with the detour plan and all detour striping completely, prior to replacement of any final striping, by sandblasting only. Painting out existing striping shall not be permitted. Any damaged or obliterated raised pavement markers shall also be replaced in accordance with the appropriate standard with compensation for such work and materials included in the unit contract price for which such work is appurtenant.

List the jurisdictional agency having authority over traffic control and the limits of street restriping.

- C. Traffic Control Wire Loops

Traffic control wire loops which are cut, removed, or otherwise disturbed for construction of the pipeline shall be replaced to the exact original position. Replacement work shall be in accordance with Section 86-5.01A of the State of California, Department of Transportation, Standard Specifications. The number of turns in the loop shall be in accordance with the manufacturer's specifications for the vehicle detector.

Detector lead-in conductors, cable, inductive loop conductor, and epoxy shall conform to the provisions of Section 86 of the State of California, Department of Transportation, Standard Specifications. The cable shall not be spliced. Splices to lead-in conductors shall be made in pull boxes and soldered, wrapped, and waterproofed after sensitivity check at tuning turn on. Inductive loop wires shall be labeled in the pull box, identifying the loop and the direction of current flow. Saw cuts for inductive loop wire shall be of a width such that the loop wires will fit within the cut snugly but without need for forcing of the wire.

Damaged traffic signal conduits shall be replaced to the nearest pull box, including new wire, back to the terminal, and/or back to the signal controller to the satisfaction of the agency having jurisdiction over the equipment.

Damaged traffic loops or signal conduit shall be repaired before proceeding to the construction phase. Two traffic signal vehicle heads shall be visible at all times to vehicular traffic at signalized intersections during construction.

1.07 PAYMENT

Payment for conforming to all of the traffic control and pedestrian safety requirements of these specifications shall be considered to be included in the contract unit or lump-sum price paid for the various items of work wherein maintenance of traffic control and detours is required. No additional allowance will be given for maintenance of traffic control and detours.

END OF SECTION

SECTION 01400

PRECONSTRUCTION AND POST CONSTRUCTION CONFERENCES

1.01 PRECONSTRUCTION CONFERENCE

- A. Upon issuance of Notice to Proceed, or earlier when mutually agreeable, DISTRICT will arrange a preconstruction conference. ~~in a convenient place for most persons invited.~~
- B. CONTRACTOR'S superintendent, DISTRICT, Engineer/Architect representatives of utilities, major subcontractors and others involved in performance of the Work, and others necessary to agenda shall attend Preconstruction Conference.
- C. DISTRICT will preside at conference.
- D. Purpose of Conference: To establish working understanding between parties and to discuss Construction Schedule, shop drawing and other submittals, cost breakdown of major lump sum items, processing of submittals and applications for payment, and other subjects pertinent to execution of the Work.
- E. Agenda ~~Will will include~~include:
 - 1. Adequacy of distribution of Contract Documents.
 - 2. Distribution and discussion of list of major subcontractors and suppliers.
 - 3. Proposed progress schedules and critical construction sequencing.
 - 4. Major equipment deliveries and priorities.
 - 5. Project coordination.
 - 6. Permits and Permit Conditions.
 - 7. Environmental (CEQA) Mitigation Requirements.
 - 8. Designation of responsible personnel.
 - 9. Procedures and Processing of:
 - a. Field decisions
 - b. Proposal requests

- c. Submittals
 - d. Change Orders
 - e. Applications for Payment
 - f. Record Documents
10. Use of Premises:
 - a. Office, construction, and storage areas
 - b. DISTRICT'S requirements
 11. Construction facilities, controls, and construction aids
 12. Coordination of construction with DISTRICT operations and others
 13. Temporary utilities
 14. Safety and first aid procedures
 15. Security procedures
 16. Housekeeping procedures
- F. DISTRICT will record minutes of meeting and distribute copies of minutes within seven (7) days of meeting to participants and interested parties.

1.02 POST CONSTRUCTION MEETING

- A. Meet with DISTRICT and inspect the Work eleven (11) months after the date of recording by the County of the Notice of Completion of the Work.~~Substantial Completion with DISTRICT and ENGINEER.~~
- B. Arrange meeting at least seven (7) days before meeting.
- C. Meet in DISTRICT'S office or other mutually agreed upon place.
- D. Inspect the Work and draft list of items to be completed or corrected.
- E. Review service and maintenance contracts, and take appropriate corrective action when necessary.
- F. Complete or correct defective work and extend correction period accordingly.

- G. Require attendance of Superintendent, appropriate manufacturers and installers of major units of constructions, and affected subcontractors.

END OF SECTION

SECTION 01410

CONSTRUCTION SAFETY PROCEDURES

1.01 GENERAL

- A. CONTRACTOR shall assure that each employee is trained in the work practices necessary to safely perform his/her job.
- B. CONTRACTOR shall assure that each employee is instructed in the known potential hazards related to his/her job and the process, and the applicable provisions of the emergency action plan for the plant or facility as covered during CONTRACTOR safety orientation.
- C. CONTRACTOR shall document that each employee has received and understood the training required. The documentation shall contain the identity of the employee, the date of training, and the means used to verify that the employee understood the training. Documentation shall be submitted to DISTRICT upon request.
- D. CONTRACTOR shall advise DISTRICT of any unique hazards presented by the CONTRACTOR'S work.
- E. CONTRACTOR shall immediately notify DISTRICT of any hazards found or discovered during the course of the work.
- F. CONTRACTOR shall submit copy of OSHA T1 Annual Trench Excavation Permit upon request.

1.02 CONSTRUCTION SAFETY

- A. CONTRACTOR shall submit a Construction Safety Plan detailing the methods and procedures for complying with California Labor Code Section 6401.7, Federal, and local health and safety laws, rules and requirements for the duration of the contract time. The plan shall include the following:
 - 1. Identification of the Safety Officer (or Consultant), who will prepare, initiate, maintain and supervise safety programs, and procedures.
 - 2. Procedures for providing workers with an awareness of safety and health hazards expected to be encountered in the course of construction.
 - 3. Safety equipment appropriate to the safety and health hazards expected to be encountered during construction.

4. Methods for minimizing employees' exposure to safety and health hazards expected during construction.
 5. Procedures for reporting safety or health hazards.
 6. Procedures to follow to correct a recognized safety and health hazard.
 7. Procedures for investigation of accidents, injuries, illnesses and unusual events that have occurred at the construction site.
 8. Periodic and scheduled inspections of general work areas and specific workstations.
 9. Training for employees and workers at the jobsite.
 10. Methods of communication of safe working conditions, work practices and required personal protection equipment.
- B. CONTRACTOR shall assume responsibility for every aspect of Health and Safety on the jobsite, including the health and safety of Subcontractors, suppliers, and other persons on the jobsite.
- C. CONTRACTOR'S Safety Officer shall periodically review job safety information and reports and make recommendations concerning worker health and safety at the jobsite.
- D. CONTRACTOR shall employ health and safety measures specified by the Safety Officer, as necessary, for workers in accordance with OSHA guidelines.
- E. CONTRACTOR shall transmit to DISTRICT copies of reports and other documents related to accidents or injuries encountered during construction.

1.03 SAFETY PROCEDURES

- A. Accident Prevention:
1. Exercise precautions throughout construction for protection of persons and property.
 2. Observe safety provisions of applicable Laws and Regulations.
 3. Guard machinery and equipment, and eliminate other hazards.

4. Make reports required by authorities having jurisdiction, and permit safety inspections of the Work.
 5. Before commencing construction Work, take necessary action to comply with provisions for safety and accident prevention.
- B. Barricades:
1. Place barriers at ends of excavations and along excavations to warn pedestrian and vehicular traffic of excavations.
 2. Provide barriers with flashing lights after dark.
 3. Keep barriers in place until excavations are entirely backfilled and compacted.
 4. Barricade excavations to prevent persons from entering excavated areas in streets, roadways, parking lots, treatment plants, or other public or private areas.
- C. Warning Devices and Barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers.
1. Devices shall conform to minimum requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- D. Hazards in Public Right-of-Way:
1. Mark at reasonable intervals, trenches and other continuous excavations in public right-of-way, running parallel to general flow of traffic, with traffic cones, barricades, or other suitable visual markers during daylight hours.
 - a. During hours of darkness, provide markers with torches, flashers, or other adequate lights.
 2. At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, protect excavations by continuous barricades.
 - a. During hours of darkness, provide warning lights at close intervals.
- E. Hazards in Protected Areas: Mark or guard excavations in areas from which public is excluded, in manner appropriate for hazard.

- F. Above Grade Protection: On multi-level structures, provide safety protection that meets requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- G. Protect existing structures, trees, shrubs, and other items to be preserved on Project site from injury, damage or destruction by vehicles, equipment, worker or other agents with substantial barricades or other devices commensurate with hazards.
- H. Fences: Enclose site of the Work with fence adequate to protect the Work against acts of theft, violence and vandalism.

END OF SECTION

SECTION 01420
CONFINED SPACES

1.01 GENERAL

- A. Attention is directed to the provisions of :
1. Article 108 of the General Industry Safety Orders, Title 8, California Code of Regulations.
 2. Article 4 of the Construction Safety Orders, Title 8, California Code of Regulations.
- B. The General Industry Safety Orders define a confined space as a space that: (1) is large enough and so configured that a person can bodily enter and perform work, and (2) has limited or restricted means for entry and exit, and (3) is not designed for continuous occupancy.
- C. Confined spaces shall be as described above, and shall include the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit an oxygen deficient atmosphere or the accumulation of dangerous gases or vapors.
- D. A Permit Required Confined Spaces is defined as a confined space that has one or more of the following characteristics:
1. Contains a hazardous atmosphere,
 2. Contains a liquid or solid materials that can engulf an entrant,
 3. A configuration that can trap and suffocate an entrant,
 4. Mechanical or electrical hazards, or
 5. Contains any other recognized serious safety and health hazard.
 6. Contains unknown atmospheric environment.

The general industry regulations define a Non-Permit Required Confined Space as a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or physical harm.

- E. Confined spaces shall be considered permit-required confined spaces (PRCS) until proven safe from atmospheric hazards by testing and ventilation; and until evaluated as safe from any other serious safety or health hazards.

1.02 CONFINED SPACE OPERATING PROCEDURES

- A. CONTRACTOR shall submit confined space operating and rescue procedures to the DISTRICT for record keeping purposes. Procedures shall conform to the applicable provisions of Article 108, General Industry Safety Orders, Title 8, California Code of Regulations.
- B. CONTRACTOR shall test for the presence of combustible or dangerous gases and/or oxygen deficiency in confined spaces using an approved device immediately prior to a worker entering the confined space, and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the jobsite.
- C. Employees shall not be permitted to enter a confined space, where tests indicate the presence of a hazardous atmosphere, unless the employee is wearing suitable and approved respiratory equipment, or until such time that continuous forced air ventilation has removed the hazardous atmosphere from the confined space.
- D. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment.
- E. Sources of ignition shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe.
- F. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side openings or manholes when practicable.
- G. CONTRACTOR shall coordinate entry operations with DISTRICT when both CONTRACTOR personnel and DISTRICT personnel will be working together as authorized entrants into a permit-required confined space.
- H. CONTRACTOR shall submit to DISTRICT a photocopy of the canceled permit at the conclusion of the entry operation. This information is for record-keeping purposes only, and is not intended to provide enforcement of confined space regulations.

END OF SECTION

SECTION 01430

HAZARDOUS SUBSTANCES COMMUNICATION

1.01 REFERENCE

- A. General Requirements Section 01430

1.02 GENERAL

- A. The following hazardous substances are known to be present or will be encountered during performance of the work.
 - 1. *List all hazardous substances, or if none, indicate “none” in the space above. A listing of hazardous substances for various District facilities as compiled by local fire departments is available from the IRWD Water Quality Department.*
- B. Material Safety Data Sheets (MSDS) for each known hazardous substance can be found in the Appendix.

1.03 PROCESS OVERVIEW

For projects where work on existing chlorine, ammonia, or other hazardous chemical facility will take place, describe the existing process and known potential hazards.

SECTION 01435

HAZARDOUS SUBSTANCE PROCEDURES

1.01 REFERENCES

- A. California Health and Safety Code, Section 25117.
- B. United States Code of Federal Regulation (CFR), Title 29 and Title 40.
- C. State of California Code of Regulations (CCR), Title 8 and Title 22.
- D. Steel Structure Painting Council – PA Guide 3.
- E. 29 CFR 1910.1000.
- F. 29 CFR 1910.134.
- G. Steel Structure Painting Council:
 - 1. Guide 61 – Guide for Containing Debris Generated During Paint Removal Operations.
 - 2. Guide 71 – Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.

1.02 GENERAL

- A. CONTRACTOR shall inform DISTRICT and other affected persons of hazardous substances that are brought onto the jobsite or suspected hazardous substances which are encountered during performance of the work. CONTRACTOR shall notify such agencies as required to be notified by law or by regulation of the presence of hazardous substances.
- B. Definitions
 - 1. Hazardous substance: Defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Includes hazardous waste as defined herein.
 - 2. Hazardous waste: A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Chapter 11, Division 4.5, Title 22, California Code of Regulations, and Chapter

6.5, Division 20, California Health and Safety Code, or those substances defined as hazardous wastes in 49 CFR 171.8.

- C. CONTRACTOR shall provide plans, procedures, and controls to be used when encountering hazardous substances during performance of the work.
- D. Prior to commencing work, and where it is known or suspected that hazardous substances will be encountered, CONTRACTOR shall submit a copy of its hazard communication program to DISTRICT. Program shall describe CONTRACTOR'S communication procedures and shall give evidence of employees training for complying with procedures.
- E. CONTRACTOR shall designate a Certified Industrial Hygienist to issue instructions and recommendations for worker safety in the event a hazardous substance is encountered.
- F. CONTRACTOR shall file request for adjustment of Contract Price or Time due to the finding of hazardous materials at the work-site, in accordance with Article 14 of the General Provisions.

1.03 HAZARDOUS SUBSTANCE PROCEDURES

- A. For work where hazardous substances will be present or encountered, CONTRACTOR shall:
 - 1. Submit to DISTRICT a Site Safety and Health Plan. A copy of the plan shall be made available to the jobsite while work is being performed.
 - 2. Submit to DISTRICT a Materials Disposal Plan.
 - 3. Submit to DISTRICT a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used or encountered at the jobsite. MSDS shall be submitted prior to commencing work.
 - 4. Exercise extreme care when handling or disposing of materials or substances that are listed as hazardous substances in Section 8-339 of California Occupational Safety and Health Regulations, Title 8, California Code of Regulations, or in Title 26 (Toxics) of the California Code of Regulations, or as evidenced by the manufacturer's MSDS.
 - 5. Immediately notify DISTRICT of any spill of material that is, or contains, a hazardous substance, including, but not limited to, motor oil, hydraulic fluid, or other petroleum products and hazardous materials or wastes used or generated on site. DISTRICT personnel will notify the proper

authorities of the spill and will specify the necessary measures to be taken by the CONTRACTOR to neutralize and/or remove the hazardous substance.

- B. For work where materials suspected of containing hazardous substances are encountered, CONTRACTOR shall immediately comply with the requirement set forth above in Paragraph A, as well as the following:

1. Sampling and Testing

Contractor shall sample and test all materials suspected of containing hazardous substances to determine if they are classifiable as hazardous wastes that must be disposed of at a Class I disposal site, or non-hazardous wastes that must be disposed of at a Class II or Class III disposal site. All sampling and testing shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.

2. Hazardous Substances that may be Encountered

All the materials listed below that are to be disposed of from the site shall be sampled and analyzed for hazardous constituents. Analytical reports shall be submitted to the DISTRICT prior to disposing of each material.

- a. Sandblast Media, sealant, soil
- b. Wastewater, sediments
- c. Metals analyses will include the following 17 metals:

Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cobalt, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium and Zinc

3. Handling Samples

- a. Each sample shall have an identifying sample number assigned by the CONTRACTOR when the sample is taken. Sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample. Each sample shall have a sampling chain of custody. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.

District's Representative will witness sampling and may take samples for DISTRICT records and for additional analyses if required. Notify the DISTRICT at least 24 hours prior to sampling.

- b. District's Representative will witness sampling and may take samples for DISTRICT records and for additional analyses if required.
- c. District's Representative will review laboratory analysis results and will obtain a Hazardous Waste Generator's EPA ID Number if required.

4. Disposal

- a. District's Representative will give CONTRACTOR written notice to dispose of all or a portion of material at a Class I disposal site if the District's Representative determines that such disposal is required based on review of analytical results of samples collected in accordance with sampling plan. Non-hazardous waste shall be disposed of in either a Class II or Class III facility dependent on material composition and landfill requirements.
- b. Remove and handle the material as hazardous until the District's Representative has reviewed the required laboratory analysis and determined the appropriate classification. Materials from different sites shall not be transported or mixed until the material is determined to be non-hazardous. Excavation materials shall be stored or stockpiled at each site until classified.
- c. Transport materials in accordance with all local, state, and federal laws, rules, and regulations. Submit hazardous waste shipping manifests to the DISTRICT'S Representative within five (5) days of offhaul. Include the name, address, EPA Identification Number and Hauler License Number of the transport company and the EPA Identification Number of the disposal site.

1.04 SUBMITTALS

A. Site Safety and Health Plan

- 1. Plan shall be approved by a Certified Industrial Hygienist and shall comply with all applicable requirements of the Federal Resource

Conservation and Recovery Act, Title 8, Title 22, and Title 26 of the California Code of Regulations, and all applicable regulations of all local, state, and federal agencies having jurisdiction over the safety and health hazards of all phases of the work to be performed.

2. Submit name of individual who has been designated as the site safety and health supervisor.

B. Materials Disposal Plan

1. Prepare a materials disposal plan that complies with all applicable requirements of the Federal Resource Conservation and Recovery Act, Title 8, Title 11, and Title 26 of the California Code of Regulations; and all applicable regulations of all local, state and federal agencies having jurisdiction over the disposal of removed materials, and other waste, whether hazardous or non-hazardous. Submit a copy of the plan for the DISTRICT'S Representative prior to disposing of any material.
2. Submit permission to dispose of material from disposal site owner prior to disposing of any material. Include name, address, and telephone number of disposal site and of owner.
3. Hazardous wastes:
 - a. CONTRACTOR shall prepare and DISTRICT shall accept all hazardous waste manifests prior to use.
 - b. Submit manifests, Bill of Lading, land disposal restriction, or other documentation required by applicable regulations governing transport and disposal of hazardous wastes for disposal of hazardous substances within five (5) days of transport. Manifests or Bill of Lading (or other listed documentation) shall identify disposed material and source, show quantity of disposed material in pounds or tons, and show method used for final disposition as buried, incinerated, chemically treated and/or other means.
 - c. Submit proof that the transporter and disposal site are regulated by the State to handle and dispose of hazardous wastes.

D. Sampling and Analysis, Laboratory Designation, and Test Results

1. Submit project sampling plan prior to any sampling. Include collection methods, locations, and frequencies. Include analytical methods for each material sampled.

2. Submit name and Environmental Laboratory Accreditation Program Certificate number of laboratory that will sample and test suspected hazardous substances. Include statement of laboratory's certified testing areas and analyses that laboratory is qualified to perform. Submit prior to any laboratory testing.
3. Submit laboratory analysis results of samples taken per sampling plan. Specify any deviations from original sampling plan.

END OF SECTION

SECTION 01440

TEMPORARY FACILITIES AND CONTROLS

1.01 CONSTRUCTION WATER

General Provisions Article GP 7.12.1 requires Contractor to provide construction water. If other arrangements have been made, they should be described here.

1.02 CONSTRUCTION POWER

General Provisions Article GP 7.12.2 requires Contractor to provide construction power. If other arrangements have been made, they should be described here.

1.03 DUST CONTROL

A. Submit a plan detailing the means and methods for controlling dust generated by work on the site at or below ambient dust levels for the DISTRICT'S acceptance. The plan shall also make provision for the control of paint overspray generated during painting operations. The plan shall detail equipment and methods for monitoring compliance with the plan.

B. One or more operable street sweeping machines with vacuums in combination with a water truck for dust abatement purposes shall be maintained on the jobsite.

General Provisions Article 7.14 lists dust and smoke control requirements. If special precautions are required, include above, as appropriate.

1.04 NOISE ABATEMENT

Add specifications as needed.

1.05 DISPOSAL OF EXCESS EXCAVATED SOIL MATERIALS

General Provisions Article GP 7.13 calls for Contractor to dispose of excess soil materials off site. If alternative disposal sites have been identified, their location should be noted here.

1.06 TEMPORARY FACILITIES

Add specifications as needed.

1.07 CULTURAL RESOURCES

If work is to be performed in archeologically or paleontologically sensitive areas, include language here describing the nature of the sensitive cultural resource. If monitoring during construction is required, describe the monitoring program and state who will perform monitoring.

1.08 BIOLOGICAL RESOURCES

If work is to be performed in biologically sensitive areas or in NCCP areas, include language here describing the nature and extent of the areas. If necessary, include NCCP documents in appendix. If mitigation is required, describe here.

END OF SECTION

SECTION 01500

EQUIPMENT AND EQUIPMENT SYSTEMS OPERATION

1.01 GENERAL

This section describes the intended function and operation of equipment and equipment systems.

1.02 EQUIPMENT FUNCTIONS

Describe individual equipment items and their intended function.

1.03 EQUIPMENT SYSTEM FUNCTIONS

Describe equipment systems and their intended function. Include P&ID and other operating descriptions from Preliminary Design Report for the project.

SECTION 01510

TESTING, TRAINING, AND FACILITY START-UP

1.01 SUMMARY

- A. Section Includes: Equipment and system testing and start-up, services of manufacturer's representatives, training of DISTRICT'S personnel, and final testing requirements for the complete facility.

1.02 CONTRACT REQUIREMENTS

- A. Testing, training, and start-up are requisite to the satisfactory completion of the Contract.
- B. Complete testing, training, and start-up within the Contract Time.
- C. Allow realistic durations in the Progress Schedule for testing, training, and start-up activities.
- D. Furnish labor, power, chemicals, tools, equipment, instruments, and services required for and incidental to completing functional testing, performance testing, and operational testing.
- E. Provide competent, experienced technical representatives of equipment manufacturers for assembly, installation and testing guidance, and operator training.

1.03 START-UP/TESTING PROCESS OVERVIEW

- A. This specification describes a process. The following definitions are provided for terms that are used in this specification and which describe the steps of the process.
- B. Start-up Plan: A complete outline and schedule of the work that will be performed to meet the requirements of this specification.
- C. Factory/Source Performance Testing: Testing which takes place at the supplier's facility to test equipment performance prior to shipment of the equipment to the job site. Factory pump test, or a control panel test, for example.
- D. General Start-up and Testing: Initial adjustments, alignments, inspections, testing, etc., which are performed to confirm equipment is installed correctly and ready to be operated. Line flush, lubrication check, electrical integrity tests, instrument calibrations, for example.

- E. Individual Equipment Functional Testing: Individual equipment operating tests which verify proper operation of the equipment. An individual pump functional test would include testing flow, pressure, amps, vibration, motor controls, associated instrument loops, and remote controls, for example.
- F. Certification of Proper Installation: A written report from the equipment supplier and the equipment installer which certifies that the equipment tests are complete and the equipment performs satisfactorily.
- G. Equipment/System Operational Testing: A test of the entire facility which demonstrates the individual equipment operates as a system and meets the operational requirements of the facility design. Operational requirements to test shall include system control features, station performance requirements such as flow and pressure for example.

1.04 START-UP PLAN

- A. Submit start-up plan for each piece of equipment and each system not less than ~~sixty (60) 3 days weeks~~ prior to planned initial equipment or system start-up. Plan shall address all operating requirements set forth in Section 01500, Equipment and Equipment System Operation.
- B. Provide a Schedule with the Following Activities Identified:
 - 1. Manufacturer's services
 - 2. Installation certifications
 - 3. Operator training
 - 4. Submission of Operation and Maintenance Manual
 - 5. Performance testing
 - 6. Functional testing
 - 7. Operational testing
- C. Provide testing plan with test logs for each item of equipment and each system when specified. Include testing of alarms, control circuits, capacities, speeds, flows, pressures, vibrations, sound levels, and other parameters.
- D. Provide summary of shutdown requirements for existing systems, which are necessary to complete start-up of new equipment, and systems.

- E. Revise and update start-up plan based upon review comments, actual progress, or to accommodate changes in the sequence of activities.

1.05 FACTORY/SOURCE PERFORMANCE TESTING

- A. Test equipment for proper performance at point of manufacture or assembly when specified.

- B. Equipment that is to be tested includes, but is not limited to:

List all items of equipment that are to be tested (i.e. pumps, meters, etc.)

1. Demonstrate equipment meets specified performance requirements.
2. Provide certified copies of test results.
3. Do not ship equipment until certified copies have received written acceptance from DISTRICT. Written acceptance does not constitute final acceptance.

1.06 FACTORY WITNESSED PUMP TESTS

- A. Pumps having a motor drive of 100 horsepower or greater shall undergo factory witnessed pump testing. Each pumping unit, complete with the actual job motor drive, shall be tested at the factory in the presence of the DISTRICT Representative. Tests shall be performed in accordance with the applicable provisions of AWWA E101 or the standards of the Hydraulic Institute. To successfully pass a laboratory performance test, a pumping unit shall meet all performance requirements specified.
- B. DISTRICT shall pay all costs for DISTRICT'S Representative to travel to and from the location of the laboratory performance test, and all costs incurred during testing. Should results of the tests indicate, in the opinion of the District's Representative that the pumps fail to meet any of the specified requirements, the District's Representative will notify the CONTRACTOR of such failure. The manufacturer shall thereupon, at no expense to the DISTRICT, make such modifications and perform additional testing as may be necessary to comply with these specifications. Any additional costs for travel and subsistence shall be reimbursed to the DISTRICT by the CONTRACTOR.

1.07 GENERAL START-UP AND TESTING

A. Mechanical Systems:

1. Remove rust preventatives and oils applied to protect equipment during construction.
2. Flush lubrication systems and dispose of flushing oils. Recharge lubrication system with lubricant recommended by manufacturer.
3. Flush fuel system and provide fuel for testing and start-up. At completion of test, fill fuel tank.
4. Install and adjust packing, mechanical seals, O-rings, and other seals. Replace defective seals.
5. Remove temporary supports, bracing, or other foreign objects installed to prevent damage during shipment, storage, installation and construction.
6. Check rotating machinery for correct direction of rotation and for freedom of moving parts before connecting driver.
7. Perform cold alignment and hot alignment to manufacturer's tolerances.
8. Adjust V-belt tension and variable pitch sheaves.
9. Inspect hand and motorized valves for proper adjustment. Tighten packing glands to insure no leakage, but permit valve stems to rotate without galling. Verify valve seats are positioned for proper flow direction.
10. Tighten leaking flanges or replace flange gasket. Inspect screwed joints for leakage.
11. Install gratings, safety chains, handrails, shaft guards, and sidewalks prior to operational testing.

B. Electrical Systems:

1. Perform insulation resistance tests on wiring except 120-volt lighting, wiring, and control wiring inside electrical panels.
2. Perform continuity tests on grounding systems.

3. Test and set switchgear and circuit breaker relays for proper operation.
 4. Perform direct current high potential tests on all cables that will operate at more than 2,000 volts. Obtain services of an approved, certified independent testing lab to perform tests.
 5. Check motors for actual full load amperage draw. Compare to nameplate value.
- C. Instrumentation Systems:
1. Bench or field calibrate instruments and make required adjustments and control point settings. Provide data on DISTRICT's calibration sheets.
 2. Leak test pneumatic controls and instrument air piping.
 3. Energize transmitting and control signal systems, verify proper operation, ranges and settings.

1.08 INDIVIDUAL EQUIPMENT FUNCTIONAL TESTING

- A. Functionally test mechanical and electrical equipment for proper operation after general start-up and testing tasks have been completed.
- B. Demonstrate proper rotation, alignment, speed, flow, pressure, vibration, sound level, adjustments, and calibration. Perform initial checks in the presence of and with the assistance of the manufacturer's representative.
- C. Demonstrate proper operation of each instrument loop function including alarms, local and remote controls, instrumentation and other equipment functions. Generate signals with test equipment to simulate operating conditions in each control mode.
- D. Conduct continuous 8-hour test under full load conditions. Replace parts which operate improperly.

1.09 CERTIFICATE OF PROPER INSTALLATION

- A. At Completion of Functional Testing, Furnish Written Report Prepared and Signed by Manufacturer's Authorized Representative, Certifying Equipment:
 1. Has been properly installed, adjusted, aligned, and lubricated.
 2. Is free of any stresses imposed by connecting piping or anchor bolts.

3. Is suitable for satisfactory full-time operation under full load conditions.
 4. Operates within the allowable limits for vibration.
 5. Controls, protective devices, instrumentation, and control panels furnished as part of the equipment package are properly installed, calibrated, and functioning.
 6. Control logic for start-up, shutdown, sequencing, interlocks, and emergency shutdown have been tested and are properly functioning.
- B. Furnish Written Report Prepared and Signed by the Electrical and/or Instrumentation Subcontractor Certifying:
1. Motor control logic that resides in motor control centers, control panels, and circuit boards furnished by the electrical and/or instrumentation subcontractor has been calibrated and tested and is properly operating.
 2. Control logic for equipment start-up, shutdown, sequencing, interlocks and emergency shutdown has been tested and is properly operating.
- C. Co-sign the reports along with the manufacturer's representative and subcontractors.

1.10 TRAINING OF OWNERS PERSONNEL

- A. Provide operations and maintenance training for items of mechanical, electrical and instrumentation equipment. Utilize manufacturer's representatives to conduct training sessions. Coordinate with DISTRICT to develop content for training sessions.
- B. Coordinate training sessions to prevent overlapping sessions. Arrange sessions so that individual operators and maintenance technicians do not attend more than 2 sessions per week.
- C. Provide Operation and Maintenance Manual for specific pieces of equipment or systems one month prior to training session for that piece of equipment or system.
- D. Satisfactorily complete functional testing before beginning operator training.
- E. CONTRACTOR shall coordinate the training periods with DISTRICT personnel and manufacturer's representatives, and shall submit a training schedule for each piece of equipment or system for which training is to be provided. Such training schedule shall be submitted not less than 21 calendar days prior to the time that the associated training is to be provided and shall be based on the current plan of operation.

1.11 EQUIPMENT/SYSTEM OPERATIONAL TESTING

- A. CONTRACTOR and DISTRICT shall jointly develop and coordinate equipment system operational testing. Operation shall comply with requirements set forth in Section 01500, Equipment and Equipment Systems Operation.
- B. Conduct operational test of the entire facility after completion of operator training. Demonstrate satisfactory operation of equipment and systems in actual operation.
- C. Conduct operational test for continuous 7-day period.
- D. DISTRICT will provide operations personnel, power, fuel, and other consumables for duration of operational test.
- E. Immediately correct defects in material, workmanship, or equipment which became evident during operational test.
- F. Repeat operational test when malfunctions or deficiencies cause shutdown or partial operation of the facility or results in performance that is less than specified.
- G. In the event an item of equipment cannot be tested continuously for seven (7) days, provide information for an alternative test, or modify the seven (7) day test period. For high horsepower equipment where testing will impact Time of Use (TOU) energy limitations, describe an intermittent test procedure. Identify TOU constraints.

1.12 RECORD KEEPING

- A. Maintain and Submit Following Records Generated During Start-up and Testing Phase of Project:
 - 1. Daily logs of equipment testing identifying all tests conducted and outcome.
 - 2. Logs of time spent by manufacturer's representatives performing services on the job site.
 - 3. Equipment lubrication records.
 - 4. Electrical phase, voltage, and amperage measurements.
 - 5. Insulation resistance measurements.

6. Data sheets of control loop testing including testing and calibration of instrumentation devices and set points.

END OF SECTION

SECTION 01520

CLOSEOUT PROCEDURES

1.01 FINAL CLEANING

- A. Perform final cleaning prior to inspections for Final Acceptance.
- B. Use cleaning materials which are recommended by manufacturers of surfaces to be cleaned.
- C. Prevent scratching, discoloring, and otherwise damaging surfaces being cleaned.
- D. Clean roofs, gutters, downspouts, and drainage systems.
- E. Broom clean exterior paved surfaces and rake clean other surfaces of sitework. Police yards and grounds to keep clean.
- F. Remove dust, cobwebs, and traces of insects and dirt.
- G. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete, and other foreign materials from sight-exposed surfaces, and fixtures and equipment.
- H. Remove non-permanent protection and labels.
- I. Polish glossy surfaces to clear shine.
- J. Vacuum carpeted and soft surfaces.
- K. Clean light fixtures and replace burned-out or dim lamps.

1.02 WASTE DISPOSAL

- A. Surplus materials, waste products, and other debris shall be disposed off-site

1.03 TOUCH-UP AND REPAIR

- A. Touch-up, repair, or replace finished surfaces on structures, equipment and installation that have been damaged prior to inspection for final acceptance.

1.04 CLOSEOUT DOCUMENTS

- A. Submit following closeout documents upon completion of the Work, and at least 7 days prior to application for Final Payment:
1. Project Record Documents, including:
 - Record drawings
 - Testing reports
 - Survey data
 - Instrument calibration sheets

Add other items as may be required.
 2. Operation and Maintenance Manuals
 3. Warranties and Bonds.
 4. Spare Parts

END OF SECTION

SECTION 01600

DISTRICT FURNISHED EQUIPMENT

1.01 EQUIPMENT FURNISHED BY DISTRICT

List equipment and include scheduled delivery date(s). Include copy of purchase order in appendix. List any equipment or parts that are necessary for installing equipment.

1.02 DISTRICT RESPONSIBILITIES

- A. Arrange for and deliver necessary shop drawings, installation instructions, product data and samples to CONTRACTOR.
- B. Arrange and pay for product delivery to site in accordance with construction schedule.
- C. Deliver supplier's bill of materials to CONTRACTOR.
- D. Inspect deliveries jointly with CONTRACTOR.
- E. Submit claims for transportation damage.
- F. Arrange for replacement of damaged, defective, or missing items.
- G. Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

1.03 CONTRACTOR RESPONSIBILITIES

- A. Designating required delivery date for each DISTRICT furnished product.
- B. Reviewing shop drawings, product data and samples.
- C. Submitting notification of discrepancies or anticipated problems.
- D. Receiving and unloading products at site.
- E. Promptly inspecting products jointly with DISTRICT and recording shortages, damaged or defective items.
- F. Handling products at site, including uncrating and storage.
- G. Protecting products from damage.

- H. Installing, including assembly, connections, adjustments, tests, and finish products in accordance with Contract Documents.
- I. Providing operating oils, lubricants, and incidental materials required for complete installation.
- J. Repairing or replacing items damaged after receipt until Date of Acceptance of the Work by DISTRICT.

1.04 DELIVERY

- A. If DISTRICT fails to deliver products in accordance with approved Construction Schedule, adjustments will be made to Contract Time and Contract Price as stipulated in General Provisions.

END OF SECTION

SECTION 01700

EARLY OCCUPANCY OF PORTIONS OF WORK

1.01 PORTIONS OF WORK SCHEDULED FOR EARLY OCCUPANCY

- A. CONTRACTOR shall complete following portions of Work for DISTRICT'S utilization including specified testing, training of DISTRICT'S personnel, and other preparations necessary for DISTRICT'S occupancy or use:

Designate portions of work scheduled for early occupancy. List early occupancy milestones and associated liquidated damage rates on the Agreement form.

1.02 SUBSTANTIAL COMPLETION CERTIFICATIONS

- A. Certificates of Substantial Completion will be executed for each designated portion of Work prior to DISTRICT occupancy. Such certificate of substantial completion will describe the portion of the Work to be occupied by DISTRICT, items that may be incomplete or defective, date of occupancy by DISTRICT, and other information required by DISTRICT and CONTRACTOR.

1.03 FOLLOWING OCCUPANCY

- A. Occupancy by DISTRICT will relieve CONTRACTOR of responsibility for injury or damage to the above-listed completed portions of the Work resulting from use by DISTRICT or from the action of the elements, or from other cause, except CONTRACTOR operations or negligence.
- B. After DISTRICT occupancy, allow access for DISTRICT'S personnel, access for others authorized by DISTRICT, and access by DISTRICT for operation of equipment and systems.
- C. Following Occupancy, DISTRICT will provide power to operate equipment and systems, and repair damage caused by DISTRICT occupancy.
- D. CONTRACTOR will not be required to reclean early occupied portions of Work prior to final acceptance, except for cleanup made necessary by CONTRACTOR's operations.
- E. Guarantee period for portions of the Work occupied by DISTRICT shall commence with date of Certificate of Substantial Completion of portions of Work for use by DISTRICT. Progress payment retentions for portions of the Work occupied by DISTRICT will be released as part of the retention for the total Work.

- F. DISTRICT'S use of occupied facilities shall not relieve CONTRACTOR from responsibility for correcting defective work or materials.
- G. No partial acceptance of the Work will be made and no acceptance other than the final acceptance of the completed Work will be made except for those portions of Work designated for early occupancy by DISTRICT.

END OF SECTION

SECTION 01800

TESTING AND LABORATORY SERVICES

Add specifications as needed.

SECTION 01810
SPECIAL MEETINGS

Add specifications as needed.

SECTION 01820

SPECIAL CONTRACT CLOSE OUT

Add specifications as needed.

SECTION 01830
SPECIAL SIGNAGE

Modify this specification as needed for the number of signs and location of the project. Add specifications as needed.

Contractor shall furnish and install *one/two* project signs. The District inspector and *City of xxx or County of Orange* shall approve sign locations in the field. Dimensions of the signs shall be 4-feet by 8-feet mounted on 4-inch by 4-inch wooden posts. Signs shall be white with black letters and include the District supplied logo decal, project name, District Public Affairs phone number: (949) 453-5500 and website, contractor's name and emergency contact information, and the scheduled completion date. An example of the sign layout is included in the appendix to these specifications.

SECTION 01840

BASIS OF MEASUREMENT FOR PAYMENT

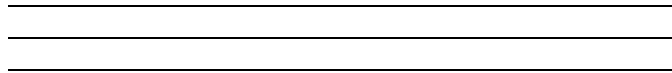
Add specifications as needed.

SECTION 01900
GENERAL DESIGN REQUIREMENTS

Add specifications as needed.

PROJECT TECHNICAL SPECIFICATIONS

SECTIONS 2 – 17



PROJECT NO. ____ (____)

*Include Sections 2 through 17 following
this page, or reference the document
that contains Sections 2-17.*

APPENDIX

APPENDIX

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Shop Drawing Transmittal Form

Survey Request Form

Soil Testing Request Form

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Request for Information Form

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Progress Payment Form

Certificate of Substantial Completion Form

Escrow Agreement for Security Deposits in Lieu of Retention Form

IRWD Alternating Friday Closure Schedule

IRWD Holiday Schedule

Project Sign Example

General Dewatering Permit Order No. R8-2009-0045 (Amends R8-2007-0041)

General Dewatering Permit Order No. R8-2007-0041

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General Dewatering Permit Order No. R8-2009-003

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IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92619-7000

Project: _____

Project No.: _____

Contractor: _____

Address: _____

To: Irvine Ranch Water District
 P.O. Box 57000
 Irvine, CA 92619-7000

Date: _____

Attention: _____
 IRWD PROJECT MANAGER

Phone No.: _____

Fax No.: _____

e-mail: _____

SHOP DRAWING TRANSMITTAL

SUBJECT OF SUBMITTAL: _____

SPECIFICATION SECTION(S): _____

CONTRACTOR'S CERTIFICATION: Check and complete either statement below:

- Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified in or shown on the contract documents with no exceptions.
- Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified in or shown on the contract documents except for the following deviations:

REQUIREMENT:

Contractor shall use this **Transmittal Form** for submittal of shop drawings to the Owner's Representative. The procedure governing shop drawings submittal is contained in the General Provisions of the Specifications. Failure to comply with all the requirements specified therein will constitute grounds for return of the shop drawings for proper resubmittal.

Contractor's Authorized Signature

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IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue
 P.O. Box 57000
 Irvine, CA 92619-7000

Project: _____

Project No.: _____

Contractor: _____

Address: _____

To: Irvine Ranch Water District
 P.O. Box 57000
 Irvine, CA 92619-7000

Date: _____

Attention: _____
 IRWD PROJECT MANAGER

Phone No.: _____

Fax No.: _____

e-mail: _____

SURVEY REQUEST

TYPE OF SURVEY	DESCRIPTION, STRUCTURE, STA.	OFFSET	STATION	DESIRED BY:	
				TIME	DATE
1					
2					
3					
4					
5					

ADDITIONAL INSTRUCTIONS, REMARKS, ETC., BY NUMBER:

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IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue
 P.O. Box 57000
 Irvine, CA 92619-7000

Project: _____

Project No.: _____

Contractor: _____

Address: _____

To: Irvine Ranch Water District
 P.O. Box 57000
 Irvine, CA 92619-7000

Date: _____

Attention: _____
 IRWD PROJECT MANAGER

Phone No.: _____

Fax No.: _____

e-mail: _____

SOIL TESTING REQUEST

TYPE OF TEST	DESCRIPTION, STRUCTURE, STA. TO STA., ETC...	DESIRED BY:	
		TIME	DATE
1			
2			
3			
4			
5			

ADDITIONAL INSTRUCTIONS, REMARKS, ETC., BY NUMBER:

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IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Ave., P.O. Box 57000, Irvine, CA 92619-7000 (949) 453-5300

Date: _____

Company: _____

Address: _____

Telephone No.: _____

Fax No.: _____

ATTENTION:

Project: _____

Project Number: _____

RE: WEEKLY DEWATERING REPORT

Pursuant to the General Requirements (Section 5-3) of the Contract, this is to inform you that construction activities for the week ending _____:

- Required no dewatering.
- Required dewatering. The wastewater was pumped to a settlement box and then discharged to surface waters.

Estimated Volume of Water (gallons/day): _____

- Required dewatering. The dewatering method used was:

Estimated Volume of Water (gallons/day): _____

Refer to attached report for laboratory test results.

Name of Lab performing testing: _____

Contact Person

Telephone #

Sincerely,

Name

Title

Date

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Weekly Dewatering Report (continued)

Summary of Monitoring and Reporting Requirements:

(Note: This is a summary to help facilitate compliance with the monitoring and reporting requirements. The contractor responsible for complying with all permit requirements and this summary in no way modifies the permit requirements.)

Sampling:

- Each time a dewatering system is turned off and restarted. (If there is no discharge from the system then the sampling procedures begin as if it is a new discharge when the system is restarted.)
- Samples must be taken at the scheduled intervals regardless of holidays or other non-working days for the contractor.
- For a continuous discharge, the interval between sampling events must not exceed seven days. If the contractor wishes to change sample days after the discharge has begun and the initial samples have been collected, then the change must be made in a way that the interval between samples does not exceed the seven day requirement.
- If there is more than one discharge point, each one is considered a separate discharge and must be sampled separately.
- Flow must be measured daily.

IF THERE IS ANY INDICATION THAT DEWATERING REQUIREMENTS ARE NOT BEING MET, DEWATERING MUST BE STOPPED AND CONTACT THE IRWD INSPECTOR IMMEDIATELY. THE CONTRACTOR IS RESPONSIBLE FOR ANY PENALTIES ASSESSED.



IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92619-7000

Project: _____

Project No.: _____
Contractor: _____

Address: _____

To: Irvine Ranch Water District
P.O. Box 57000
Irvine, CA 92619-7000

Date: _____

Attention: _____
IRWD PROJECT MANAGER

Phone No.: _____

Fax No.: _____

e-mail: _____

REQUEST FOR INFORMATION **RFI No.:**

INFORMATION REQUESTED:

BY: _____ REQUESTED DATE OF REPLY: _____

REPLY:

BY: _____ DATE: _____

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CONTRACT CHANGE REQUEST

IRVINE RANCH WATER DISTRICT
 15600 Sand Canyon Avenue
 P. O. Box 57000
 Irvine, California 92619-7000
 (949) 453-5300



C.R. No. _____

Project No. _____

Project Title _____

Date: _____

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
TOTAL =			DAYS ±

1. NET AMOUNT THIS CHANGE REQUEST	=		
2. ORIGINAL CONTRACT AMOUNT	=		
3. TOTAL PREVIOUS CHANGE ORDERS	=		
4. TOTAL BEFORE THIS CHANGE REQUEST (2+ 3)	=		
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4) =	=		

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

 Date Contractor By:

IRVINE RANCH WATER DISTRICT	DATE	
IRWD Engineer or Consulting Engineer		<input type="checkbox"/> Change Initiated by the District
Principal Engineer		<input type="checkbox"/> Change Initiated by the Contractor
Executive Director of Engineering & Water Quality		

NOTE: The documents supporting this Change Request, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Change Request 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.
 CHANGES: All workmanship and materials called for by this Change Request shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Change Request. The time for completing the contract will not be extended unless expressly provided for in this Change Request.

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CONTRACT CHANGE ORDER

IRVINE RANCH WATER DISTRICT
 15600 Sand Canyon Avenue
 P. O. Box 57000
 Irvine, California 92619-7000
 (949) 453-5300



C.O. No. _____
 Final _____
 Project No. _____

Project Title _____

Date: _____

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
TOTAL			

DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=		
2. ORIGINAL CONTRACT AMOUNT	=		
3. TOTAL PREVIOUS CHANGE ORDER(S)	=		
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=		
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=		

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

----- Dollars

_____ Date

_____ Contractor

_____ By:

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
_____	_____	Department Director Approval Required <input type="checkbox"/> Executive Director Approval Required <input type="checkbox"/> General Manager Approval Required <input type="checkbox"/> Board Approval Required <input type="checkbox"/>
IRWD Engineer or Consulting Engineer	Date	
_____	_____	
Principal Engineer	Date	
_____	_____	
Executive Director of Engineering & Water Quality	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 Change 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 Change Order. The time for completing the contract will not be extended unless expressly provided for in this Change Order.

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IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Ave., P.O. Box 57000, Irvine, CA 92619-7000 (949) 453-5300

CONTRACTOR: Insert Name
 Insert Address
 Insert Telephone Number

PROJECT:

PROJECT NO.:

P. O. NO.:

DATE PREPARED:

CONTRACT START DATE:

CONTRACT COMPLETION DATE:

PROGRESS PAY REQUEST NO.:

FOR PERIOD ENDING:

CONTRACT SUMMARY

DAYS	CONTRACT AMOUNT	% COMPLETED	COMPLETED TO DATE
ORIGINAL CONTRACT			
CHANGE ORDERS			
TOTALS			
LESS 5% RETENTION			
LESS STOP PAYMENT NOTICES			
TOTAL DUE TO DATE			
LESS PREVIOUS PAYMENTS			
AMOUNT OF THIS PAYMENT			

DATE

IRVINE RANCH WATER DISTRICT

DATE

Amount of Payment

DATE

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Irvine Ranch Water District

Certificate of Substantial Completion

Project Title: _____

Project No: _____

Contractor: _____

Contract Start (Award) Date: _____ Contract Time: _____

Contract Completion Date: _____

Date of Substantial Completion: _____

The work performed under this contract has been inspected by the District and its representatives, and is hereby accepted by the District as being substantially completed on the above date.

Substantial Completion is defined as meaning all work is complete except for minor corrections to work that has already been performed, and the date of substantial completion is the date when the this level of completion has been achieved, in accordance with the contract documents, as modified by any change orders.

A list of all of the items remaining to be corrected is appended hereto. All such work shall be corrected to the satisfaction of the District before final acceptance of the project, otherwise the Contractor does hereby waive any and all claims to all moneys retained by the District under the Contract to cover the value of all such uncorrected items.

The Contractor hereby accepts the above conditions of substantial completion:

Contractor's Authorized Representative Date

Irvine Ranch Water District's Authorized Representative Date

The following items or supplementary sheets listing such items remaining to be corrected are hereby made a part of this document by reference thereto:

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ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between IRVINE RANCH WATER DISTRICT whose address is 15600 Sand Canyon Avenue, Irvine, California 92618-3102 hereinafter called "DISTRICT," and _____ whose address is _____

_____ hereinafter called "Contractor" and _____ whose address is _____

_____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract entered into between DISTRICT and Contractor for _____ in the amount of _____ dated _____, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between DISTRICT and Contractor. Securities shall be held in the name of Irvine Ranch Water District, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created hereunder is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor, and Escrow Agent.

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(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven (7) days' written notice to the Escrow Agent from DISTRICT of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and Contractor pursuant to Sections (5) through (8), inclusive, of this agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

Appendix

Revised 3/15

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

DISTRICT:

CONTRACTOR:

Title

Title

Name

Name

Signature

Signature

Order No. R8-2009-0045

NPDES No. CAG918002

General Dewatering Permit
(San Diego Creek/Newport Bay)
(Amends R8-2007-0041)

Order No. R8-2007-0041

NPDES No. CAG918002

General Dewatering Permit
(San Diego Creek/Newport Bay)

Order No. R8-2009-003


NPDES No. CAG998001

General Dewatering Permit
(Non-San Diego Creek/Newport Bay)

March 9, 2015

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

Submitted by: K. Burton ^{KB}

Approved by: Paul Cook 

CONSENT CALENDAR

UPCOMING PROJECTS STATUS REPORT

SUMMARY:

A status report of IRWD's Upcoming Projects is presented for the Board's review.

BACKGROUND:

The status report, which is attached as Exhibit "A", is submitted quarterly to the Engineering and Operations Committee and to the 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 17, 2015.

RECOMMENDATION:

RECEIVE AND FILE.

LIST OF EXHIBITS:

Exhibit "A" – Upcoming Projects Status Report


EXHIBIT "A"

IRWD UPCOMING PROJECTS STATUS REPORT

Project Name	Start	Start	Construction	Construction
	Planning	Design	Award	Final Acceptance
SJM Building Campus Mold Remediation				Spring 2015
Sewer Manhole Rehabilitation		Winter 2015		
DW Well Rehab No. 1		Summer 2015		
Syphon Reservoir Slide Gate Replacement		Winter 2015		
Wells 11 and 15 Surge Tank Replacement		Spring 2015		
Chloramine Boosters at Foothill Zone 6 and Portola Zone 9			Spring 2015	Winter 2016
EOCWD Interconnect Improvements				Spring 2015
Cathodic Protection for GAP Pipe Segment			Spring 2015	Fall 2015
Foothill Ranch Zone 6 and Coastal Zone 4 BPS Check Valve Replacement				Winter 2015
SAC/Baker Pipeline CP Improvements				Winter 2015
San Joaquin Reservoir Actuator Repair/Replacement				Summer 2015
Silverado Canyon Rd DW Pipeline Improvements				Winter 2015
Newport Coast CP (Joint Bonding)				Winter 2015
MWRP Miscellaneous Repair and Rehabilitation		Fall 2015		
Wells ET-1 and ET-2 Rehabilitation				Spring 2015
LAWRP Ponds Biosolids Removal and Disposal				Spring 2015
PA 51, Marine Way DW, RW (RA w/Heritage Fields)			Winter 2015	Winter 2016
PA 51, Ridge Valley, Marine to Trabuco, DW, S (RA w/Heritage Fields)				Winter 2015
PA 51, Ridge Valley, Trabuco to Irvine Blvd, DW, S, RW (RA w/Heritage Fields)				Winter 2015
PA 51, C St from Trabuco Rd to LQ St, S (RA w/Heritage Fields)				Winter 2015
PA 51, Reach A Sewer from Marine Way to Trabuco Rd (RA w/Heritage Fields)				Winter 2015
PA 51, C St from Ridge Valley to LN St, DW, RW (RA w/Heritage Fields)				Winter 2015
PA 51, LQ St from Ridge Valley to LY St, S, RW (RA w/Heritage Fields)				Winter 2015
PA 51, LN St from C St to LY St, DW, RW (RA w/Heritage Fields)				Winter 2015
PA 51, South C St and LY St, S, RW (RA w/Heritage Fields)				Winter 2015
PA 51, Irvine Blvd, DW, S, RW (RA w/Heritage Fields)				Fall 2015
PA 51, LY St from LQ St to Irvine Blvd, DW S, RW (RA w/Heritage Fields)				Fall 2015
Tustin Legacy Villas Capital Sewer (RA w/ICDC)				Winter 2015
PA 1, Orchard Hills Neighborhood 2 RW (RA w/ICDC)				Winter 2015
PA 1, Orchard Hills Zone C RW (RA w/ICDC)				Winter 2015
PA 5B, Phase 1A DW, RW (RA w/ICDC)				Spring 2015
PA 5B, Phase 1B RW (RA w/ICDC)				Spring 2015
PA 5B, Phase 2 RW (RA w/ICDC)				Spring 2015
PA 5B, RW Zone B Improvements (RA w/ICDC)				Spring 2015
PA 6, Neighborhood 3, Phase 1 RW (RA w/ICDC)				Spring 2015
Technology Drive Extension Zone B RW (RA w/ICDC)			Spring 2015	Fall 2016
Barranca, Armstrong to Tustin Ranch Road DW, S, RW Facilities (RA w/Tustin)				Winter 2015
Warner, Legacy Rd to Tustin Ranch Rd, Capital DW and RW Improvements (RA w/Tustin)				Winter 2015

IRWD UPCOMING PROJECTS STATUS REPORT

Project Name	Start	Start	Construction	Construction
	Planning	Design	Award	Final Acceptance
Warner and Armstrong DW, RW (RA w/Tustin)				Spring 2015
PA 18 South, Hidden Canyon DW RW (RA w/Toll Brothers)				Spring 2015
MWRP Biosolids and Energy Recovery Facilities				Fall 2016
MWRP Phase 2 Expansion - MBR Repair				Spring 2015
Baker Water Treatment Plant				Spring 2016
Baker Raw Water Conveyance Facilities				Spring 2015
Sand Canyon Avenue Grade Separation				Winter 2015
Hidden Canyon Zone 3 to 4 and B to C Booster Pump Stations				Spring 2015
Peters Canyon Channel Water Capture and Reuse Pipeline			Spring 2015	Summer 2016
Stockdale West Wellhead and Conveyance Facilities			Spring 2015	Summer 2016
ILP North Conversion - Pipelines			Spring 2016	Summer 2017
Multi-Zone Regional Pump Station - Zone B BPS, Zone C BPS, and Zone A-Syphon BPS		Summer 2015		
ILP North Conversion - Reservoir			Spring 2016	Summer 2017
Michelson Lift Station Relocation (RA w/LBA)				Winter 2015
Well OPA-1 Equipping				Spring 2015
Rattlesnake Chlorine Gas System Replacement				Fall 2015
LAWRP Treatment Plant Master Plan	Fall 2015			
IDF Sodium Hypochlorite Storage and Feed System		Summer 2015		
Great Park SAMP Update	In-Process			
North Tustin Sewer Annexation	In-Process			
Lake Forest Groundwater Supply Evaluation Update	Fall 2015			
WRMP Update - Chap 2,3,4,5, 7,10	In-Process			
Sewer Collection System Master Plan/Generation Factors	In-Process			
Update to Replacement Planning Model	Winter 2016			
	Category	Months		
	Winter	Jan. Feb. & Mar.		
	Spring	Apr. May & June		
	Summer	Jul. Aug. & Sep.		
	Fall	Oct. Nov. & Dec.		

March 9, 2015
Prepared by: T. Bonkowski/M. Cortez
Submitted by: K. Burton ^{KLB}
Approved by: Paul Cook 

CONSENT CALENDAR

MICHELSON WATER RECYCLING PLANT PHASE II EXPANSION LANDSCAPING
FINAL ACCEPTANCE

SUMMARY:

The Michelson Water Recycling Plant (MWRP) Phase II Expansion Landscaping project is complete. The contractor, Valley Crest Landscape Development, Inc., has completed the required work and all punch list items. The project has received final inspection and acceptance of construction is recommended.

BACKGROUND:

The MWRP Phase II Expansion Landscaping project included a complete landscape irrigation system, fine grading, soil preparation, planting of trees, shrubs and ground cover plants, mulching, and installation of crib walls, decomposed granite and concrete path and driveways. Trees and plant materials were provided by Shadetree Partnership, Inc. The design was completed by TCLA, Inc. in April 2014. Valley Crest Landscape Development, Inc. was awarded the construction contract on May 27, 2014 and completed construction in March 2015.

Project Title:	Michelson Water Recycling Plant Phase II Expansion Landscaping Project
Project No.:	20214 (1599) and 30214 (1706)
Design Engineer:	TCLA, Inc.
Construction Management by:	IRWD Staff
Contractor:	Valley Crest Landscape Development, Inc.
Original Contract Cost:	\$940,400
Final Contract Cost:	\$1,112,758.04
Original Contract Days:	200
Final Contract Days:	228
Final Change Order Approved On:	February 9, 2015

A summary of the project Contract Change Orders is attached as Exhibit "A".

FISCAL IMPACTS:

Projects 20214 (1599) and 30214 (1706) are included in the FY 2014-15 Capital Budget. The existing budget is sufficient to fund the final payment for the project.

ENVIRONMENTAL COMPLIANCE:

The MWRP Phase II Expansion Landscape project is subject to the California Environmental Quality Act (CEQA) and in conformance of California Code of Regulations Title 14, Chapter 3, Article 7, an Environmental Impact Report, SCH #2005051174, was certified by the lead agency of February 27, 2006.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ACCEPT CONSTRUCTION OF THE MICHELSON WATER RECYCLING PLANT PHASE II EXPANSION LANDSCAPING, PROJECTS 20214 (1599) AND 30214 (1706); AUTHORIZE THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION; AND AUTHORIZE THE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

Exhibit "A" – Construction Change Order Summary

EXHIBIT "A"

CONTRACT CHANGE ORDER SUMMARY

Project Title: Michelson Expansion Phase II Landscaping

Project Number: 20214 (1599), 30214 (1706)

Contractor: Valley Crest Landscape Development

CCO No.	Description:	Date Approved:	CCO Amount
001	Additional gravity and retaining walls to accommodate excessive slope conditions discovered during construction.	10/27/14	\$24,402.00
002	Additional work to install missing irrigation sleeves, rerouting of irrigation mainline to avoid conflicts with encased sewer and grading adjustments, and District directed installation of additional irrigation valves, wire and piping.	10/31/14	\$40,432.41
003	Additional work to install pedestrian and vehicular DG walkways, perform grading adjustments for new gravity and retaining wall installations at various locations, concrete mow curb installation, and installation of CMB and ¾-inch base at various locations.	11/24/14	\$59,767.75
004	Additional work to install District-directed improvements including: traffic-rated drain covers at various locations, AC patching near the FEB, additional retaining wall courses near FEB stairs, and excavation of cement mortar lined piping near the FPS-2 facility.	01/21/15	\$14,417.89
005	Final quantity adjustments, loss of production due to unmarked underground, replacement of planting material damaged by crows, export and disposal of excess soil material not included in original contract scope, mortar cap on newly installed Keystone retaining wall.	02/09/15	\$33,337.99
	Total		\$172,358.04
	Original Contract Amount		\$940,400.00
	Total Contract Change Orders		\$172,358.04
	Final Contract Amount		\$1,112,758.04

March 9, 2015

Prepared by: A. Murphy/M. Cortez

Submitted by: K. Burton *KB*

Approved by: Paul Cook *P. Cook*

CONSENT CALENDAR

BOOSTER PUMP STATION CHECK VALVE REPLACEMENT FINAL ACCEPTANCE

SUMMARY:

The Booster Pump Station Check Valve Replacement project is complete. The contractor, Schuler Engineering, completed the required work and all punch list items. The project has received final inspection and acceptance of construction is recommended.

BACKGROUND:

The Booster Pump Station Check Valve Replacement project replaced hydraulically controlled ball check valves at Foothill Zone 4-6 and Coastal Zone 4 Booster Pump Stations with silent check valves. The project also included the replacement of discharge piping and fixtures including pressure switches, air vacuum valves, and pressure gauges on the discharge and suction side of the pumps at both sites. Tetra Tech completed the design in July 2014. Schuler Engineering was awarded the construction contract on August 26, 2014 and completed construction in February 2015.

Project Title:	Booster Pump Station Check Valve Replacement
Project No.:	11751 (5116)
Design Engineer:	Tetra Tech
Construction Management by:	IRWD Staff/Tetra Tech
Contractor:	Schuler Engineering
Original Contract Cost:	\$247,252.00
Final Contract Cost:	\$277,088.33
Original Contract Days:	168
Final Contract Days:	170
Final Change Order Approved On:	February 25, 2015

FISCAL IMPACTS:

Project 11751 (5116) is included in the FY 2014-15 Capital Budget. The existing budget is sufficient to fund the final payment for the project.

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301 which provides exemption for minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. A Notice of Exemption for the project was filed with the County of Orange on August 21, 2014.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ACCEPT CONSTRUCTION OF THE BOOSTER PUMP STATION CHECK VALVE REPLACEMENT, PROJECT 11751 (5116); AUTHORIZE THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION; AND AUTHORIZE THE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.


LIST OF EXHIBITS:

None.

March 9, 2015

Prepared by: Jennifer Davis/Tanja Fournier

Submitted by: Robert Jacobson/Cheryl Clary

Approved by: Paul Cook 

CONSENT CALENDAR

JANUARY 2015 TREASURY REPORTS

SUMMARY:

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

- A. The Investment Summary Report for January 2015. This Investment Summary Report is in conformity with the 2015 Investment Policy and provides sufficient liquidity to meet estimated expenditures during the next six months, as outlined in Exhibit "A";
- B. The Monthly Interest Rate Swap Summary as of January 31, 2015, as outlined in Exhibit "B";
- C. The Summary of Payroll ACH payments in the total amount of \$1,459,175, as outlined in Exhibit "C";
- D. The January 31, 2015 Disbursement Summary of Warrants 354855 through 355666, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$31,983,786, as outlined in Exhibit "D"; and
- E. The Disclosure Report of Reimbursements to Board Members and Staff for January 2015, detailing payments or reimbursements for individual charges of \$100 or more per transaction, as outlined in Exhibit "E".

FISCAL IMPACTS:

As of January 31, 2015, the book value of the investment portfolio was \$280,024,272, with a 0.50% rate of return and a market value of \$280,137,329. Based on the District's December 31, 2014 quarterly real estate investment rate of return of 12.00%, the District's weighted average return for the fixed income and real estate investments was 2.79%.

As of January 31, 2015, 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 \$605,003.

Payroll ACH payments totaled \$1,459,175, and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for January totaled \$31,983,786.

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 reviewed by 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 2015, AND DISCLOSURE REPORT OF REIMBURSEMENTS TO BOARD MEMBERS AND STAFF; APPROVE THE JANUARY 2015 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$1,459,175 AND APPROVE THE JANUARY 2015 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS 354855 THROUGH 355666, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$31,983,786.

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

01/31/15

SETTLEMENT *	Call Schedule	Initial Call	Maturity Date	Rating	INVESTMENT TYPE	INSTITUTION / ISSUER	PAR Amount	COUPON DISCOUNT	YIELD	YTC	ORIGINAL COST	CARRY VALUE	MARKET VALUE ⁽¹⁾ 1/31/2015	UNREALIZED ⁽²⁾ GAIN/(LOSS)	
01/23/15			02/01/15		LAIF	State of California Tsy.	\$40,500,000		0.260%		\$40,500,000.00	\$40,500,000.00	40,499,205.39	(794.61)	
01/15/15			02/13/15		LAIF BABS	State of California Tsy.	1,252,159		0.260%		\$1,252,159.17	\$1,252,159.17	1,252,134.60	(24.57)	
12/18/14	N/A	N/A	02/26/15	NR	FHLMC - Discount Note	Fed Home Loan Mortgage Corp Discount Note	5,000,000	0.079%	0.080%		4,999,222.20	4,999,722.21	4,999,950.00	227.79	
12/18/14	N/A	N/A	03/25/15	NR	FHLMC - Discount Note	Fed Home Loan Mortgage Corp Discount Note	5,000,000	0.100%	0.101%		4,998,652.80	4,999,277.79	4,999,800.00	522.21	
12/18/14	N/A	N/A	04/28/15	NR	FHLMC - Discount Note	Fed Home Loan Mortgage Corp Discount Note	5,000,000	0.115%	0.117%		4,997,907.65	4,998,626.40	4,999,500.00	873.60	
08/13/14	N/A	N/A	05/20/15	NR	FNMA - Discount Note	Fed Natl Mortgage Discount Note	10,000,000	0.130%	0.132%		9,989,888.89	9,996,100.00	9,998,300.00	2,200.00	
11/19/14	N/A	N/A	05/20/15	NR	FHLB - Discount Note	Fed Home Loan Bank Discount Note	5,000,000	0.101%	0.102%		4,997,446.95	4,998,485.00	4,999,150.00	665.00	
08/13/14	N/A	N/A	06/09/15	NR	FHLMC - Discount Note	Fed Home Loan Mortgage Corp Discount Note	10,000,000	0.150%	0.152%		9,987,500.00	9,994,666.67	9,997,500.00	2,833.33	
08/13/14	N/A	N/A	07/29/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	15,000,000	0.125%	0.182%		14,991,750.00	14,995,804.29	14,996,700.00	895.71	
03/04/14	N/A	N/A	08/28/15	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	2,000,000	0.500%	0.225%		2,008,140.00	2,003,123.84	2,003,900.00	776.16	
03/04/14	N/A	N/A	08/28/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	8,000,000	0.375%	0.225%		8,017,720.00	8,006,800.30	8,008,400.00	1,599.70	
05/28/14	N/A	N/A	09/10/15	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.750%	0.165%		5,101,550.00	5,047,750.11	5,047,600.00	(150.11)	
10/09/14	One Time	03/26/15	10/20/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.270%	0.239%	0.201%	5,001,600.00	5,001,110.64	5,000,900.00	(210.64)	
11/19/14	N/A	N/A	11/18/15	Aaa/NA/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.125%	0.193%		4,996,635.00	4,997,319.09	4,996,350.00	(969.09)	
10/09/14	N/A	N/A	12/01/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.270%	0.233%	0.233%	5,002,100.00	5,001,522.25	5,000,100.00	(1,422.25)	
10/29/14	N/A	N/A	12/18/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.300%	0.200%	0.200%	5,005,670.00	5,004,372.05	5,000,450.00	(3,922.05)	
05/27/14	N/A	N/A	12/21/15	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.375%	0.241%		5,010,450.00	5,005,890.66	5,005,000.00	(890.66)	
01/15/13	N/A	07/15/13	01/15/16	NA/AA+/AAA	FHLB - Note	Fed Home Loan Bank	5,000,000	0.375%	0.390%		4,997,750.00	4,999,128.77	5,003,550.00	4,421.23	
03/14/13	Continuous	09/07/13	03/07/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	740,741	0.470%	0.490%	0.730%	740,740.74	738,536.88	740,748.11	2,211.22	
03/14/14	Continuous	06/10/14	03/10/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.350%	0.413%	0.874%	4,993,750.00	4,996,335.42	5,000,050.00	3,514.58	
04/12/13	Continuous	07/12/13	04/12/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.410%	0.447%	0.851%	4,994,500.00	4,997,812.04	5,000,050.00	2,237.96	
04/29/14	Continuous after	07/25/14	04/25/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.390%	0.448%	0.878%	4,994,250.00	4,996,241.22	4,999,500.00	3,258.78	
05/12/14	Continuous after	05/12/15	05/12/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.480%	0.480%	0.480%	5,000,000.00	5,000,000.00	5,003,850.00	3,850.00	
11/20/14	N/A	N/A	06/27/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.375%	0.424%	0.424%	4,996,091.65	4,996,379.36	4,997,500.00	920.64	
01/31/14	Continuous	03/27/14	06/27/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.500%	0.552%	0.552%	4,993,750.00	4,996,355.35	4,999,218.75	2,863.40	
05/08/14	N/A	N/A	07/05/16	Aaa/AA+/AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.375%	0.484%		4,988,300.00	4,992,288.97	5,000,950.00	8,661.03	
04/29/14	Continuous after	07/29/14	07/29/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.550%	0.550%	0.550%	5,000,000.00	5,000,000.00	4,997,950.00	(2,050.00)	
02/11/14	Continuous after	08/11/14	08/11/16	Aaa/AA+/AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.570%	0.590%	0.590%	4,997,500.00	4,998,473.14	4,998,400.00	(73.14)	
12/31/13	Quarterly	06/14/13	09/14/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.650%	0.759%	0.759%	4,985,500.00	4,991,326.42	5,000,100.00	8,773.58	
03/14/13	Continuous	12/26/12	09/26/16	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.680%	0.683%	0.690%	4,999,500.00	4,999,766.64	5,000,100.00	333.36	
11/28/14	Quarterly	05/15/15	11/15/16	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.600%	0.600%	0.600%	5,000,000.00	5,000,000.00	5,003,700.00	3,700.00	
12/09/13	Quarterly	12/09/14	12/09/16	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.700%	0.727%	0.780%	4,996,000.00	4,997,529.20	5,002,150.00	4,620.80	
12/19/13	Quarterly	06/19/14	12/19/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.750%	0.750%	0.750%	5,000,000.00	5,000,000.00	5,004,050.00	4,050.00	
12/20/13	Quarterly	06/19/14	12/19/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.750%	0.755%	0.755%	4,999,250.00	4,999,529.45	5,004,050.00	4,520.55	
12/27/13	Continuous after	06/24/14	12/27/16	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.750%	0.760%	0.760%	4,998,500.00	4,999,048.81	5,000,200.00	1,151.19	
12/27/13	S Quarterly	06/27/14	12/27/16	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	2,500,000	0.750%	0.550%	0.550%	2,498,750.00	2,499,207.34	2,499,900.00	692.66	
03/13/14	Quarterly	06/13/14	03/13/17	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.875%	0.946%	1.719%	4,989,500.00	4,992,613.59	5,003,800.00	11,186.41	
04/25/14	Continuous after	04/24/15	04/24/17	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.900%	0.976%	1.142%	4,988,750.00	4,991,585.62	5,008,950.00	17,364.38	
10/28/14	Quarterly	01/28/15	04/28/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	10,000,000	0.820%	0.820%	0.820%	10,000,000.00	10,000,000.00	10,000,800.00	800.00	
06/30/14	Quarterly	09/30/14	06/30/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.150%	1.113%	0.709%	5,005,500.00	5,004,416.06	5,006,050.00	1,633.94	
08/28/14	Quarterly	11/25/14	08/25/17	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.125%	1.139%	1.139%	4,998,000.00	4,998,287.28	5,002,950.00	4,662.72	
10/24/14	Continuous after	09/18/13	09/18/17	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.980%	1.033%	1.033%	4,992,500.00	4,993,207.55	5,000,200.00	6,992.45	
10/30/14	Quarterly	01/30/15	10/30/17	NA/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.100%	1.100%	1.100%	5,000,000.00	5,000,000.00	5,010,550.00	10,550.00	
11/29/14	N/A	N/A	04/30/36	NR	Direct Muni	ETWD	3,282,270	4.570%	4.570%	4.570%	3,282,269.62	3,282,269.62	3,282,269.62		
SUB-TOTAL											\$268,283,044.67	\$268,263,469.19	\$268,376,526.47	\$113,057.28	
RESTRICTED CASH (Swap Collateral Deposits)															
01/02/15					Collateral Deposit	Citi-Group	\$7,840,802		0.060%		\$7,840,802.39	\$7,840,802.39	7,840,802.39		
01/20/15					Collateral Deposit	Merrill Lynch	\$3,920,000		0.060%		\$3,920,000.00	\$3,920,000.00	3,920,000.00		
SUB-TOTAL											\$11,760,802.39	\$11,760,802.39	\$11,760,802.39		
TOTAL INVESTMENTS											\$280,035,972	\$280,043,847.06	\$280,024,271.58	\$280,137,328.86	
Petty Cash															
January												3,400.00			
Bank of America												7,240,095.94			
												\$287,287,343.00			

⁽¹⁾ LAIF market value is as of the most recent quarter-end as reported by LAIF.
Security market values are determined using Bank of New York ("Trading Prices"), Bloomberg and/or broker dealer pricing.

⁽²⁾ Gain (loss) calculated against carry value using the trading value provided by Bank of New York/or Brokers

⁽³⁾ Real estate rate of return is based on most recent quarter end return

⁽⁴⁾ Calculation excludes Direct Muni - ETWD

Outstanding Variable Rate Debt	\$330,300,000
Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps)	\$200,300,000
Investment Balance:	\$287,287,343
Investment to Variable Rate Debt Ratio:	143%
Portfolio - Average Number of Days To Maturity ⁽⁴⁾	377

This Investment Summary Report is in conformity with the 2015 Investment Policy and provides sufficient liquidity to meet the next six months estimated expenditures.

*S - Step up

	Investment Portfolio	Real Estate ⁽³⁾ Portfolio	Weighted Avg. Return
January	0.50%	12.00%	2.79%
December	0.50%	12.00%	2.80%
Change			

IRVINE RANCH WATER DISTRICT
SUMMARY OF MATURITIES

01/31/15

DATE	TOTAL	%	LAIF	Agency Notes	Agency Discount Notes	Collateral Deposit	Direct Muni
01/15	\$53,512,962	19.10%	\$41,752,159			\$11,760,802	
02/15	5,000,000	1.79%			5,000,000		
03/15	5,000,000	1.79%			5,000,000		
04/15	5,000,000	1.79%			5,000,000		
05/15	15,000,000	5.36%			15,000,000		
06/15	10,000,000	3.57%			10,000,000		
07/15	15,000,000	5.36%		15,000,000			
08/15	10,000,000	3.57%		10,000,000			
09/15	5,000,000	1.79%		5,000,000			
10/15	5,000,000	1.79%		5,000,000			
11/15	5,000,000	1.79%		5,000,000			
12/15	15,000,000	5.36%		15,000,000			
SUB-TOTAL	\$148,512,962	53.06%	\$41,752,159	\$55,000,000	\$40,000,000	\$11,760,802	
13 Months - 3 YEARS							
01/01/15 - 03/31/2016	10,740,741	3.80%		10,740,741			
04/01/16 - 06/30/2016	25,000,000	8.93%		25,000,000			
07/01/16 - 9/30/2016	25,000,000	8.93%		25,000,000			
10/01/16 - 12/31/2016	27,500,000	9.82%		27,500,000			
1/1/2017 - 3/31/2017	5,000,000	1.79%		5,000,000			
04/01/17-06/30/17	20,000,000	7.14%		20,000,000			
07/01/17 - 9/30/2017	10,000,000	3.57%		10,000,000			
10/30/17 - 12/31/2017	5,000,000	1.79%		5,000,000			
04/30/2036	3,282,270	1.17%					3,282,270
TOTALS	\$280,035,972	100.00%	\$41,752,159	\$183,240,741	\$40,000,000	\$11,760,802	\$3,282,270

% OF PORTFOLIO

14.92%

65.43%

4.20%

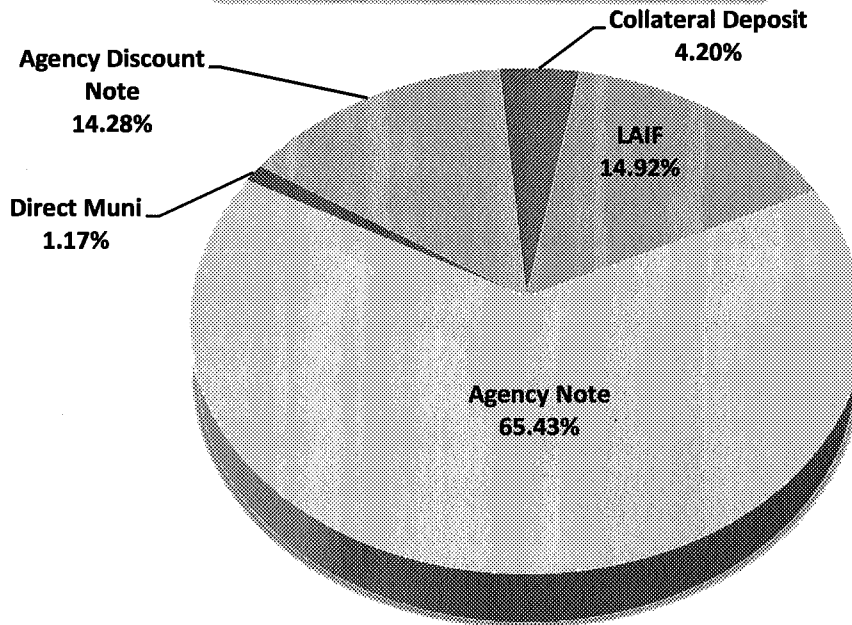
1.17%

14.28%

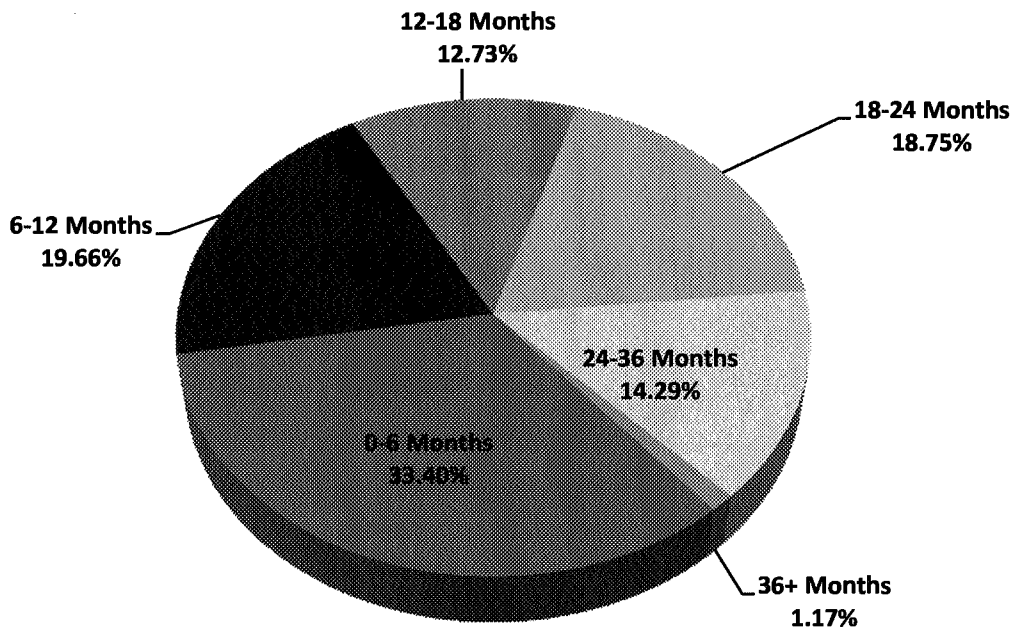
January 2015 INVESTMENT PORTFOLIO

January 31, 2015

Portfolio by Investment Type



Portfolio by Maturities



Irvine Ranch Water District
 Summary of Real Estate
 12/31/2014

	ACQUISITION DATE	PROPERTY TYPE	OWNERSHIP INTEREST	ORIGINAL COST	RATE OF RETURN QUARTER ENDED Dec-14
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$ 43,550,810	15.90%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	8.44%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$ 5,739,845	5.44%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$ 8,630,577	2.55%
Sand Canyon Professional Center	Jul-12	Medical Office	Fee Simple	\$ 8,648,594	8.60%
				<u>\$ 72,569,826</u>	<u>12.00%</u>

**IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT
 INVESTMENT ACTIVITY
 January 2015**

MATURITIES/SALES/CALLS

PURCHASES

DATE	SECURITY TYPE	PAR	YIELD	Settlement Date	Maturity Date	SECURITY TYPE	PAR	YIELD TO MATURITY
1/30/2015	FHLMC - Discount Note	\$10,000,000	0.09%					

**IRVINE RANCH WATER DISTRICT
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL
January 31, 2015**

Exhibit "B"

Current Fiscal Year Active Swaps								Cash Flow				Mark to Market	
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Fixed Payer Swaps - By Effective Date													
6/4/2006	6/4/2019	4.3	ML	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (110,761)	\$ (97,056)	\$ (704,587)	\$ (8,153,137)	\$ 15,691,211	\$ (4,308,789)
6/4/2006	6/4/2019	4.3	CG	20,000,000	FXP	LIBOR	6.200%	(110,761)	(97,056)	(704,587)	(8,153,137)	15,682,174	(4,317,826)
6/17/2006	6/17/2019	4.4	CG	30,000,000	FXP	LIBOR	6.140%	(164,517)	(144,263)	(1,046,608)	(12,086,779)	23,555,482	(6,444,518)
3/10/2007	3/10/2029	14.1	ML	30,000,000	FXP	LIBOR	5.687%	(152,003)	(133,314)	(967,347)	(10,821,295)	15,674,959	(14,325,041)
3/10/2007	3/10/2029	14.1	CG	30,000,000	FXP	LIBOR	5.687%	(152,003)	(133,314)	(967,347)	(10,821,295)	15,608,170	(14,391,830)
Totals/Weighted Avgs		8.9		\$ 130,000,000			5.949%	\$ (690,045)	\$ (605,003)	\$ (4,390,476)	\$ (50,035,644)	\$ 86,211,996	\$ (43,788,004)
Total Current Year Active Swaps				\$ 130,000,000				\$ (690,045)	\$ (605,003)	\$ (4,390,476)	\$ (50,035,644)	\$ 86,211,996	\$ (43,788,004)

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

Current Fiscal Year - Total Swaps								Cash Flow				Mark to Market	
								Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Active & Terminated Swaps				\$ 130,000,000				\$ (690,045)	\$ (605,003)	\$ (4,390,476)	\$ (50,035,644)	\$ 86,211,996	\$ (43,788,004)

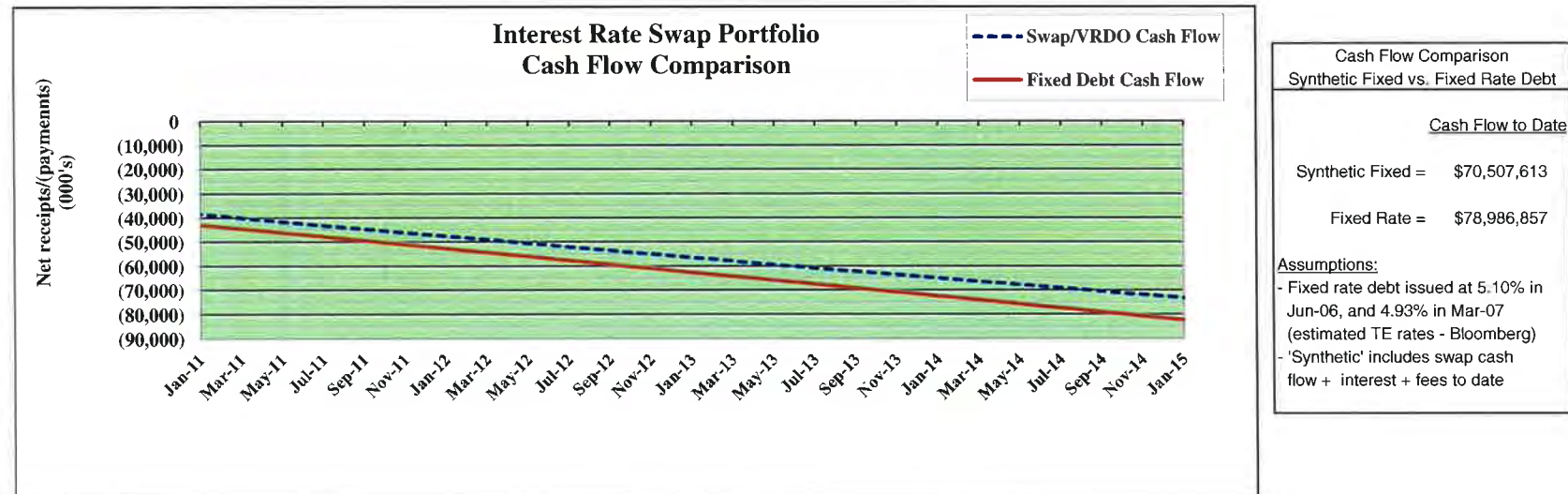


Exhibit "C"

MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS

January
2015

DATE	AMOUNT	VENDOR	PURPOSE
1/9/2014	729,458.71	BANK OF AMERICA	ACH Payments for Payroll
1/23/2015	729,716.76	BANK OF AMERICA	ACH Payments for Payroll
	<u>\$1,459,175.47</u>		

Exhibit "D"

IRWD Ledger

Void Payment Register

Report Date: 02-FEB-2015 10:43

Include Zero Amount Payments: Yes
 Display Payee Address: No

Period From: 01-JAN-15

Page: 1

To: 31-JAN-15
 Date: Void Date

Bank: Bank of America N.A.

Branch: Los Angeles

Account: Checking AP and FR

Bank Account Currency: USD

Payment Currency: USD (US Dollar)

Payment Number	Date	Payee Name	Site	Address	Payment Amount	Void Date
Payment Document: IRWD CHECK						
354640	18-DEC-14	LI, MENGQI	PAY		39.68	12-JAN-15
354659	18-DEC-14	NORTHWIND HOA	2301 DUPON #100		248.00	12-JAN-15
355036	08-JAN-15	WARDELL, EMILY	PAY		315.93	28-JAN-15

Payment Document Subtotal 603.61

Bank Account Subtotal 603.61

Report Count: 3

Report Total 603.61

Total Voids

*** End of Report ***

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 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								
354855		08-JAN-15	Yue, Andrew R (Andrew)		124.20	12-JAN-15	124.20	Reconciled
354856		08-JAN-15	Mossbarger, Anthony J (Tony)		35.29	08-JAN-15	35.29	Reconciled
354857		08-JAN-15	Wilson, Brett		135.00	12-JAN-15	135.00	Reconciled
354858		08-JAN-15	Spangenberg, Carl W (Carl)		115.00	12-JAN-15	115.00	Reconciled
354859		08-JAN-15	Hansen, Casey		400.00	20-JAN-15	400.00	Reconciled
354860		08-JAN-15	Silva, Constantino (Tino)		170.00	14-JAN-15	170.00	Reconciled
354861		08-JAN-15	Sosa, Ives (Ives)		80.00	12-JAN-15	80.00	Reconciled
354862		08-JAN-15	Tobar, Javier M (Javier)		5.60	08-JAN-15	5.60	Reconciled
354863		08-JAN-15	Guzman, Juan (Juan)		221.00	12-JAN-15	221.00	Reconciled
354864		08-JAN-15	Burton, Kevin L (Kevin)		25.00	08-JAN-15	25.00	Reconciled
354865		08-JAN-15	Oldewage, Lars D (Lars)		464.16	09-JAN-15	464.16	Reconciled
354866		08-JAN-15	Lewis, Lyndy R		41.44	13-JAN-15	41.44	Reconciled
354867		08-JAN-15	Pulles, Margaret M (Margaret)		101.95	08-JAN-15	101.95	Reconciled
354868		08-JAN-15	Marshall, Matt I (Matt)		225.00	12-JAN-15	225.00	Reconciled
354869		08-JAN-15	Sheilds, Patrick		402.00	26-JAN-15	402.00	Reconciled
354870		08-JAN-15	Nguyen, Quynh		93.26	09-JAN-15	93.26	Reconciled
354871		08-JAN-15	Sitzler, Roberta K (Roberta)		42.60	08-JAN-15	42.60	Reconciled
354872		08-JAN-15	Nomura, Scott C (Scott)		200.00	12-JAN-15	200.00	Reconciled
354873		08-JAN-15	Hall, William P (William)		130.00	26-JAN-15	130.00	Reconciled
354874		08-JAN-15	CONEYBEARE INC	SANTA ANA	7,575.92	12-JAN-15	7,575.92	Reconciled
354875		08-JAN-15	A & Y ASPHALT CONTRACTORS INC		48,777.00	14-JAN-15	48,777.00	Reconciled
354876		08-JAN-15	A&A WIPING CLOTH CO		682.56	12-JAN-15	682.56	Reconciled
354877		08-JAN-15	AIRGAS-WEST, INC.		1,575.80	12-JAN-15	1,575.80	Reconciled
354878		08-JAN-15	AKM CONSULTING ENGINEERS, INC.		6,000.00	12-JAN-15	6,000.00	Reconciled
354879		08-JAN-15	ALEXANDER'S CONTRACT SERVICES, INC.		107,301.50	14-JAN-15	107,301.50	Reconciled
354880		08-JAN-15	ALSTON & BIRD LLP		2,457.62	12-JAN-15	2,457.62	Reconciled
354881		08-JAN-15	APD CONSULTANTS INC		1,500.00	14-JAN-15	1,500.00	Reconciled

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 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								
354882		08-JAN-15	APPLIED TECHNOLOGY GROUP INC		2,977.07	13-JAN-15	2,977.07	Reconciled
354883		08-JAN-15	ARC		409.57	12-JAN-15	409.57	Reconciled
354884		08-JAN-15	AT&T		47.76	14-JAN-15	47.76	Reconciled
354885		08-JAN-15	AT&T		232.36	16-JAN-15	232.36	Reconciled
354886		08-JAN-15	AT&T		80.50	14-JAN-15	80.50	Reconciled
354887		08-JAN-15	AUTOZONE PARTS, INC.		85.81	14-JAN-15	85.81	Reconciled
354888		08-JAN-15	BATTERIES PLUS AND BATTERIES PLUS BULBS		345.22	16-JAN-15	345.22	Reconciled
354889		08-JAN-15	BAUR, AUDREY		30.04			Negotiable
354890		08-JAN-15	BILL'S SWEEPING SERVICE INC		1,035.00	13-JAN-15	1,035.00	Reconciled
354891		08-JAN-15	BIO VIR LABORATORIES		6,418.38	21-JAN-15	6,418.38	Reconciled
354892		08-JAN-15	BLACK & VEATCH CORPORATION		253,434.52	15-JAN-15	253,434.52	Reconciled
354893		08-JAN-15	BLAIRS TOWING INC		60.00	14-JAN-15	60.00	Reconciled
354894		08-JAN-15	BORCHARD SURVEYING & MAPPING, INC.		5,775.50			Negotiable
354895		08-JAN-15	BOWIE, ARNESON, WILES & GIANNONE		25,873.33	27-JAN-15	25,873.33	Reconciled
354896		08-JAN-15	BOYD & ASSOCIATES		155.00	12-JAN-15	155.00	Reconciled
354897		08-JAN-15	BRITHINEE ELECTRIC		7,810.42	12-JAN-15	7,810.42	Reconciled
354898		08-JAN-15	BRUCE NEWELL		2,632.00	12-JAN-15	2,632.00	Reconciled
354899		08-JAN-15	BTF PRECISE		525.20	21-JAN-15	525.20	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
354900	08-JAN-15		MICROBIOLOGY INC. C WELLS PIPELINE MATERIALS INC		40,785.12	21-JAN-15	40,785.12	Reconciled
354901	08-JAN-15		CALIFORNIA BARRICADE INC		4,636.25	12-JAN-15	4,636.25	Reconciled
354902	08-JAN-15		CALIFORNIA MUNICIPAL STATISTICS INC		3,150.00	15-JAN-15	3,150.00	Reconciled
354903	08-JAN-15		CANON FINANCIAL SERVICES, INC		304.56	13-JAN-15	304.56	Reconciled
354904	08-JAN-15		CANON SOLUTIONS AMERICA, INC.		407.01	12-JAN-15	407.01	Reconciled
354905	08-JAN-15		CASTADY, SEAN		67.66	12-JAN-15	67.66	Reconciled
354906	08-JAN-15		CDW GOVERNMENT LLC		453.41	14-JAN-15	453.41	Reconciled
354907	08-JAN-15		CITY OF SANTA ANA		18,596.63			Negotiable
354908	08-JAN-15		CLEARINGHOUSE		477.67	13-JAN-15	477.67	Reconciled
354909	08-JAN-15		COASTAL IGNITION & CONTROLS, INC		1,408.48	13-JAN-15	1,408.48	Reconciled
354910	08-JAN-15		CONEYBEARE INC		16,424.65	15-JAN-15	16,424.65	Reconciled

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 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								
354911	08-JAN-15		COX COMMUNICATIONS		243.28	13-JAN-15	243.28	Reconciled
354912	08-JAN-15		CREATIVE ALLIANCE GROUP LLC		500.00	14-JAN-15	500.00	Reconciled
354913	08-JAN-15		DAN'S MACHINE TOOL, INC		2,971.00	12-JAN-15	2,971.00	Reconciled
354914	08-JAN-15		DATA CLEAN CORPORATION		513.25	14-JAN-15	513.25	Reconciled
354915	08-JAN-15		DATAZEO, INC.		71.52	16-JAN-15	71.52	Reconciled
354916	08-JAN-15		DCSE INC		7,504.00	12-JAN-15	7,504.00	Reconciled
354917	08-JAN-15		DISCOUNT COURIER SERVICE		455.22	12-JAN-15	455.22	Reconciled
354918	08-JAN-15		DOUGLAS ENVIRONMENTAL GROUP INC		2,150.00	12-JAN-15	2,150.00	Reconciled
354919	08-JAN-15		DRAEGER SAFETY INC		610.20	14-JAN-15	610.20	Reconciled
354920	08-JAN-15		DUDEK		1,548.00	12-JAN-15	1,548.00	Reconciled
354921	08-JAN-15		EAGLE PRINT DYNAMICS		4,882.39	12-JAN-15	4,882.39	Reconciled
354922	08-JAN-15		EAST ORANGE COUNTY WATER DISTRICT		3,114.05	14-JAN-15	3,114.05	Reconciled
354923	08-JAN-15		EI&C ENGINEERING INC		45,500.00	15-JAN-15	45,500.00	Reconciled
354924	08-JAN-15		ELECTRICAL SYSTEMS ENGINEERING CO		2,500.00	13-JAN-15	2,500.00	Reconciled
354925	08-JAN-15		EMA INC		7,000.00	12-JAN-15	7,000.00	Reconciled
354926	08-JAN-15		EMPLOYEE BENEFIT SPECIALIST, INC		1,000.00	13-JAN-15	1,000.00	Reconciled
354927	08-JAN-15		ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.		19,997.16	14-JAN-15	19,997.16	Reconciled
354928	08-JAN-15		EXECUTIVE LIGHTING & ELECTRIC		3,393.23	12-JAN-15	3,393.23	Reconciled
354929	08-JAN-15		FARWEST CORROSION CONTROL CO		9,995.00	12-JAN-15	9,995.00	Reconciled
354930	08-JAN-15		FEDEX		731.33	14-JAN-15	731.33	Reconciled
354931	08-JAN-15		FIRST CHOICE SERVICES		1,501.48	14-JAN-15	1,501.48	Reconciled
354932	08-JAN-15		FISHER SCIENTIFIC COMPANY LLC		3,730.51	13-JAN-15	3,730.51	Reconciled
354933	08-JAN-15		FLW, INC.		7,049.55	13-JAN-15	7,049.55	Reconciled
354934	08-JAN-15		FRANCHISE TAX BOARD		45.00	16-JAN-15	45.00	Reconciled
354935	08-JAN-15		FRANK LA PLACA EXTERMINATING INC		175.00	13-JAN-15	175.00	Reconciled
354936	08-JAN-15		GRAINGER		1,105.26	13-JAN-15	1,105.26	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								
354937	08-JAN-15		GRAYBAR ELECTRIC COMPANY		14,609.13	15-JAN-15	14,609.13	Reconciled
354938	08-JAN-15		H2O INNOVATION USA INC		2,639.52	13-JAN-15	2,639.52	Reconciled
354939	08-JAN-15		HAKER EQUIPMENT COMPANY		133.29	13-JAN-15	133.29	Reconciled
354940	08-JAN-15		HACH COMPANY		269.30	13-JAN-15	269.30	Reconciled
354941	08-JAN-15		HARDY & HARPER INC		17,605.00	14-JAN-15	17,605.00	Reconciled
354942	08-JAN-15		HILL BROTHERS,		11,690.45	14-JAN-15	11,690.45	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
354943		08-JAN-15	CHEMICAL COMPANY		279.40	15-JAN-15	279.40	Reconciled
354944		08-JAN-15	HOME DEPOT USA INC		3,378.89	15-JAN-15	3,378.89	Reconciled
354945		08-JAN-15	HOPKINS TECHNICAL PRODUCTS INC		1,536.00	13-JAN-15	1,536.00	Reconciled
354946		08-JAN-15	HSG INC		4,075.00	12-JAN-15	4,075.00	Reconciled
354947		08-JAN-15	IBM CORPORATION		5,027.04	12-JAN-15	5,027.04	Reconciled
354948		08-JAN-15	IDEXX		85.83	13-JAN-15	85.83	Reconciled
354949		08-JAN-15	DISTRIBUTION, INC		1,834.46	13-JAN-15	1,834.46	Reconciled
354950		08-JAN-15	INDUSTRIAL METAL SUPPLY CO		790.00	09-JAN-15	790.00	Reconciled
354951		08-JAN-15	IRVINE PIPE & SUPPLY INC		1,101.60	09-JAN-15	1,101.60	Reconciled
354952		08-JAN-15	IRWD EMPLOYEE ASSOCIATION		62.41	15-JAN-15	62.41	Reconciled
354953		08-JAN-15	IRWD-PETTY CASH CUSTODIAN		405.00	13-JAN-15	405.00	Reconciled
354954		08-JAN-15	JACK RUBIN & SONS, INC		1,147.30	13-JAN-15	1,147.30	Reconciled
354955		08-JAN-15	JOHN G. ALEVIZOS D.O. INC.		1,109.90	20-JAN-15	1,109.90	Reconciled
354956		08-JAN-15	KIMBALL MIDWEST LAKE CONSTRUCTION / EZ DOCK		4,877.00	12-JAN-15	4,877.00	Reconciled
354957		08-JAN-15	LEE & RO, INC.		45,023.93	14-JAN-15	45,023.93	Reconciled
354958		08-JAN-15	LEWIS INVESTMENT COMPANY, LLC		8,480.90	12-JAN-15	8,480.90	Reconciled
354959		08-JAN-15	LIGHT COMMUNICATIONS INC		958.32	21-JAN-15	958.32	Reconciled
354960		08-JAN-15	LILLESTRAND LEADERSHIP CONSULTING, INC.		4,801.30	13-JAN-15	4,801.30	Reconciled
354961		08-JAN-15	LUBRICATION ENGINEERS, INC.		22,717.95	15-JAN-15	22,717.95	Reconciled
354962		08-JAN-15	MAIN ELECTRIC SUPPLY COMPANY LLC		789.64	13-JAN-15	789.64	Reconciled
		08-JAN-15	MC MASTER CARR SUPPLY CO					

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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								
354963		08-JAN-15	MOBILE MODULAR MANAGEMENT CORPORATION		972.00	13-JAN-15	972.00	Reconciled
354964		08-JAN-15	MOINIAN, SHAPOUR		41.20	15-JAN-15	41.20	Reconciled
354965		08-JAN-15	MR CRANE INC		2,398.25	12-JAN-15	2,398.25	Reconciled
354966		08-JAN-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		6,462.00	12-JAN-15	6,462.00	Reconciled
354967		08-JAN-15	NATURES IMAGE INC		7,856.94	12-JAN-15	7,856.94	Reconciled
354968		08-JAN-15	NAVARRO-KILE, SITLALI		12.12	16-JAN-15	12.12	Reconciled
354969		08-JAN-15	NCL OF WISCONSIN INC		202.57	13-JAN-15	202.57	Reconciled
354970		08-JAN-15	NINYO & MOORE		30,269.88	14-JAN-15	30,269.88	Reconciled
354971		08-JAN-15	NMG GEOTECHNICAL INC		22,945.70	23-JAN-15	22,945.70	Reconciled
354972		08-JAN-15	O G SUPPLY		751.28	12-JAN-15	751.28	Reconciled
354973		08-JAN-15	OLIN CORPORATION		31,132.62	15-JAN-15	31,132.62	Reconciled
354974		08-JAN-15	ONESOURCE		1,317.08	12-JAN-15	1,317.08	Reconciled
354975		08-JAN-15	DISTRIBUTORS LLC		623.24	12-JAN-15	623.24	Reconciled
354976		08-JAN-15	ORANGE COUNTY AUTO PARTS CO		56.15	12-JAN-15	56.15	Reconciled
354977		08-JAN-15	ORANGE COUNTY AUTO PARTS CO		2,686.78	16-JAN-15	2,686.78	Reconciled
354978		08-JAN-15	ORANGE COUNTY VECTOR CONTROL DISTRICT		879.66	12-JAN-15	879.66	Reconciled
354979		08-JAN-15	PACIFIC COAST BOLT CORP		509.76	16-JAN-15	509.76	Reconciled
354980		08-JAN-15	PAPER DEPOT DOCUMENT DESTRUCTION LLC		11,825.00	14-JAN-15	11,825.00	Reconciled
354981		08-JAN-15	PAULUS ENGINEERING INC		1,841.00	12-JAN-15	1,841.00	Reconciled
354982		08-JAN-15	PAYNE & FEARS LLP		1,930.73	14-JAN-15	1,930.73	Reconciled
354983		08-JAN-15	PENTAIR VALVES & CONTROLS US LP		720.46	14-JAN-15	720.46	Reconciled
354984		08-JAN-15	PERS LONG TERM CARE		329.13	12-JAN-15	329.13	Reconciled
354985		08-JAN-15	POLLARDWATER.COM		4,977.04	16-JAN-15	4,977.04	Reconciled
354986		08-JAN-15	PONTON INDUSTRIES INC		2,917.84	12-JAN-15	2,917.84	Reconciled
354987		08-JAN-15	PRAXAIR DISTRIBUTION INC		4,589.27	12-JAN-15	4,589.27	Reconciled
		08-JAN-15	PRUDENTIAL OVERALL SUPPLY					

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BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 6
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
354988		08-JAN-15	PTI SAND & GRAVEL INC		4,476.92	14-JAN-15	4,476.92	Reconciled
354989		08-JAN-15	R & R INDUSTRIAL SERVICES, INC.		646.80	20-JAN-15	646.80	Reconciled
354990		08-JAN-15	RAINBOW DISPOSAL CO INC		330.66	15-JAN-15	330.66	Reconciled
354991		08-JAN-15	RAM AIR ENGINEERING INC		5,618.38	12-JAN-15	5,618.38	Reconciled
354992		08-JAN-15	RBFC CONSULTING		21,490.33	15-JAN-15	21,490.33	Reconciled
354993		08-JAN-15	REED, JAMES D		1,927.52	14-JAN-15	1,927.52	Reconciled
354994		08-JAN-15	RICHARD C SLADE & ASSOCIATES LLC		12,504.50	20-JAN-15	12,504.50	Reconciled
354995		08-JAN-15	RINCON TRUCK CENTER INC.		167.25	12-JAN-15	167.25	Reconciled
354996		08-JAN-15	RITE AID PHARMACY		100.00	15-JAN-15	100.00	Reconciled
354997		08-JAN-15	SANTA MARGARITA FORD		829.63	13-JAN-15	829.63	Reconciled
354998		08-JAN-15	SCHINDLER ELEVATOR CORPORATION		174.45	13-JAN-15	174.45	Reconciled
354999		08-JAN-15	SECURTEC DISTRICT PATROL, INC.		10,600.00	16-JAN-15	10,600.00	Reconciled
355000		08-JAN-15	SEVERN TRENT WATER PURIFICATION, INC		3,814.55	13-JAN-15	3,814.55	Reconciled
355001		08-JAN-15	SHAMROCK SUPPLY CO INC		752.39	12-JAN-15	752.39	Reconciled
355002		08-JAN-15	SHIN, MIN SOO		147.26	14-JAN-15	147.26	Reconciled
355003		08-JAN-15	SIGMA-ALDRICH INC		142.87	12-JAN-15	142.87	Reconciled
355004		08-JAN-15	SOLTANI, AZIZ		43.02	12-JAN-15	43.02	Reconciled
355005		08-JAN-15	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		2,211.29	13-JAN-15	2,211.29	Reconciled
355006		08-JAN-15	SOUTH COAST ANSWERING SERVICE		852.63	13-JAN-15	852.63	Reconciled
355007		08-JAN-15	SOUTHERN CALIFORNIA EDISON COMPANY		384,249.44	12-JAN-15	384,249.44	Reconciled
355008		08-JAN-15	SOUTHERN CALIFORNIA EDISON COMPANY		2,675.44	14-JAN-15	2,675.44	Reconciled
355009		08-JAN-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		1,051.68	14-JAN-15	1,051.68	Reconciled
355010		08-JAN-15	SOUTHERN COUNTIES LUBRICANTS LLC		1,542.19	14-JAN-15	1,542.19	Reconciled

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 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								
355011		08-JAN-15	STANDARD REGISTER COMPANY		2,472.15	14-JAN-15	2,472.15	Reconciled
355012		08-JAN-15	SUPPORT PRODUCTS SERVICES		1,495.92	15-JAN-15	1,495.92	Reconciled
355013		08-JAN-15	SWAINS ELECTRIC MOTOR SERVICE		4,293.38			Negotiable
355014		08-JAN-15	T AND S LARSEN MAINTENANCE		400.00	12-JAN-15	400.00	Reconciled
355015		08-JAN-15	THERMO FISHER SCIENTIFIC LLC		45.15	13-JAN-15	45.15	Reconciled
355016		08-JAN-15	THYSENKRUPP ELEVATOR CORPORATION		347.30	15-JAN-15	347.30	Reconciled
355017		08-JAN-15	TRABUCO CANYON WATER DISTRICT		65,832.24	14-JAN-15	65,832.24	Reconciled
355018		08-JAN-15	TRICOR DIRECT INC		260.87	15-JAN-15	260.87	Reconciled
355019		08-JAN-15	TROPICAL PLAZA NURSERY INC		6,062.78	12-JAN-15	6,062.78	Reconciled
355020		08-JAN-15	TRUCPARCO		2,453.81	15-JAN-15	2,453.81	Reconciled
355021		08-JAN-15	TRUGREEN LANDCARE LLC		2,383.19	12-JAN-15	2,383.19	Reconciled
355022		08-JAN-15	TUTTLE-CLICK FORD LINCOLN		79,347.00	15-JAN-15	79,347.00	Reconciled
355023		08-JAN-15	TYCO INTEGRATED SECURITY, LLC		3,467.10	14-JAN-15	3,467.10	Reconciled
355024		08-JAN-15	ULTRA SCIENTIFIC		964.63	13-JAN-15	964.63	Reconciled
355025		08-JAN-15	UNITED PARCEL SERVICE INC		62.71	13-JAN-15	62.71	Reconciled
355026		08-JAN-15	UNITED STATES POST		23,333.33	16-JAN-15	23,333.33	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
355027		08-JAN-15	OFFICE					
355028		08-JAN-15	URS CORPORATION		21,797.76	16-JAN-15	21,797.76	Reconciled
		08-JAN-15	USDA FOREST SERVICE		60.31	14-JAN-15	60.31	Reconciled
355029		08-JAN-15	VCS ENVIRONMENTAL		13,911.27	14-JAN-15	13,911.27	Reconciled
355030		08-JAN-15	VERIZON CALIFORNIA INC		817.68	20-JAN-15	817.68	Reconciled
355031		08-JAN-15	VERIZON WIRELESS SERVICES LLC		7,778.07	14-JAN-15	7,778.07	Reconciled
355032		08-JAN-15	VRIDE INC		20,171.71	20-JAN-15	20,171.71	Reconciled
355033		08-JAN-15	VWR INTERNATIONAL, LLC		4,172.80	13-JAN-15	4,172.80	Reconciled
355034		08-JAN-15	WACO FILTERS CORPORATION		7,097.90	14-JAN-15	7,097.90	Reconciled
355035		08-JAN-15	WALTERS WHOLESALE ELECTRIC		10,562.83	14-JAN-15	10,562.83	Reconciled
355036		08-JAN-15	WARDELL, EMILY		315.93			Voided

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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								
355037		08-JAN-15	WASTE MANAGEMENT OF ORANGE COUNTY		3,891.27	13-JAN-15	3,891.27	Reconciled
355038		08-JAN-15	WAXIE'S ENTERPRISES, INC		255.23	13-JAN-15	255.23	Reconciled
355039		08-JAN-15	WESTERN AV		46,987.40	15-JAN-15	46,987.40	Reconciled
355040		08-JAN-15	WESTERN EXTERMINATOR COMPANY		624.00			Negotiable
355041		08-JAN-15	WIRELESS WATCHDOGS, LLC		968.00	15-JAN-15	968.00	Reconciled
355042		08-JAN-15	ZIV, HADAR		160.03	16-JAN-15	160.03	Reconciled
355043		12-JAN-15	DEL MAR CENTER	PAY	1,985.12	14-JAN-15	1,985.12	Reconciled
355044		12-JAN-15	MILLER, KATHY	PAY	584.79	20-JAN-15	584.79	Reconciled
355045		12-JAN-15	SHIN, HAN	PAY	72.70	20-JAN-15	72.70	Reconciled
355046		12-JAN-15	CLARK, MATTHEW	PAY	229.56	23-JAN-15	229.56	Reconciled
355047		12-JAN-15	TIC-IPG-COMMON	PAY	111.95	15-JAN-15	111.95	Reconciled
355048		12-JAN-15	NEWPORT BAY CONSERVANCY		35.00			Negotiable
355049		13-JAN-15	JCI JONES CHEMICALS INC	CINCINNATI	490.00	20-JAN-15	490.00	Reconciled
355050		15-JAN-15	VU, LUKE	PAY	43,037.00			Negotiable
355051		15-JAN-15	JOHN MICHAEL COVASPO BOX 421		104.90	28-JAN-15	104.90	Reconciled
355052		15-JAN-15	Hjorth, Charles O (Charles)		240.00			Negotiable
355053		15-JAN-15	Compton, Christine A		232.75			Negotiable
355054		15-JAN-15	McBride, Damien J		150.00	16-JAN-15	150.00	Reconciled
355055		15-JAN-15	Crowe, David M (David)		140.00	16-JAN-15	140.00	Reconciled
355056		15-JAN-15	Reinhart, Douglas J		911.55			Negotiable
355057		15-JAN-15	La, Jason (Jason)		244.00	26-JAN-15	244.00	Reconciled
355058		15-JAN-15	Rajewski, Rex (Rex)		220.00	20-JAN-15	220.00	Reconciled
355059		15-JAN-15	LaMar, Steven E		805.80	22-JAN-15	805.80	Reconciled
355060		15-JAN-15	Malloy, Steven L (Steven)		552.00	20-JAN-15	552.00	Reconciled
355061		15-JAN-15	AT&T	CAROL STREAM 1	1,623.27	22-JAN-15	1,623.27	Reconciled
355062		15-JAN-15	AT&T	CAROL STREAM 1	194.14	22-JAN-15	194.14	Reconciled
355063		15-JAN-15	AT&T	CAROL STREAM 1	85.87	22-JAN-15	85.87	Reconciled
355064		15-JAN-15	AT&T	CAROL STREAM 2	2,014.33	22-JAN-15	2,014.33	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								
355065		15-JAN-15	AT&T	CAROL STREAM 3	48.15	21-JAN-15	48.15	Reconciled
355066		15-JAN-15	A & Y ASPHALT CONTRACTORS INC		17,773.00	23-JAN-15	17,773.00	Reconciled
355067		15-JAN-15	ABE, HIDEYADA		83.01			Negotiable
355068		15-JAN-15	ABOLHASSANI, MARIAM		43.80			Negotiable
355069		15-JAN-15	ADS LLC		1,991.00	20-JAN-15	1,991.00	Reconciled
355070		15-JAN-15	AIBESTER, ROI		37.74			Negotiable
355071		15-JAN-15	ALL AMERICAN SEWER TOOLS		663.50	20-JAN-15	663.50	Reconciled

355072	15-JAN-15	ALPHA TRAFFIC SERVICES, INC.	1,040.00	20-JAN-15	1,040.00	Reconciled
355073	15-JAN-15	ALZHEIMERS ASSOCIATION OF OC HOMES	2,000.09	20-JAN-15	2,000.09	Reconciled
355074	15-JAN-15	AMALFI APARTMENT HOMES	66.03			Negotiable
355075	15-JAN-15	AMERICAN GEOTECHNICAL, INC.	4,205.80	20-JAN-15	4,205.80	Reconciled
355076	15-JAN-15	ANDERSON, DIRK	31.33			Negotiable
355077	15-JAN-15	ANTHEM BLUE CROSS	562.26	20-JAN-15	562.26	Reconciled
355078	15-JAN-15	ANTHONY SUFFREDINI	1,600.00	21-JAN-15	1,600.00	Reconciled
355079	15-JAN-15	APPLIED INDUSTRIAL TECHNOLOGIES - CA LLC	690.30	20-JAN-15	690.30	Reconciled
355080	15-JAN-15	ARCADIS U.S., INC.	80,575.46	26-JAN-15	80,575.46	Reconciled
355081	15-JAN-15	ARIZONA INSTRUMENT LLC	181.87	20-JAN-15	181.87	Reconciled
355082	15-JAN-15	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA	31,127.08	26-JAN-15	31,127.08	Reconciled
355083	15-JAN-15	AUTOZONE PARTS, INC.	448.65	20-JAN-15	448.65	Reconciled
355084	15-JAN-15	BAKERSFIELD WELL & PUMP CO	28,195.95	27-JAN-15	28,195.95	Reconciled
355085	15-JAN-15	BATTERIES PLUS AND BATTERIES PLUS BULBS	531.58	23-JAN-15	531.58	Reconciled
355086	15-JAN-15	BATTERY SPECIALTIES	633.03	22-JAN-15	633.03	Reconciled
355087	15-JAN-15	BDC SPECIAL WASTE	207.20	20-JAN-15	207.20	Reconciled
355088	15-JAN-15	BEERS, DAWN	30.43	21-JAN-15	30.43	Reconciled
355089	15-JAN-15	BELLEWICK COMMUNITY ASSOCIATION	185.00	20-JAN-15	185.00	Reconciled
355090	15-JAN-15	BIOMAGIC INC	11,104.13	26-JAN-15	11,104.13	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								
355091		15-JAN-15	BOWIE, ARNESON, WILES & GIANNONE		22,599.33	27-JAN-15	22,599.33	Reconciled
355092		15-JAN-15	BOYD & ASSOCIATES		135.00	20-JAN-15	135.00	Reconciled
355093		15-JAN-15	BRADLEY, TIM		48.84			Negotiable
355094		15-JAN-15	BUONG, SOPHIE		30.88	22-JAN-15	30.88	Reconciled
355095		15-JAN-15	C WELLS PIPELINE MATERIALS INC		4,576.23	22-JAN-15	4,576.23	Reconciled
355096		15-JAN-15	CALIFORNIA BARRICADE INC		6,272.00	22-JAN-15	6,272.00	Reconciled
355097		15-JAN-15	CALLOT DAVIS, ANNE G		27.65	20-JAN-15	27.65	Reconciled
355098		15-JAN-15	CAMERON-COLE, LLC		2,881.56	20-JAN-15	2,881.56	Reconciled
355099		15-JAN-15	CANON FINANCIAL SERVICES, INC		9,858.68	22-JAN-15	9,858.68	Reconciled
355100		15-JAN-15	CANON SOLUTIONS AMERICA, INC.		5,577.77	20-JAN-15	5,577.77	Reconciled
355101		15-JAN-15	CAPTIVE AUDIENCE MARKETING INC.		85.32	21-JAN-15	85.32	Reconciled
355102		15-JAN-15	CARLIN, KENDRICK		29.60	20-JAN-15	29.60	Reconciled
355103		15-JAN-15	CAROLLO ENGINEERS, INC		4,297.50	21-JAN-15	4,297.50	Reconciled
355104		15-JAN-15	CHAE, HAEJIN		12.32	26-JAN-15	12.32	Reconciled
355105		15-JAN-15	CHAN, ION K		95.27	26-JAN-15	95.27	Reconciled
355106		15-JAN-15	CHEM TECH INTERNATIONAL INC		14,770.80			Negotiable
355107		15-JAN-15	CHOW, JUNE		28.25	28-JAN-15	28.25	Reconciled
355108		15-JAN-15	CHOW, PHILLIP		4.46			Negotiable
355109		15-JAN-15	CITY OF IRVINE		24,558.10	23-JAN-15	24,558.10	Reconciled
355110		15-JAN-15	CITY OF ORANGE		123.55	20-JAN-15	123.55	Reconciled
355111		15-JAN-15	CLA-VAL COMPANY		4,496.20	20-JAN-15	4,496.20	Reconciled
355112		15-JAN-15	CLAY, KELSEY		10.06	29-JAN-15	10.06	Reconciled
355113		15-JAN-15	CLEMENS, GREG		27.29			Negotiable
355114		15-JAN-15	CNC ENGINEERING, INC		3,597.50	23-JAN-15	3,597.50	Reconciled
355115		15-JAN-15	COMMERCIAL COATING RESOURCE INC		5,760.00	28-JAN-15	5,760.00	Reconciled
355116		15-JAN-15	CONYBEARE INC		1,957.77	22-JAN-15	1,957.77	Reconciled
355117		15-JAN-15	COUNTY OF ORANGE		280.00	20-JAN-15	280.00	Reconciled
355118		15-JAN-15	CR & R INCORPORATED		210.44	21-JAN-15	210.44	Reconciled
355119		15-JAN-15	CREATIVE ALLIANCE GROUP LLC		4,564.41	21-JAN-15	4,564.41	Reconciled
355120		15-JAN-15	CURRY, MIKE		31.95	29-JAN-15	31.95	Reconciled
355121		15-JAN-15	CVS		1,869.34			Negotiable
355122		15-JAN-15	D & H WATER SYSTEMS INC.		2,766.20			Negotiable

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 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									
355123		15-JAN-15	DELL MARKETING LP		8,693.99	20-JAN-15	8,693.99	Reconciled	
355124		15-JAN-15	DELPHIN COMPUTER SUPPLY		1,269.00	21-JAN-15	1,269.00	Reconciled	
355125		15-JAN-15	DEX MEDIA INC.		74.25	26-JAN-15	74.25	Reconciled	
355126		15-JAN-15	DILLEY, TREY		27.40			Negotiable	
355127		15-JAN-15	DIMARTINO, NICHOLAS		25.47	27-JAN-15	25.47	Reconciled	
355128		15-JAN-15	DON WILSON BUILDERS		48.71			Negotiable	
355129		15-JAN-15	DONNA KITTS		101.61			Negotiable	
355130		15-JAN-15	DOROSKI, JONATHAN		38.24	20-JAN-15	38.24	Reconciled	
355131		15-JAN-15	DUBOIS, DAVID		1,282.58	21-JAN-15	1,282.58	Reconciled	
355132		15-JAN-15	EJIRI, ATSUSHI		15.41			Negotiable	
355133		15-JAN-15	Fike, Ethan O (Ethan)		1,566.21	20-JAN-15	1,566.21	Reconciled	
355134		15-JAN-15	ETTINGOFF, KATHERINE		41.20			Negotiable	
355135		15-JAN-15	FARWEST CORROSION CONTROL CO		480.00	20-JAN-15	480.00	Reconciled	
355136		15-JAN-15	FEDEX		311.79	20-JAN-15	311.79	Reconciled	
355137		15-JAN-15	FERGUSON ENTERPRISES, INC.		1,820.88	20-JAN-15	1,820.88	Reconciled	
355138		15-JAN-15	FEROZ, MICHAEL		28.25	21-JAN-15	28.25	Reconciled	
355139		15-JAN-15	FIDELITY SECURITY LIFE INSURANCE COMPANY		5,967.88	26-JAN-15	5,967.88	Reconciled	
355140		15-JAN-15	FIERRO, SERGIO D		3,324.99	26-JAN-15	3,324.99	Reconciled	
355141		15-JAN-15	FIRE EXTINGUISHING SAFETY & SERVICE		708.96	23-JAN-15	708.96	Reconciled	
355142		15-JAN-15	FISHER SCIENTIFIC COMPANY LLC		598.88	20-JAN-15	598.88	Reconciled	
355143		15-JAN-15	FLEET SOLUTIONS LLC		4,341.20	20-JAN-15	4,341.20	Reconciled	
355144		15-JAN-15	FOUNTAIN VALLEY PAINTS		228.96	20-JAN-15	228.96	Reconciled	
355145		15-JAN-15	FRANKLIN, KELLY		24.20			Negotiable	
355146		15-JAN-15	GRAINGER		374.96	20-JAN-15	374.96	Reconciled	
355147		15-JAN-15	GREEN COAST INDUSTRIES, INC.		500.00	26-JAN-15	500.00	Reconciled	
355148		15-JAN-15	HAAKER EQUIPMENT COMPANY		104.52	20-JAN-15	104.52	Reconciled	
355149		15-JAN-15	HACH COMPANY		2,147.66	21-JAN-15	2,147.66	Reconciled	
355150		15-JAN-15	HAMILTON, KURT		2,257.36	20-JAN-15	2,257.36	Reconciled	
355151		15-JAN-15	HDR ENGINEERING INC		39,710.00	27-JAN-15	39,710.00	Reconciled	
355152		15-JAN-15	HELLER, YEN		22.61			Negotiable	
IRWD Ledger									
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)			Report Date: 02-FEB-2015 10:42			
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								
355153		15-JAN-15	HERICKS, STEVEN		27.29			Negotiable
355154		15-JAN-15	HERMANS, KIRK		30.07			Negotiable
355155		15-JAN-15	HILL BROTHERS CHEMICAL COMPANY		9,324.60	20-JAN-15	9,324.60	Reconciled
355156		15-JAN-15	HOME DEPOT USA INC		45.86	20-JAN-15	45.86	Reconciled
355157		15-JAN-15	HOOVER, JAMES		27.65			Negotiable
355158		15-JAN-15	HOPKINS TECHNICAL PRODUCTS INC		1,350.20	20-JAN-15	1,350.20	Reconciled
355159		15-JAN-15	HSIEH, ALBERT		43.65	22-JAN-15	43.65	Reconciled
355160		15-JAN-15	IBM CORPORATION		925.00	20-JAN-15	925.00	Reconciled
355161		15-JAN-15	IDEXX DISTRIBUTION, INC		1,786.00	20-JAN-15	1,786.00	Reconciled
355162		15-JAN-15	II FUELS INC		18,251.62	23-JAN-15	18,251.62	Reconciled
355163		15-JAN-15	INOSHITA, TOSHIHIRO		22.55			Negotiable
355164		15-JAN-15	INVESTMENTS LP, M A S		33.47	21-JAN-15	33.47	Reconciled
355165		15-JAN-15	IRON MOUNTAIN INFORMATION MANAGEMENT INC		1,759.96	20-JAN-15	1,759.96	Reconciled
355166		15-JAN-15	IRVINE PACIFIC, LP		14.10	20-JAN-15	14.10	Reconciled
355167		15-JAN-15	IRVINE PIPE & SUPPLY INC		19.46	16-JAN-15	19.46	Reconciled
355168		15-JAN-15	JACKSON, STEFANI		37.16	20-JAN-15	37.16	Reconciled
355169		15-JAN-15	JANG, DEREK		30.23			Negotiable
355170		15-JAN-15	JOHN G. ALEVIZOS D.O. INC.		102.00	21-JAN-15	102.00	Reconciled
355171		15-JAN-15	JOHNSON PLASTICS		1,222.94	21-JAN-15	1,222.94	Reconciled
355172		15-JAN-15	KHANNA, RAHUL		166.45			Negotiable
355173		15-JAN-15	KLEINFELDER WEST		5,270.37	20-JAN-15	5,270.37	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
355174	15-JAN-15		INC					
355175	15-JAN-15		KS DIRECT LLC		2,894.40	20-JAN-15	2,894.40	Reconciled
355176	15-JAN-15		L & S CONSTRUCTION INC		266.00	22-JAN-15	266.00	Reconciled
355177	15-JAN-15		LASKI, MATTHEW		25.47			Negotiable
355178	15-JAN-15		LEE & RO, INC.		5,314.50	20-JAN-15	5,314.50	Reconciled
355179	15-JAN-15		LEE, JOOYUN		30.54			Negotiable
355180	15-JAN-15		LEE, TINA		119.20	26-JAN-15	119.20	Reconciled
355181	15-JAN-15		LEWIS OPERATING CORP		600.00	20-JAN-15	600.00	Reconciled
355182	15-JAN-15		LIN, KOU YIN		11.00			Negotiable
355183	15-JAN-15		LU'S LIGHTHOUSE, INC.		323.96	21-JAN-15	323.96	Reconciled
355184	15-JAN-15		MACLACHLAN, ROBERT		39.51	27-JAN-15	39.51	Reconciled
355185	15-JAN-15		MAO, STELLA		17.94			Negotiable
355185	15-JAN-15		MARKET-THINK, LLC		4,095.00	20-JAN-15	4,095.00	Reconciled

IRWD Ledger
 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								
355186	15-JAN-15		MARVIN GARDENS LLC		75.44	16-JAN-15	75.44	Reconciled
355187	15-JAN-15		MARYANN BROWN		1,228.80	26-JAN-15	1,228.80	Reconciled
355188	15-JAN-15		MCPETERS, BRIAN		230.55	20-JAN-15	230.55	Reconciled
355189	15-JAN-15		METROPOLIS GARDENS LLC		362.29			Negotiable
355190	15-JAN-15		MISSION COMMUNICATIONS LLC		563.40	22-JAN-15	563.40	Reconciled
355191	15-JAN-15		MR CRANE INC		895.70	20-JAN-15	895.70	Reconciled
355192	15-JAN-15		NALCO CAL WATER, LLC		240.00	20-JAN-15	240.00	Reconciled
355193	15-JAN-15		NATIONAL READY MIXED CONCRETE CO.		1,178.24	20-JAN-15	1,178.24	Reconciled
355194	15-JAN-15		NAVARRETTTS, MASSINO		11.67	22-JAN-15	11.67	Reconciled
355195	15-JAN-15		NAVIGANT CONSULTING, INC		19,069.85	26-JAN-15	19,069.85	Reconciled
355196	15-JAN-15		NINYO & MOORE		435.00	21-JAN-15	435.00	Reconciled
355197	15-JAN-15		O'HAREN GOVERNMENT RELATIONS		6,500.00	21-JAN-15	6,500.00	Reconciled
355198	15-JAN-15		OAKLEY, JESSE R		31.89	20-JAN-15	31.89	Reconciled
355199	15-JAN-15		OCEAN BLUE ENVIRONMENTAL SERVICES INC		4,038.84	22-JAN-15	4,038.84	Reconciled
355200	15-JAN-15		OLIN CORPORATION		16,712.51	26-JAN-15	16,712.51	Reconciled
355201	15-JAN-15		OLSEN, RYAN		75.54	20-JAN-15	75.54	Reconciled
355202	15-JAN-15		ON ASSIGNMENT LAB SUPPORT		3,538.95	20-JAN-15	3,538.95	Reconciled
355203	15-JAN-15		ONESOURCE DISTRIBUTORS LLC		477.42	20-JAN-15	477.42	Reconciled
355204	15-JAN-15		ORANGE COUNTY AUTO PARTS CO		43.59	16-JAN-15	43.59	Reconciled
355205	15-JAN-15		ORANGE COUNTY AUTO PARTS CO		219.13	16-JAN-15	219.13	Reconciled
355206	15-JAN-15		ORANGE COUNTY TREASURER		140,545.18	23-JAN-15	140,545.18	Reconciled
355207	15-JAN-15		ORANGE COUNTY VECTOR CONTROL DISTRICT		436.14			Negotiable
355208	15-JAN-15		ORANGE PROPERTY DEVLOPMENT LLC		345.54	21-JAN-15	345.54	Reconciled
355209	15-JAN-15		OUTSOURCE TECHNICAL LLC		58,503.00	26-JAN-15	58,503.00	Reconciled
355210	15-JAN-15		PACIFIC GAS AND ELECTRIC COMPANY		22.67	26-JAN-15	22.67	Reconciled
355211	15-JAN-15		PACIFIC PARTS & CONTROLS INC		11,021.96	26-JAN-15	11,021.96	Reconciled

IRWD Ledger
 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								
355212	15-JAN-15		PARKHOUSE TIRE INC		894.59	21-JAN-15	894.59	Reconciled
355213	15-JAN-15		PAUL E BRADLEY INC		180.00	27-JAN-15	180.00	Reconciled
355214	15-JAN-15		PEAR, LORIN		20.00			Negotiable
355215	15-JAN-15		PICONE COMPANY		224.44	20-JAN-15	224.44	Reconciled
355216	15-JAN-15		PLUMBERS DEPOT INC.		2,381.40	21-JAN-15	2,381.40	Reconciled
355217	15-JAN-15		POURHASSANIAN, KATHARINE		35.12			Negotiable
355218	15-JAN-15		POZZI, KATHRYN		30.07			Negotiable
355219	15-JAN-15		PRAXAIR DISTRIBUTION INC		431.76	20-JAN-15	431.76	Reconciled

355220	15-JAN-15	PROPERTIES, MAROVISH	31.89					Negotiable
355221	15-JAN-15	PSB INTEGRATED MARKETING	6,903.00	20-JAN-15		6,903.00		Reconciled
355222	15-JAN-15	PTI SAND & GRAVEL INC	2,274.59	22-JAN-15		2,274.59		Reconciled
355223	15-JAN-15	QIAN, YING	28.25	20-JAN-15		28.25		Reconciled
355224	15-JAN-15	QUINCY COMPRESSOR LLC	3,984.12	20-JAN-15		3,984.12		Reconciled
355225	15-JAN-15	QUINN POWER SYSTEMS	334.07	20-JAN-15		334.07		Reconciled
355226	15-JAN-15	R & M VEADY INC	4,752.96	21-JAN-15		4,752.96		Reconciled
355227	15-JAN-15	R&B AUTOMATION INC	1,320.00	20-JAN-15		1,320.00		Reconciled
355228	15-JAN-15	RAM AIR ENGINEERING INC	1,007.39	20-JAN-15		1,007.39		Reconciled
355229	15-JAN-15	RCY SKY KOKOS CAFE	197.26	20-JAN-15		197.26		Reconciled
355230	15-JAN-15	REAL ESTATE ESTABLISHMENT	17.00	20-JAN-15		17.00		Reconciled
355231	15-JAN-15	RESPONSE ENVELOPE, INC	2,940.03	23-JAN-15		2,940.03		Reconciled
355232	15-JAN-15	RICHMOND AMERICAN HOMES	12.61	23-JAN-15		12.61		Reconciled
355233	15-JAN-15	RICKS, CHRISTINE	17.14	28-JAN-15		17.14		Reconciled
355234	15-JAN-15	ROBINSON, JENNIFER	19.64					Negotiable
355235	15-JAN-15	RODGERS MIDDLETON, LEO	10.81	26-JAN-15		10.81		Reconciled
355236	15-JAN-15	ROSSBERG, BRENDA	96.41	20-JAN-15		96.41		Reconciled
355237	15-JAN-15	RYLAND HOMES OF CALIFORNIA INC	1,434.87					Negotiable
355238	15-JAN-15	SAN REMO APTS	65.01					Negotiable
355239	15-JAN-15	SANTA ANA BLUE PRINT	618.10	23-JAN-15		618.10		Reconciled
355240	15-JAN-15	SANTA MARGARITA FORD	642.22	20-JAN-15		642.22		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								
355241		15-JAN-15	SANTIAGO AQUEDUCT COMMISSION		2,894.72	21-JAN-15	2,894.72	Reconciled
355242		15-JAN-15	SCHMIDT, KERRY		20.39	20-JAN-15	20.39	Reconciled
355243		15-JAN-15	SCHWEPPE, ANITA		28.25			Negotiable
355244		15-JAN-15	SGS NORTH AMERICA INC.		2,362.76	20-JAN-15	2,362.76	Reconciled
355245		15-JAN-15	SHADJAREH, ROXANN		52.45			Negotiable
355246		15-JAN-15	SHAMROCK SUPPLY CO INC		255.91	22-JAN-15	255.91	Reconciled
355247		15-JAN-15	SHEA HOMES		35,947.80	28-JAN-15	35,947.80	Reconciled
355248		15-JAN-15	SHEA/BAKER RANCH ASSOCIATES, LLC		43,842.98			Negotiable
355249		15-JAN-15	SHERWIN WILLIAMS COMPANY		904.48	21-JAN-15	904.48	Reconciled
355250		15-JAN-15	SHORAKA, TAGHI		153.84			Negotiable
355251		15-JAN-15	SHUAI, LI		67.00	20-JAN-15	67.00	Reconciled
355252		15-JAN-15	SIDDIQUI, ROSHNI		41.10			Negotiable
355253		15-JAN-15	SILVA, ANTONIO		30.95			Negotiable
355254		15-JAN-15	SIMI VALLEY LANDFILL AND RECYCLING CENTER		1,115.23	20-JAN-15	1,115.23	Reconciled
355255		15-JAN-15	SLOCOMB, FLORINDA		302.98			Negotiable
355256		15-JAN-15	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		451.57	29-JAN-15	451.57	Reconciled
355257		15-JAN-15	SOUTH COAST WATER CO.		40.00	22-JAN-15	40.00	Reconciled
355258		15-JAN-15	SOUTH ORANGE COUNTY WASTEWATER AUTHORITY		63,740.75			Negotiable
355259		15-JAN-15	SOUTHERN CALIFORNIA EDISON COMPANY		22,987.80	20-JAN-15	22,987.80	Reconciled
355260		15-JAN-15	SPATIAL WAVE, INC.		13,200.00	23-JAN-15	13,200.00	Reconciled
355261		15-JAN-15	SPOCK, BRIAN		82.80	21-JAN-15	82.80	Reconciled
355262		15-JAN-15	SPOK, INC		22.80	21-JAN-15	22.80	Reconciled
355263		15-JAN-15	STERIS CORPORATION		4,453.21	20-JAN-15	4,453.21	Reconciled
355264		15-JAN-15	STEVENS, ELIZABETH		107.50	20-JAN-15	107.50	Reconciled
355265		15-JAN-15	SUPER SUBS INC		39.68			Negotiable
355266		15-JAN-15	TAVARES BARBOSA, ANDRE		41.25			Negotiable
355267		15-JAN-15	THE FLAME BROILER		43.32	20-JAN-15	43.32	Reconciled
355268		15-JAN-15	THE GAS COMPANY		1,472.69	20-JAN-15	1,472.69	Reconciled
355269		15-JAN-15	THE NEW HOME COMPANY		672.86			Negotiable
355270		15-JAN-15	TIC-IPG-COMMON		859.45			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 16
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
355271		15-JAN-15	TIC-OFFICE PROPERTIES		354.50			Negotiable
355272		15-JAN-15	TIC-RETAIL PROPERTIES		1,002.47			Negotiable
355273		15-JAN-15	TOP TEN REAL ESTATE		104.91			Negotiable
355274		15-JAN-15	TRAN, MELISSA		37.28	27-JAN-15	37.28	Reconciled
355275		15-JAN-15	TRI POINT HOMES INC		17.00			Negotiable
355276		15-JAN-15	TROPICAL PLAZA NURSERY INC		3,365.38	20-JAN-15	3,365.38	Reconciled
355277		15-JAN-15	TRUCPARCO		730.08	22-JAN-15	730.08	Reconciled
355278		15-JAN-15	TRUGREEN LANDCARE LLC		50,441.57	26-JAN-15	50,441.57	Reconciled
355279		15-JAN-15	TUNG, YI-JIUN		29.16			Negotiable
355280		15-JAN-15	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		534.00	20-JAN-15	534.00	Reconciled
355281		15-JAN-15	UNITED PARCEL SERVICE INC		221.99	20-JAN-15	221.99	Reconciled
355282		15-JAN-15	UNITED SITE SERVICES OF CALIFORNIA INC		478.25	21-JAN-15	478.25	Reconciled
355283		15-JAN-15	UNIVERSAL MERCHANT SERVICES		3,829.17			Negotiable
355284		15-JAN-15	URS CORPORATION		18,275.00	26-JAN-15	18,275.00	Reconciled
355285		15-JAN-15	USA BLUEBOOK		3,478.25	22-JAN-15	3,478.25	Reconciled
355286		15-JAN-15	VAN, NGA		22.26	21-JAN-15	22.26	Reconciled
355287		15-JAN-15	VERIZON CALIFORNIA INC		49.17	27-JAN-15	49.17	Reconciled
355288		15-JAN-15	VISION TECHNOLOGY SOLUTIONS, LLC DBA VISION INTERNET PROVIDERS		5,811.00	20-JAN-15	5,811.00	Reconciled
355289		15-JAN-15	WACO FILTERS CORPORATION		1,933.22	23-JAN-15	1,933.22	Reconciled
355290		15-JAN-15	WAXIE'S ENTERPRISES, INC		641.00	20-JAN-15	641.00	Reconciled
355291		15-JAN-15	WECK LABORATORIES INC		495.00	22-JAN-15	495.00	Reconciled
355292		15-JAN-15	WESTERN EXTERMINATOR COMPANY		8,894.50			Negotiable
355293		15-JAN-15	WILKO FOODS LOC		526.97	20-JAN-15	526.97	Reconciled
IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42								
BANK: Bank of America N.A.			Branch : Los Angeles		Account: Checking AP and PR		Page: 17	
Bank Account Currency: USD (US Dollar)					Payment Currency: USD (US Dollar)			
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								
355294		15-JAN-15	WILMINGTON INSTRUMENT COMPANY INC		2,569.43	22-JAN-15	2,569.43	Reconciled
355295		15-JAN-15	WIN-911 SOFTWARE		315.00			Negotiable
355296		15-JAN-15	WOLFE, MARGARET		34.02			Negotiable
355297		15-JAN-15	WONDERWARE WEST		80,069.93	26-JAN-15	80,069.93	Reconciled
355298		15-JAN-15	WU, JOHN		33.35			Negotiable
355299		15-JAN-15	WUSE, JEREMY		29.16			Negotiable
355300		15-JAN-15	YP LLC		122.00	23-JAN-15	122.00	Reconciled
355301		15-JAN-15	ZEE MEDICAL SERVICE CO		1,404.96	20-JAN-15	1,404.96	Reconciled
355302		15-JAN-15	ZENON ENVIRONMENTAL CORPORATION		71,855.79	26-JAN-15	71,855.79	Reconciled
355303		15-JAN-15	ZHANG, HAN		37.51	21-JAN-15	37.51	Reconciled
355304		15-JAN-15	ZHENG, SHI SHOU		40.59			Negotiable
355305		15-JAN-15	ZHENG, WENDY		424.38	28-JAN-15	424.38	Reconciled
355306		15-JAN-15	ZOROWICZ, GABRIELA		100.00			Negotiable
355307		22-JAN-15	Corral, Edward Jr (Ed)		125.00	27-JAN-15	125.00	Reconciled
355308		22-JAN-15	Vanderploeg, Gina v		74.00	28-JAN-15	74.00	Reconciled
355309		22-JAN-15	Orozco, Gustavo A (Gus)		220.00			Negotiable
355310		22-JAN-15	Swift, Ian P (Ian)		9.00			Negotiable
355311		22-JAN-15	Hamer, James B (James)		183.00	26-JAN-15	183.00	Reconciled
355312		22-JAN-15	Welch, Kelly A (Kellie)		147.54	22-JAN-15	147.54	Reconciled
355313		22-JAN-15	Marshall, Matt I (Matt)		183.59	27-JAN-15	183.59	Reconciled
355314		22-JAN-15	Perez, Rodolfo		18.03			Negotiable

355315	22-JAN-15	(Rudy) Koenig, Timothy (Tim)		303.45	26-JAN-15	303.45	Reconciled
355316	22-JAN-15	AT&T	CAROL STREAM 1	3,559.89	27-JAN-15	3,559.89	Reconciled
355317	22-JAN-15	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	6,976.76	26-JAN-15	6,976.76	Reconciled
355318	22-JAN-15	Legault, Dan (Dan)	HOME	194.40	26-JAN-15	194.40	Reconciled
355319	22-JAN-15	1000BULBS.COM		260.10	27-JAN-15	260.10	Reconciled
355320	22-JAN-15	AAF INTERNATIONAL		2,539.32	26-JAN-15	2,539.32	Reconciled
355321	22-JAN-15	ACE-SOLUTIONS GROUP INC		847.75			Negotiable
355322	22-JAN-15	AFRASIABI, JULIA		14.14			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 18
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
355323		22-JAN-15	ALL ELECTRIC NEEDS, INC		6,850.00			Negotiable
355324		22-JAN-15	ALLSTATE INSURANCE AS SUBROGEE FOR GREGORY JONES		10,378.62			Negotiable
355325		22-JAN-15	ALPHA TRAFFIC SERVICES, INC.		570.00	26-JAN-15	570.00	Reconciled
355326		22-JAN-15	ALSTON & BIRD LLP		346.50	27-JAN-15	346.50	Reconciled
355327		22-JAN-15	AMALFI APARTMENT HOMES		265.58			Negotiable
355328		22-JAN-15	AMERICAN SITE BUILDERS		689.54			Negotiable
355329		22-JAN-15	ANDERSONPENNA PARTNERS, INC		54,397.50			Negotiable
355330		22-JAN-15	APPLIED INDUSTRIAL TECHNOLOGIES - CA LLC		1,895.05	26-JAN-15	1,895.05	Reconciled
355331		22-JAN-15	APPLIED MEMBRANES INC		27.82	27-JAN-15	27.82	Reconciled
355332		22-JAN-15	ARCADIS U.S., INC.		5,850.00	27-JAN-15	5,850.00	Reconciled
355333		22-JAN-15	ARMORCAST PRODUCTS COMPANY		7,859.70	26-JAN-15	7,859.70	Reconciled
355334		22-JAN-15	BATTERIES PLUS AND BATTERIES PLUS BULBS		422.12			Negotiable
355335		22-JAN-15	BATTERY SPECIALTIES		3,777.68	29-JAN-15	3,777.68	Reconciled
355336		22-JAN-15	BOLT, DEBBIE		94.10			Negotiable
355337		22-JAN-15	BORBE, MIHAELA		61.61			Negotiable
355338		22-JAN-15	BORCHARD SURVEYING & MAPPING, INC.		2,257.50			Negotiable
355339		22-JAN-15	BURKE, WILLIAMS & SORENSEN, LLP		1,397.50	27-JAN-15	1,397.50	Reconciled
355340		22-JAN-15	BUSH & ASSOCIATES INC		1,452.00			Negotiable
355341		22-JAN-15	C WELLS PIPELINE MATERIALS INC		1,652.40			Negotiable
355342		22-JAN-15	CALIFORNIA BARRICADE INC		4,840.00	29-JAN-15	4,840.00	Reconciled
355343		22-JAN-15	CAMPBELL, AREZOO		15.70			Negotiable
355344		22-JAN-15	CANON FINANCIAL SERVICES, INC		304.56	27-JAN-15	304.56	Reconciled
355345		22-JAN-15	CAROLLO ENGINEERS, INC		141,027.95	29-JAN-15	141,027.95	Reconciled
355346		22-JAN-15	CASCO CONTRACTORS INC		784.33			Negotiable

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
355347		22-JAN-15	CHEN, ALAN T		65.19			Negotiable
355348		22-JAN-15	CHEN, CHIH TA		48.49			Negotiable
355349		22-JAN-15	CHHOKAR, SIDDHARTH		46.63			Negotiable
355350		22-JAN-15	CHYOU, ERIC		149.07			Negotiable
355351		22-JAN-15	CITY OF IRVINE		572,350.00	28-JAN-15	572,350.00	Reconciled
355352		22-JAN-15	CITY OF IRVINE		3,042.43			Negotiable
355353		22-JAN-15	CITY OF LAKE FOREST		501.79			Negotiable
355354		22-JAN-15	CITY OF NEWPORT BEACH		1,373.88	28-JAN-15	1,373.88	Reconciled
355355		22-JAN-15	CITY OF ORANGE		12.36	27-JAN-15	12.36	Reconciled
355356		22-JAN-15	CITY OF SANTA ANA		55.52	26-JAN-15	55.52	Reconciled
355357		22-JAN-15	CLA-VAL COMPANY		2,887.68	27-JAN-15	2,887.68	Reconciled

355358	22-JAN-15	CLEARINGHOUSE	477.67	26-JAN-15	477.67	Reconciled
355359	22-JAN-15	COAST PLUMBING HEATING AND AIR, INC	59.95	26-JAN-15	59.95	Reconciled
355360	22-JAN-15	COASTAL IGNITION & CONTROLS, INC	1,032.85			Negotiable
355361	22-JAN-15	COMMERCIAL DOOR OF ORANGE COUNTY, INC.	384.80			Negotiable
355362	22-JAN-15	ONEYBEARE INC	12,058.54	29-JAN-15	12,058.54	Reconciled
355363	22-JAN-15	CORTECH ENGINEERING, INC	3,000.91	26-JAN-15	3,000.91	Reconciled
355364	22-JAN-15	COUNTY OF ORANGE	420.00	26-JAN-15	420.00	Reconciled
355365	22-JAN-15	COX COMMUNICATIONS	109.00	27-JAN-15	109.00	Reconciled
355366	22-JAN-15	CREDENTIAL CHECK CORPORATION	189.86	26-JAN-15	189.86	Reconciled
355367	22-JAN-15	CROCKER & CROCKER	11,025.00	29-JAN-15	11,025.00	Reconciled
355368	22-JAN-15	DEE JASPAR & ASSOCIATES, INC.	5,512.22	26-JAN-15	5,512.22	Reconciled
355369	22-JAN-15	DELL MARKETING LP	9,419.88	26-JAN-15	9,419.88	Reconciled
355370	22-JAN-15	DIRECTV INC	105.98	28-JAN-15	105.98	Reconciled
355371	22-JAN-15	DOOLEY, BRIAN	129.81			Negotiable
355372	22-JAN-15	DOUGLAS ENVIRONMENTAL GROUP INC	1,150.00	27-JAN-15	1,150.00	Reconciled
355373	22-JAN-15	DRESSER, VICTORIA	52.36	29-JAN-15	52.36	Reconciled
355374	22-JAN-15	EMERGENCY COMMUNICATIONS NETWORK, LLC	25,000.00			Negotiable
355375	22-JAN-15	ENVIRONMENTAL RESOURCE ASSOCIATES	123.12	28-JAN-15	123.12	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								
355376		22-JAN-15	ENVIRONMENTAL SCIENCE ASSOCIATES		59,703.58			Negotiable
355377		22-JAN-15	ESSCO PUMPS AND CONTROLS		13,882.63	29-JAN-15	13,882.63	Reconciled
355378		22-JAN-15	EWANG, MICHAEL		82.16			Negotiable
355379		22-JAN-15	EXECUTIVE LIGHTING & ELECTRIC		676.26	26-JAN-15	676.26	Reconciled
355380		22-JAN-15	FARRELL & ASSOCIATES		311.75			Negotiable
355381		22-JAN-15	FERGUSON, DAVID		1,187.50			Negotiable
355382		22-JAN-15	FIRST CHOICE SERVICES		106.63	28-JAN-15	106.63	Reconciled
355383		22-JAN-15	FISERV		13,049.40	28-JAN-15	13,049.40	Reconciled
355384		22-JAN-15	FISHER SCIENTIFIC COMPANY LLC		3,027.31	26-JAN-15	3,027.31	Reconciled
355385		22-JAN-15	FORD, MARILYN H		81.51			Negotiable
355386		22-JAN-15	FRANCHISE TAX BOARD		45.00	28-JAN-15	45.00	Reconciled
355387		22-JAN-15	GARCIA, BONNIE		53.23			Negotiable
355388		22-JAN-15	GCI CONSTRUCTION, INC.		11,090.00	28-JAN-15	11,090.00	Reconciled
355389		22-JAN-15	GRAINGER		948.08	26-JAN-15	948.08	Reconciled
355390		22-JAN-15	GRAYBAR ELECTRIC COMPANY		532.38	26-JAN-15	532.38	Reconciled
355391		22-JAN-15	GREEN COAST INDUSTRIES, INC.		40.00			Negotiable
355392		22-JAN-15	GU, BINGZHU		30.83			Negotiable
355393		22-JAN-15	HACH COMPANY		3,076.48	26-JAN-15	3,076.48	Reconciled
355394		22-JAN-15	HARDY & HARPER INC		671.33	29-JAN-15	671.33	Reconciled
355395		22-JAN-15	HARRINGTON INDUSTRIAL PLASTICS LLC		1,074.50	26-JAN-15	1,074.50	Reconciled
355396		22-JAN-15	HILL BROTHERS CHEMICAL COMPANY		2,691.20	27-JAN-15	2,691.20	Reconciled
355397		22-JAN-15	HILLCREST CONTRACTING INC		773.40	29-JAN-15	773.40	Reconciled
355398		22-JAN-15	HOME DEPOT USA INC		121.19	29-JAN-15	121.19	Reconciled
355399		22-JAN-15	HORIZON TECHNOLOGY INC		394.50			Negotiable
355400		22-JAN-15	HYDRO-SCAPE PRODUCTS INC		122.93	26-JAN-15	122.93	Reconciled
355401		22-JAN-15	HYODO, LIN		28.95	28-JAN-15	28.95	Reconciled
355402		22-JAN-15	II FUELS INC		11,315.71	28-JAN-15	11,315.71	Reconciled
355403		22-JAN-15	INTEGRATED LOGISTICS MANAGEMENT		42.93	28-JAN-15	42.93	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 21
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
			LANDSCAPE					
355450		22-JAN-15	PARKHOUSE TIRE INC		1,001.55	27-JAN-15	1,001.55	Reconciled
355451		22-JAN-15	PAULUS ENGINEERING INC		93,426.43	28-JAN-15	93,426.43	Reconciled
355452		22-JAN-15	PERS LONG TERM CARE		720.46	28-JAN-15	720.46	Reconciled
355453		22-JAN-15	PHILLIPS PLYWOOD CO, INC.		162.41	29-JAN-15	162.41	Reconciled
355454		22-JAN-15	PHILLIPS, VICTOR		23.13			Negotiable
355455		22-JAN-15	PINNACLE TOWERS LLC		640.42	27-JAN-15	640.42	Reconciled
355456		22-JAN-15	PORTOLA SPRINGS COMMUNITY ASSN		494.17			Negotiable

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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								
355457		22-JAN-15	PREEMINENT INVESTMENT CORP		49.13			Negotiable
355458		22-JAN-15	PSB INTEGRATED MARKETING		3,135.00	26-JAN-15	3,135.00	Reconciled
355459		22-JAN-15	PTI SAND & GRAVEL INC		726.18	27-JAN-15	726.18	Reconciled
355460		22-JAN-15	PYRO-COMM SYSTEMS INC		285.00	26-JAN-15	285.00	Reconciled
355461		22-JAN-15	R C FOSTER CORPORATION		198,869.37			Negotiable
355462		22-JAN-15	R&B AUTOMATION INC		10,092.52	28-JAN-15	10,092.52	Reconciled
355463		22-JAN-15	REACH EMPLOYEE ASSISTANCE INC		882.00	28-JAN-15	882.00	Reconciled
355464		22-JAN-15	RED WING SHOES		389.00	27-JAN-15	389.00	Reconciled
355465		22-JAN-15	RED WING SHOES		163.08	27-JAN-15	163.08	Reconciled
355466		22-JAN-15	REYNOLD, CHRIS		88.73	27-JAN-15	88.73	Reconciled
355467		22-JAN-15	REYNOLDS, JAMES		43.39	27-JAN-15	43.39	Reconciled
355468		22-JAN-15	RODRIGUEZ, NED		29.00	27-JAN-15	29.00	Reconciled
355469		22-JAN-15	RYDDER, MARIA		10.44	27-JAN-15	10.44	Reconciled
355470		22-JAN-15	RYLAND HOMES OF CALIFORNIA INC		74.34			Negotiable
355471		22-JAN-15	SANCON ENGINEERING, INC.		126,924.99	28-JAN-15	126,924.99	Reconciled
355472		22-JAN-15	SANTA ANA BLUE PRINT		14.98			Negotiable
355473		22-JAN-15	SCHREIBER, MICHAEL		11.92	26-JAN-15	11.92	Reconciled
355474		22-JAN-15	SCHULER ENGINEERING CORPORATION		3,599.98	27-JAN-15	3,599.98	Reconciled
355475		22-JAN-15	SCHULER ENGINEERING CORPORATION		68,399.75	29-JAN-15	68,399.75	Reconciled
355476		22-JAN-15	SECURTEC DISTRICT PATROL, INC.		10,600.00			Negotiable
355477		22-JAN-15	SELVARAJ, GOMEZ		44.89			Negotiable
355478		22-JAN-15	SHELTON, LEE		927.11	28-JAN-15	927.11	Reconciled
355479		22-JAN-15	SILVERWOOD LANDSCAPE		355.73	29-JAN-15	355.73	Reconciled
355480		22-JAN-15	SOUTH COAST WATER CO.		130.00	27-JAN-15	130.00	Reconciled
355481		22-JAN-15	SOUTHERN CALIFORNIA EDISON COMPANY		278,443.85	27-JAN-15	278,443.85	Reconciled

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 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar) Page: 24
 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								
355482		22-JAN-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		281.09	27-JAN-15	281.09	Reconciled
355483		22-JAN-15	SPARKLETTS		247.35			Negotiable
355484		22-JAN-15	SPEARMAN CLUBS INC		563.65			Negotiable
355485		22-JAN-15	STICE COMPANY INC		670.84			Negotiable
355486		22-JAN-15	STINKY TOFU INC		43.10			Negotiable
355487		22-JAN-15	SUNWOO, THOMAS		41.50	27-JAN-15	41.50	Reconciled
355488		22-JAN-15	T AND S LARSEN MAINTENANCE		400.00	27-JAN-15	400.00	Reconciled
355489		22-JAN-15	TAIJO, HUNG		14.12			Negotiable
355490		22-JAN-15	TALLEY INC		153.44	26-JAN-15	153.44	Reconciled
355491		22-JAN-15	TAORMINA, ALTHINE		49.34			Negotiable
355492		22-JAN-15	THE FURMAN GROUP, INC.		11,781.00	29-JAN-15	11,781.00	Reconciled
355493		22-JAN-15	THE GAS COMPANY		3,515.30			Negotiable

355494	22-JAN-15	THE LINCOLN CREW	40.78	27-JAN-15	40.78	Reconciled
355495	22-JAN-15	THE NEW HOME COMPANY	1,243.49			Negotiable
355496	22-JAN-15	TIC-IPG-COMMON	215.13			Negotiable
355497	22-JAN-15	TIC-OFFICE PROPERTIES	18.00			Negotiable
355498	22-JAN-15	TIC-SPECTRUM OFFICE	107.59			Negotiable
355499	22-JAN-15	TRICOR DIRECT INC	808.74	28-JAN-15	808.74	Reconciled
355500	22-JAN-15	TROPICAL PLAZA NURSERY INC	3,085.25	26-JAN-15	3,085.25	Reconciled
355501	22-JAN-15	TYCO INTEGRATED SECURITY, LLC	129.60			Negotiable
355502	22-JAN-15	U.S. HEALTHWORKS MEDICAL GROUP, P.C.	415.00	26-JAN-15	415.00	Reconciled
355503	22-JAN-15	UHLRICH, KEVIN	127.88	29-JAN-15	127.88	Reconciled
355504	22-JAN-15	UNITED PARCEL SERVICE INC	86.28	27-JAN-15	86.28	Reconciled
355505	22-JAN-15	US FOOD & DRUG ADMINISTRATION	926.38			Negotiable
355506	22-JAN-15	USMANI, SHAWN	229.92	29-JAN-15	229.92	Reconciled
355507	22-JAN-15	VALLEYCREST LANDSCAPE DEVELOPMENT, INC.	99,165.06	29-JAN-15	99,165.06	Reconciled
355508	22-JAN-15	VALLEYCREST LANDSCAPE DEVELOPMENT, INC.	5,219.21	26-JAN-15	5,219.21	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 25
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
355509		22-JAN-15	VAN DER GRAAF, GERETTE		95.59			Negotiable
355510		22-JAN-15	VERIZON CALIFORNIA INC		205.34			Negotiable
355511		22-JAN-15	VILLAH, KHONEOKAR		35.44			Negotiable
355512		22-JAN-15	VULCAN MATERIALS COMPANY		1,351.99	26-JAN-15	1,351.99	Reconciled
355513		22-JAN-15	WALTERS WHOLESALE ELECTRIC		261.26	28-JAN-15	261.26	Reconciled
355514		22-JAN-15	WAXIE'S ENTERPRISES, INC		402.25	27-JAN-15	402.25	Reconciled
355515		22-JAN-15	WEI, WEI		16.05			Negotiable
355516		22-JAN-15	WESTOWER COMMUNICATIONS INC		974.36			Negotiable
355517		22-JAN-15	WHIPPLE, AMANDA		11.75			Negotiable
355518		22-JAN-15	YAZDIZADEH, SASSAN		44.91	29-JAN-15	44.91	Reconciled
355519		23-JAN-15	ORANGE COUNTY WATER ASSOCIATION 51404	P.O. BOX	300.00			Negotiable
355520		23-JAN-15	JCI JONES CHEMICALS INC	CINCINNATI	8,511.65	26-JAN-15	8,511.65	Reconciled
355521		23-JAN-15	PRE-PAID LEGAL SERVICES INC	ADA	1,515.67			Negotiable
355522		23-JAN-15	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY	ATLANTA	132.24	26-JAN-15	132.24	Reconciled
355523		23-JAN-15	COLONIAL LIFE & ACCIDENT INSURANCE CO.	COLUMBIA	1,299.14	29-JAN-15	1,299.14	Reconciled
355524		23-JAN-15	AFLAC	2801 DEVINE ST	304.68			Negotiable
355525		23-JAN-15	AFLAC	1932 WYNNTON RD	6,457.14			Negotiable
355526		23-JAN-15	CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION	SACRAMENTO	130.00	29-JAN-15	130.00	Reconciled
355527		23-JAN-15	WEBER, CURTIS	PAY	72.26	26-JAN-15	72.26	Reconciled
355528		29-JAN-15	Karpan, Casey L (Casey)		198.88			Negotiable
355529		29-JAN-15	Batten, David Benjamin		200.00			Negotiable
355530		29-JAN-15	Moeder, Jacob J (Jacob)		13.80			Negotiable
355531		29-JAN-15	Dugan, Jeffrey (Jeff)		173.00			Negotiable

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 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								

355532	29-JAN-15	Pan, Jenny W (Jenny)	127.38			Negotiable
355533	29-JAN-15	Bonkowski, Leslie A (Leslie)	135.72			Negotiable
355534	29-JAN-15	Nelson, Mark D (Mark)	175.93			Negotiable
355535	29-JAN-15	Matheis, Mary Aileen	1,492.55			Negotiable
355536	29-JAN-15	LaMar, Steven E	13.00			Negotiable
355537	29-JAN-15	Malloy, Steven L (Steven)	34.09	29-JAN-15	34.09	Reconciled
355538	29-JAN-15	Bonkowski, Thomas J (Thomas)	28.87			Negotiable
355539	29-JAN-15	Stewart, William A (Billy)	11.12			Negotiable
355540	29-JAN-15	AT&T	49.56	ATLANTA		Negotiable
355541	29-JAN-15	AT&T	3,228.16	CAROL STREAM 2		Negotiable
355542	29-JAN-15	AT&T	5,841.45	CAROL STREAM 2		Negotiable
355543	29-JAN-15	AT&T	8,062.23	CAROL STREAM 2		Negotiable
355544	29-JAN-15	AT&T	1,335.53	CAROL STREAM 2		Negotiable
355545	29-JAN-15	PRAXAIR	2,762.79	PAY		Negotiable
355546	29-JAN-15	DISTRIBUTION INC SHREEKANT KHARE, AS TRUSTEE FOR CLAIMANT NIKHIL KHARE	11,000.00	PURCHASE		Negotiable
355547	29-JAN-15	ADT SECURITY SERVICES INC	391.89			Negotiable
355548	29-JAN-15	AKM CONSULTING ENGINEERS, INC.	14,185.20			Negotiable
355549	29-JAN-15	ASHFORD, WALT	180.86			Negotiable
355550	29-JAN-15	ATHENS SERVICES	15,182.18			Negotiable
355551	29-JAN-15	AUTOZONE PARTS, INC.	422.71			Negotiable
355552	29-JAN-15	BATTERIES PLUS AND BATTERIES PLUS BULES	345.22			Negotiable
355553	29-JAN-15	BEST DRILLING AND PUMP, INC.	91,200.00			Negotiable
355554	29-JAN-15	BOYD & ASSOCIATES	125.00			Negotiable
355555	29-JAN-15	BURKE, WILLIAMS & SORENSEN, LLP	977.00			Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles
 Bank Account Currency: USD (US Dollar)
 Payment Type: All
 Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 Account: Checking AP and PR Page: 27
 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								
355556		29-JAN-15	C WELLS PIPELINE MATERIALS INC		6,419.52			Negotiable
355557		29-JAN-15	CABELA'S MARKETING AND BRAND MANAGEMENT, INC.		106.98			Negotiable
355558		29-JAN-15	CALIFORNIA BARRICADE INC		6,840.00			Negotiable
355559		29-JAN-15	CALIFORNIA CHAMBER OF COMMERCE		422.66			Negotiable
355560		29-JAN-15	CALSENSE		278.08			Negotiable
355561		29-JAN-15	CANON FINANCIAL SERVICES, INC		591.84			Negotiable
355562		29-JAN-15	CANON SOLUTIONS AMERICA, INC.		4,768.84			Negotiable
355563		29-JAN-15	CAROLLO ENGINEERS, INC		8,849.00			Negotiable
355564		29-JAN-15	CHEM TECH INTERNATIONAL INC		9,026.60			Negotiable
355565		29-JAN-15	CLEAN ENERGY		1,624.41			Negotiable
355566		29-JAN-15	CLEAN ENERGY		869.90			Negotiable
355567		29-JAN-15	COMMERCE ENERGY INC		452.20			Negotiable
355568		29-JAN-15	CONEYBEARE INC		22,936.97			Negotiable
355569		29-JAN-15	CORELOGIC INC		54.00			Negotiable
355570		29-JAN-15	COX COMMUNICATIONS		3,291.80			Negotiable
355571		29-JAN-15	D & G SIGNS		178.20			Negotiable
355572		29-JAN-15	DATA CLEAN CORPORATION		513.25			Negotiable
355573		29-JAN-15	DISCOUNT COURIER SERVICE		62.65			Negotiable
355574		29-JAN-15	EISEL ENTERPRISES INC		4,043.09			Negotiable
355575		29-JAN-15	ELECTRABOND		387.00			Negotiable
355576		29-JAN-15	ENVIRON INTERNATIONAL CORP.		1,891.57			Negotiable
355577		29-JAN-15	ENVIRONMENTAL ENGINEERING AND		34,523.39			Negotiable

355578	29-JAN-15	CONTRACTING, INC. ENVIRONMENTAL SCIENCE ASSOCIATES	19,208.54	Negotiable
355579	29-JAN-15	FEDEX	249.42	Negotiable
355580	29-JAN-15	FIRST CHOICE SERVICES	998.91	Negotiable
355581	29-JAN-15	FISERV	292.50	Negotiable

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 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								
355582		29-JAN-15	FISHER SCIENTIFIC COMPANY LLC		2,996.69			Negotiable
355583		29-JAN-15	FRANK LA PLACA EXTERMINATING INC		175.00			Negotiable
355584		29-JAN-15	FRONTLINE MANAGEMENT INC		4,593.00			Negotiable
355585		29-JAN-15	GRAINGER		9,122.64			Negotiable
355586		29-JAN-15	GREEN COAST INDUSTRIES, INC.		379.04			Negotiable
355587		29-JAN-15	HAAKER EQUIPMENT COMPANY		473.40			Negotiable
355588		29-JAN-15	HACH COMPANY		915.90			Negotiable
355589		29-JAN-15	HARMSWORTH ASSOCIATES		2,968.00			Negotiable
355590		29-JAN-15	HDR ENGINEERING INC		2,214.46			Negotiable
355591		29-JAN-15	HERITAGE FIELDS EL TORO, LLC		1,616,739.01			Negotiable
355592		29-JAN-15	HILL BROTHERS CHEMICAL COMPANY		18,043.90			Negotiable
355593		29-JAN-15	HOME DEPOT USA INC		148.45			Negotiable
355594		29-JAN-15	IBM CORPORATION		3,821.00			Negotiable
355595		29-JAN-15	INDUSTRIAL METAL SUPPLY CO		327.47			Negotiable
355596		29-JAN-15	INFOSYS LIMITED		66,111.00			Negotiable
355597		29-JAN-15	INNOVYZE, INC.		8,500.00			Negotiable
355598		29-JAN-15	INORGANIC VENTURES INC		352.14			Negotiable
355599		29-JAN-15	IRVINE PIPE & SUPPLY INC		57.62			Negotiable
355600		29-JAN-15	KLEINFELDER WEST INC		10,404.60			Negotiable
355601		29-JAN-15	LCS TECHNOLOGIES, INC.		7,000.00			Negotiable
355602		29-JAN-15	LIEBERT CASSIDY WHITMORE		3,095.00			Negotiable
355603		29-JAN-15	LUBRICATION ENGINEERS, INC.		2,974.85			Negotiable
355604		29-JAN-15	MARVIN GARDENS LLC		2,593.70	29-JAN-15	2,593.70	Reconciled
355605		29-JAN-15	MC FADDEN-DALE INDUSTRIAL		166.84			Negotiable
355606		29-JAN-15	MC MASTER CARR SUPPLY CO		1,000.42			Negotiable
355607		29-JAN-15	MEL UNDERWOOD WATER TRUCKS & EQUIPMENT		910.00			Negotiable

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 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								
355608		29-JAN-15	MICHAEL A. BACA		4,687.50			Negotiable
355609		29-JAN-15	NATIONAL READY MIXED CONCRETE CO.		873.00			Negotiable
355610		29-JAN-15	NMG GEOTECHNICAL INC		830.00			Negotiable
355611		29-JAN-15	OLIN CORPORATION		11,433.47			Negotiable
355612		29-JAN-15	ONESOURCE DISTRIBUTORS LLC		2,909.69			Negotiable
355613		29-JAN-15	ORANGE COUNTY AUTO PARTS CO		1,052.98			Negotiable
355614		29-JAN-15	ORANGE COUNTY BUSINESS COUNCIL		1,500.00			Negotiable
355615		29-JAN-15	ORANGE COUNTY FIRE AUTHORITY		242.00			Negotiable
355616		29-JAN-15	ORANGE COUNTY VECTOR CONTROL DISTRICT		23.99			Negotiable
355617		29-JAN-15	PACIFIC HYDROTECH CORPORATION		18,586.07			Negotiable
355618		29-JAN-15	PACIFIC HYDROTECH		353,135.43			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
355619	29-JAN-15		CORPORATION PARKWAY LAWNMOWER SHOP		83.37			Negotiable
355620	29-JAN-15		PERKINELMER HEALTH SCIENCES INC		6,339.28			Negotiable
355621	29-JAN-15		PURE EFFECT INC		5,955.00			Negotiable
355622	29-JAN-15		R & R INDUSTRIAL SERVICES, INC.		976.80			Negotiable
355623	29-JAN-15		R&B AUTOMATION INC		12,206.96			Negotiable
355624	29-JAN-15		RAM AIR ENGINEERING INC		515.00			Negotiable
355625	29-JAN-15		REACH EMPLOYEE ASSISTANCE INC		876.40			Negotiable
355626	29-JAN-15		REAL GREEN INC.		43,137.50			Negotiable
355627	29-JAN-15		RICHARD C SLADE & ASSOCIATES LLC		819.00			Negotiable
355628	29-JAN-15		RINCON TRUCK CENTER INC.		281.29			Negotiable
355629	29-JAN-15		SAFETY-KLEEN SYSTEMS, INC		590.73			Negotiable
355630	29-JAN-15		SANTA ANA BLUE PRINT		159.75			Negotiable
355631	29-JAN-15		SANTA MARGARITA FORD		460.64			Negotiable

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 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								
355632	29-JAN-15		SCHULER ENGINEERING CORPORATION		9,336.00			Negotiable
355633	29-JAN-15		SEVERN TRENT WATER PURIFICATION, INC		1,207.74			Negotiable
355634	29-JAN-15		SHAMROCK SUPPLY CO INC		178.59			Negotiable
355635	29-JAN-15		SHEA/BAKER RANCH ASSOCIATES, LLC		769,692.02			Negotiable
355636	29-JAN-15		SOUTHERN CALIFORNIA EDISON COMPANY		96,331.86			Negotiable
355637	29-JAN-15		SOUTHERN CALIFORNIA SECURITY CENTER, INC.		422.28			Negotiable
355638	29-JAN-15		SOUTHERN COUNTIES LUBRICANTS LLC		1,789.80			Negotiable
355639	29-JAN-15		SS MECHANICAL CORPORATION		66,382.20			Negotiable
355640	29-JAN-15		SS MECHANICAL CORPORATION		3,493.80			Negotiable
355641	29-JAN-15		STANDARD REGISTER COMPANY		2,455.15			Negotiable
355642	29-JAN-15		STATE BOARD OF EQUALIZATION		709.00			Negotiable
355643	29-JAN-15		SULLY-MILLER CONTRACTING CO.		240,834.50			Negotiable
355644	29-JAN-15		TESTAMERICA LABORATORIES, INC		192.15			Negotiable
355645	29-JAN-15		TETRA TECH, INC		46,562.59			Negotiable
355646	29-JAN-15		THE CHLORINE INSTITUTE INC.		840.00			Negotiable
355647	29-JAN-15		THE IRVINE COMPANY LLC		1,630.03			Negotiable
355648	29-JAN-15		TROPICAL PLAZA NURSERY INC		30,564.20			Negotiable
355649	29-JAN-15		TRUCPARCO		2,865.70			Negotiable
355650	29-JAN-15		U.S. HEALTHWORKS MEDICAL GROUP, P.C.		240.00			Negotiable
355651	29-JAN-15		ULINE INC		318.13			Negotiable
355652	29-JAN-15		ULTRA SCIENTIFIC		66.30			Negotiable
355653	29-JAN-15		UNITED PARCEL SERVICE INC		83.91			Negotiable

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 31
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
355654	29-JAN-15		UNITED SITE SERVICES OF CALIFORNIA INC		478.25			Negotiable
355655	29-JAN-15		VA CONSULTING, INC		8,910.00			Negotiable

355656	29-JAN-15	VCS ENVIRONMENTAL		416.25	Negotiable
355657	29-JAN-15	VERIZON CALIFORNIA INC		357.98	Negotiable
355658	29-JAN-15	VERIZON WIRELESS SERVICES LLC		5,833.89	Negotiable
355659	29-JAN-15	VERIZON WIRELESS SERVICES LLC		5,582.64	Negotiable
355660	29-JAN-15	VWR INTERNATIONAL, LLC		3,597.70	Negotiable
355661	29-JAN-15	WARDELL, EMILY		315.93	Negotiable
355662	29-JAN-15	WATER EDUCATION FOUNDATION		75.00	Negotiable
355663	29-JAN-15	WATERSMART SOFTWARE, INC		7,500.00	Negotiable
355664	29-JAN-15	WAXIE'S ENTERPRISES, INC		1,779.06	Negotiable
355665	29-JAN-15	WIN-911 SOFTWARE		1,015.00	Negotiable
355666	29-JAN-15	WOODRUFF, SPRADLIN & SMART APC		153.00	Negotiable

Payment Document Subtotal: 9,218,963.36 4,707,962.62

Payment Document : IRWD Wire

10785	06-JAN-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	11,385.36	Negotiable
10786	06-JAN-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	1,811.45	Negotiable
10787	12-JAN-15	CALPERS	SACRAMENTO 1	364,797.29	Negotiable
10788	14-JAN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	176,110.00	Negotiable
10789	14-JAN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	3,789.59	Negotiable
10790	14-JAN-15	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	2,000,488.22	Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 32
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
10791		14-JAN-15	U.S. BANK NATIONALPAY ASSOCIATION		980.18			Negotiable
10792		14-JAN-15	BANK OF AMERICA	SAN FRANCISCO	887.66			Negotiable
10793		14-JAN-15	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	70,680.57			Negotiable
10794		14-JAN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	33,474.69			Negotiable
10795		14-JAN-15	U.S. BANK NATIONALPAY ASSOCIATION		61,799.88			Negotiable
10796		14-JAN-15	BANK OF AMERICA	SAN FRANCISCO	61,934.88			Negotiable
10797		14-JAN-15	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	1,523.84			Negotiable
10798		14-JAN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	356.05			Negotiable
10799		21-JAN-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	9,523.63			Negotiable
10800		21-JAN-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	6,717.31			Negotiable
10801		28-JAN-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	5,953.66			Negotiable
10802		28-JAN-15	FILANC-BALFOUR BEATTY JV	ACT 4427724347	3,004,493.98			Negotiable
10803		28-JAN-15	FILANC-BALFOUR BEATTY JV	ESR 211084000	323,342.22			Negotiable
10804		28-JAN-15	INTERNAL REVENUE SERVICE	FRESNO	154,976.48			Negotiable
10805		28-JAN-15	FRANCHISE TAX BOARD	SACRAMENTO	41,904.50			Negotiable
10806		28-JAN-15	PCL CONSTRUCTION, INC.	ACCT 6971821722	3,620,369.80			Negotiable
10807		28-JAN-15	PCL CONSTRUCTION, INC.	ESR 141511.1	402,452.20			Negotiable
10808		28-JAN-15	EMPLOYMENT	W	10,063.98			Negotiable

DEVELOPMENT SACRAMENTO
 DEPARTMENT
 10809 28-JAN-15 ORDONEZ, CYNTHIA DESERT HOT 500.17 Negotiable
 MARIE SPR
 IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 33
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
10810		28-JAN-15	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	1,991.98			Negotiable
10811		28-JAN-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,485.79			Negotiable
10812		28-JAN-15	GREAT WEST	DENVER	100,145.67			Negotiable
10813		28-JAN-15	CALPERS	SACRAMENTO	84,895.27			Negotiable
10814		28-JAN-15	INTERNAL REVENUE SERVICE	FRESNO	158,610.33			Negotiable
10815		28-JAN-15	FRANCHISE TAX BOARD	SACRAMENTO	41,349.73			Negotiable
10816		28-JAN-15	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	11,637.99			Negotiable
10817		28-JAN-15	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17			Negotiable
10818		28-JAN-15	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,153.53			Negotiable
10819		28-JAN-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,756.08			Negotiable
10820		28-JAN-15	GREAT WEST	DENVER	268,487.49			Negotiable
10821		28-JAN-15	CALPERS	SACRAMENTO	19,258.08			Negotiable
10822		28-JAN-15	INTERNAL REVENUE SERVICE	FRESNO	3.83			Negotiable
10823		28-JAN-15	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	2.57			Negotiable
10824		28-JAN-15	U.S. BANK NATIONAL ASSOCIATION	ST. LOUIS	8,696.02			Negotiable
10825		29-JAN-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	19,879.04			Negotiable
10826		29-JAN-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	FOUNTAIN VALLEY	1,216,779.93			Negotiable
10827		29-JAN-15	MERRILL LYNCH CAPITAL SERVICES, INC	CHARLOTTE	880,000.00			Negotiable
10828		29-JAN-15	MERRILL LYNCH CAPITAL SERVICES, INC	CHARLOTTE	1,340,000.00			Negotiable
10829		29-JAN-15	ORANGE COUNTY WATER DISTRICT	F.V.	8,134,274.40			Negotiable
10830		29-JAN-15	CALPERS	SACRAMENTO	85,200.66			Negotiable

IRWD Ledger Payment Register For 01-JAN-15 To 31-JAN-15 Report Date: 02-FEB-2015 10:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 34
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
Payment Document Subtotal:					22,765,426.15			
Bank Account Subtotal :					31,984,389.51		4,707,962.62	
Report Count : 858	Report Total:				31,984,389.51	4,707,962.62		
Total Disbursements								

*** End of Report ***

\$ 31,984,389.51 Disbursements
 <603.61> Voids
 \$ 31,983,785.90 Total Disbursements and Voids

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-15 to 31-JAN-15

NAME	CHECK NO.	CHECK DATE	TRANSACTION	ITEM DESCRIPTION	EXPENSE JUSTIFICATION
Batten, David	355529	29-Jan-15	200.00	Other(Misc)	Safety shoes allowance
Bonkowski, Leslie	355533	29-Jan-15	135.72	Other(Misc)	Meeting supplies
Corral, Ed	355307	22-Jan-15	125.00	Other(Misc)	Safety shoes allowance
Guzman, Juan	354863	8-Jan-15	221.00	Other(Misc)	Safety eyewear
Hansen, Casey	354859	8-Jan-15	170.00	Membership/Certification	Grade II Wastewater Treatment Plant Operator exam fee
Hansen, Casey	354859	8-Jan-15	230.00	Membership/Certification	Grade II Wastewater Treatment Plant Operator Certification
Hjorth, Charles	355052	15-Jan-15	156.00	Membership/Certification	CWEA membership renewal
Karpan, Casey	355528	29-Jan-15	198.88	Other(Misc)	Safety shoes allowance
Koenig, Tim	355315	22-Jan-15	107.99	Other(Misc)	Safety shoes allowance
Koenig, Tim	355315	22-Jan-15	195.46	Other(Misc)	Safety Shoe Allowance
La, Jason	355057	15-Jan-15	244.00	Membership/Certification	AWWA membership renewal
LaMar, Steven	355059	15-Jan-15	212.84	Lodging	Attended ACWA Fall Conf., in San Diego, CA 12/2/2014
LaMar, Steven	355059	15-Jan-15	212.84	Lodging	Attended ACWA Fall Conf., in San Diego, CA 12/3/2014
LaMar, Steven	355059	15-Jan-15	117.60	Lodging	Attended CRWUA Annual Conf., in Las Vegas, NV 12/11/2014
Leggault, Dan	355318	22-Jan-15	194.40	Other(Misc)	Safety shoes allowance
Malloy, Steven	355060	15-Jan-15	280.00	Membership/Certification	ASCE membership renewal
Malloy, Steven	355060	15-Jan-15	272.00	Membership/Certification	WEF membership renewal
Marshall, Matt	354868	8-Jan-15	225.00	Other(Misc)	Safety eyewear
Marshall, Matt	355313	22-Jan-15	183.59	Other(Misc)	Safety shoes allowance
Matheis, Mary Aileen	355535	29-Jan-15	212.84	Lodging	Attended ACWA Fall Conf., in San Diego, CA 12/1/2014
Matheis, Mary Aileen	355535	29-Jan-15	212.84	Lodging	Attended ACWA Fall Conf., in San Diego, CA 12/2/2014
Matheis, Mary Aileen	355535	29-Jan-15	212.84	Lodging	Attended ACWA Fall Conf., in San Diego, CA 12/3/2014
Matheis, Mary Aileen	355535	29-Jan-15	212.84	Lodging	Attended ACWA Fall Conf., in San Diego, CA 12/4/2014
Matheis, Mary Aileen	355535	29-Jan-15	117.60	Lodging	Attended CRWUA Annual Conf., in Las Vegas, NV 12/9/2014
Matheis, Mary Aileen	355535	29-Jan-15	117.60	Lodging	Attended CRWUA Annual Conf., in Las Vegas, NV 12/10/2014
McBride, Damien	355054	15-Jan-15	150.00	Membership/Certification	CWEA Plant Maintenance Tech Grade I renewal fee
Nelson, Mark	355534	29-Jan-15	175.93	Other(Misc)	Safety shoes allowance
Nomura, Scott	354872	8-Jan-15	200.00	Other(Misc)	Safety shoes allowance
Oldewage, Lars	354865	8-Jan-15	336.00	Membership/Certification	CWEA certificate renewal fees
Orozco, Gus	355309	22-Jan-15	100.00	Membership/Certification	Water Distribution Grade III exam fee
Orozco, Gus	355309	22-Jan-15	120.00	Membership/Certification	Water Distribution Grade III certificate renewal fee
Pan, Jenny	355532	29-Jan-15	127.38	Other(Misc)	2014 1099-Misc forms and envelopes to vendors
Pulles, Margaret	354867	8-Jan-15	101.95	Other(Misc)	Meeting supplies
Rajewski, Rex	355058	15-Jan-15	100.00	Membership/Certification	Water Distribution Grade III exam fee
Rajewski, Rex	355058	15-Jan-15	120.00	Membership/Certification	Water Distribution Grade III certificate renewal fee
Reinhart, Douglas	355056	15-Jan-15	212.84	Lodging	Attended ACWA Fall Conf., in San Diego, CA 12/2/2014
Reinhart, Douglas	355056	15-Jan-15	212.84	Lodging	Attended ACWA Fall Conf., in San Diego, CA 12/3/2014
Reinhart, Douglas	355056	15-Jan-15	117.60	Lodging	Attended CRWUA Annual Conf., in Las Vegas, NV 12/10/2014
Sheilds, Patrick	354869	8-Jan-15	340.00	Membership/Certification	Wastewater Treatment Plant Operator Grade V certificate renewal fee
Silva, Constantino	354860	8-Jan-15	170.00	Membership/Certification	Wastewater Treatment Plant Operator in Training I certificate fee
Spangenberg, Carl	354858	8-Jan-15	115.00	Membership/Certification	Professional Engineering license renewal
Wilson, Brett	354857	8-Jan-15	135.00	Other(Misc)	ASE certificate renewal fees
Yue, Andrew	354855	8-Jan-15	124.20	Other(Misc)	Safety shoes allowance
Total Amount:			\$ 7,727.62		

March 9, 2015

Prepared by: Tony Mossbarger

Submitted by: Cheryl Clary

Approved by: Paul Cook 

ACTION CALENDAR

ON-CALL PROGRAMMING AND DATABASE CONSULTANTS VARIANCE APPROVAL

SUMMARY:

The District is utilizing the On-call Programming and Database Professional Services Agreements to fill vacant full-time positions in the Information Services department while recruiting. Variances to the Professional Services Agreements are needed to retain three resources to provide programming and database support services for the District's Oracle applications. Staff recommends that the Board authorize the General Manager to execute variances to agreements with Outsource Technical; Variance No. 2 the amount of \$99,000 to the On-call Database Support Services agreement; and Variance No. 3 in the amount of \$201,000 to the On-Call Programming and Networking Services agreement.

BACKGROUND:

In May 2014, the Board authorized the General Manager to execute a Professional Services Agreement in the amount of \$120,000 with Outsource Technical for On-call Database Support Services. Staff utilized the contract to provide backfill for regular positions that were assigned full-time to the Oracle Customer Care & Billing (CC&B) project as well as fill a vacant full-time position. While recruiting is in progress for a full-time regular resource, the contract resource is needed until the resource can be hired. The variances for this Professional Services Agreement are summarized below:

- Variance No. 1, in the amount of \$49,600 for additional hours to fill a vacant position, was approved under the Department Director's signature authority on October 6, 2014;
- Variance No. 2, in the amount of \$50,344 for additional hours to fill a vacant position, was approved under the General Manager's signature authority on November 24, 2014; and
- Variance No. 3, in the amount of \$99,000 for additional hours to fill a vacant position, is attached as Exhibit "A".

In July 2014, the Board authorized the General Manager to execute a Professional Services Agreement in the amount of \$300,000 with Outsource Technical for On-call Programming and Networking Services. Staff utilized the contract to provide backfill for regular positions that were assigned full time to the Oracle CC&B project as well as fill vacant full-time positions. Recruiting is in progress for two full-time regular resources, but the contract resources are needed to fill in until the regular resources are hired. The variances for this Professional Services Agreement are summarized below:

- Variance No. 1, in the amount of \$99,883 for additional hours to fill vacant positions, was approved under the General Manager's signature authority on December 5, 2014, and
- Variance No. 2, in the amount of \$201,000 for additional hours to fill vacant positions, is attached as Exhibit "B".

FISCAL IMPACTS:

The staff positions are included in the current fiscal year's budget. The requested Professional Service Agreement variances, which exceed the amount budgeted by approximately \$185,000, will be charged to the appropriate projects or expense accounts.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on February 17, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE VARIANCES TO PROFESSIONAL SERVICES AGREEMENTS WITH OUTSOURCE TECHNICAL; VARIANCE NO. 3 IN THE AMOUNT OF \$99,000 FOR THE ON-CALL DATABASE SUPPORT SERVICES AGREEMENT; AND VARIANCE NO. 2 IN THE AMOUNT OF \$201,000 FOR THE ON-CALL PROGRAMMING AND NETWORKING SERVICES AGREEMENT.

LIST OF EXHIBITS:

- Exhibit "A" – Variance No. 3 for On-call Database Support Services
- Exhibit "B" – Variance No. 2 for On-call Programming and Network Services

EXHIBIT A

IRVINE RANCH WATER DISTRICT
PROFESSIONAL SERVICES VARIANCE

Project Title: Various Projects and Database Support

Project No.: _____ Date: 2-05-2015
Purchase Order No.: 520019 Variance No.: _____ 3

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

Description of Variance (*attach any back-up material*):
Additional hours needed for Daniel Vo to provide contract DBA services filling in for vacant position in Information Services Department.

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Additional DBA Services – Daniel Vo	798	124	99,000			99,000
Total \$ =						99,000

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule

Required Approval Determination:

Total Original Contract	\$ <u>60,000</u>	<input type="checkbox"/> Director: Cumulative total of Variances less than or equal to \$50,000. <input type="checkbox"/> Executive Director: Cumulative total of Variances less than or equal to \$75,000. <input type="checkbox"/> General Manager: Cumulative total of Variances less than or equal to \$100,000. <input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$100,000.
Previous Variances \$	<u>99,944</u>	
This Variance \$	<u>99,000</u>	
Total Sum of Variances	\$ <u>198,944</u>	
<u>99,944</u>		
New Contract Amount	\$ <u>258,944</u>	
Percentage of Total Variances to Original Contract	400 %	

ENGINEER/CONSULTANT:
Outsource Technical

Project Engineer/Manager _____ Date _____
Steve Shwam 2-01-2015
Engineer's/Consultant's Management Date

IRVINE RANCH WATER DISTRICT

2-5-2015
Department Director Date

General Manager/Board Date

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: Various Projects and Database Support

Project No.: _____ Project Manager: Joan Gronck

Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	Additional DBA Services – Daniel Vo	10/06/14	10/06/14	\$49,600
2	Additional DBA Services – Daniel Vo	11/12/14	11/24/14	\$50,344
3	Additional DBA Services – Daniel Vo	2/05/15	Pending	\$99,000

EXHIBIT B

IRVINE RANCH WATER DISTRICT
PROFESSIONAL SERVICES VARIANCE

Project Title: On-Call Programming & Network Services

Project No.: _____ Date: 2-05-2015
Purchase Order No.: _____ Variance No.: _____ 2

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

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

Additional hours needed for Krishna Chilukuri and Ram Pai to provide contract Programming Services filling in for vacant positions in Information Services Department.

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Additional On-Call Services – Krishna Chilukuri	951	124	118,000			118,000
Additional On-Call Services – Ram Pai	653	127	83,000			83,000
Total \$ =						201,000

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule

Required Approval Determination:

Total Original Contract	\$ <u>300,000</u>	<input type="checkbox"/> Director: Cumulative total of Variances less than or equal to \$50,000. <input type="checkbox"/> Executive Director: Cumulative total of Variances less than or equal to \$75,000. <input type="checkbox"/> General Manager: Cumulative total of Variances less than or equal to \$100,000. <input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$100,000.
Previous Variances \$	<u>99,883</u>	
This Variance \$	<u>201,000</u>	
Total Sum of Variances	\$ <u>300,883</u>	
New Contract Amount	\$ <u>600,883</u>	
Percentage of Total Variances to Original Contract	<u>99</u> %	

ENGINEER/CONSULTANT:
Outsource Technical

Project Engineer/Manager _____ Date _____
Steve Shwam 2-01-2015
Engineer's/Consultant's Management _____ Date _____

IRVINE RANCH WATER DISTRICT

Department Director _____ 2-5-2015 Date _____
General Manager/Board _____ Date _____

