

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

August 22, 2011

PLEDGE OF ALLEGIANCE

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

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

NOTICE

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

COMMUNICATIONS TO THE BOARD

1. A. Written:
- B. Oral: Mrs. Joan Irvine Smith relative to the Dyer Road Wellfield.
2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED
 Recommendation: Determine that the need to discuss and/or take immediate action on item(s) introduced come to the attention of the District subsequent to the agenda being posted.

PRESENTATION

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| <p>3. <u>PARTNER COMMENDATION</u></p> <p>In celebration of the District's 50th anniversary, the IRWD Board of Directors will recognize key "Partners in Service". This evening the Board will present Certificates of Commendation to representatives from the Cities of Lake Forest, Newport Beach, and Tustin.</p> | |
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<u>CONSENT CALENDAR</u>	Next Resolution No. 2011-38	Items 4-21
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| <p>4. <u>MINUTES OF REGULAR BOARD MEETING</u></p> <p>Recommendation: That the minutes of the August 8, 2011 Regular Board Meeting be approved as presented.</p> | |
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CONSENT CALENDAR - Continued Next Resolution No. 2011-38 Items 4-21

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

Recommendation: That the Board approve the meetings and events for Steven LaMar, Mary Aileen Matheis, and John Withers.

6. DISTRICT STRATEGIC MEASURES DASHBOARDS

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

7. 2011 FEDERAL LEGISLATIVE UPDATE

Recommendation: That the Board adopt a Support position on House Resolution 2599 (Hayworth-NY).

8. JULY 2011 FINANCIAL REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report and the Monthly Interest Rate Swap Summary for July 2011; and approve the July 2011 Disbursement Summary of Warrants Nos.321390 through 322229, workers' compensation distributions wire transfers, payroll direct deposit ACH payments, payroll withholding distributions and voided checks in the total amount of \$24,318,135.84.

9. AMENDED AND RESTATED REMARKETING AGREEMENT

Recommendation: That the Board adopt a resolution authorizing execution of Amended and Restated Remarketing Agreement (Consolidated refunding Series 2008A).

Reso No. 2011-

10. CORRECTION TO RESOLUTION 2011-16 ADOPTING CALPERS CONTRIBUTION RATES FOR SENIOR MANAGEMENT STAFF

Recommendation: That the Board adopt a resolution correcting Resolution 2011-16 on Employee Paid Member Contributions (for Senior Management staff).

Reso No. 2011-

11. UPCOMING PROJECTS STATUS REPORT

Recommendation: That the Board receive and file.

CONSENT CALENDAR - Continued Next Resolution No. 2011-38 Items 4-21

12. EAST IRVINE ZONE 3 RESERVOIR PHOTOVOLTAIC SYSTEM –
FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the East Irvine Zone 3 Reservoir Photovoltaic System, project 11367 (1006); authorize filing of a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

13. NEWPORT COAST AREA PIPELINES CATHODIC PROTECTION
UPGRADES CONTRACT CHANGE ORDER AND FINAL ACCEPTANCE

Recommendation: That the Board approve Contract Change Order No. 3 with American Construction and Supply, Inc. in the credit amount of <\$240,417.>; accept construction of the Newport Coast Area Pipelines Cathodic Protection Upgrades, project Nos. 10917 (1664), 20410 (1665) and 30917 (1474); and authorize payment of the retention 35 days after the date of recording the Notice of Completion.

14. DOMESTIC WATER BOOSTER PUMP STATIONS ROOF REPLACEMENT
FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Domestic Water Booster Pump Stations roof replacement, project 11359 (1809); 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.

15. CENTRAL ZONE 1 RESERVOIR EXTERIOR PAINTING FINAL
ACCEPTANCE

Recommendation: That the Board accept the repainting of the Central Zone 1 Reservoir, project 11025 (1807); authorize filing of a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

16. DEEP AQUIFER TREATMENT SYSTEM BUILDING UPGRADE AND
ROOF REPAIR REPLACEMENT FINAL ACCEPTANCE

Recommendation: That the Board accept the construction of the Deep Aquifer Treatment System Roof Replacement, project 11287 (1835); authorize filing of a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

CONSENT CALENDAR - Continued Next Resolution No. 2011-38 Items 4-21

17. CATHODIC PROTECTION MONITORING CONSULTANT SELECTION FOR FISCAL YEARS 2011-12 AND 2012-13

Recommendation: That the Board authorize the General Manager to award a Professional Services Agreement to RBF Consulting for \$173,460 for the Cathodic Protection Monitoring project for Fiscal Year 2011-12 and Fiscal Year 2012-13.

18. ON-CALL CEQA/NEPA PROFESSIONAL SERVICES AGREEMENT VARIANCE NO. 3

Recommendation: That the Board authorize the General Manager to execute Variance No. 3 to the On-Call CEQA/NEPA Professional Services Agreement with ICF International in the amount of \$30,000 to provide additional supplemental environmental review work related to projects previously performed by ICF International.

19. CONTRACT CONSTRUCTION INSPECTION SERVICES

Recommendation: That the Board authorize the General Manager to execute a Professional Services Agreement with Tetra Tech, Inc. in the amount of \$200,000 for on-call construction inspection services.

20. FISCAL YEAR 2011/12 WATER QUALITY PLANNING RESERVES BUDGET AND EXPENDITURE AUTHORIZATIONS

Recommendation: That the Board approve Expenditure Authorizations in the amount of \$107,300 for project 11576 (1253); \$52,300 for project 21086 (1595); and \$95,300 for project 30357 (1725).

21. NOMINATION OF CANDIDATES FOR THE POSITION OF PRESIDENT AND VICE PRESIDENT FOR THE ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)

Recommendation: That the Board support the nomination of Randy Record of Eastern Municipal Water District for President and John Coleman of East Bay Municipal Water District for Vice President and direct staff to prepare a letter of support for these candidates.

ACTION CALENDAR

22. FISCAL YEAR 2011-12 IRVINE LAKE OPERATIONS, MAINTENANCE AND CAPITAL BUDGET

Recommendation: That the Board approve the Irvine Lake Operations, Maintenance and Capital Budget, including \$282,750 for IRWD's proportionate share of the costs and \$94,250 for Serrano Water District's proportionate share of the costs.

23. RESERVOIR MANAGEMENT SYSTEM MIXING SYSTEM UPGRADE PROJECT

Recommendation: That the Board approve an Expenditure Authorization in the amount of \$360,100 for the Reservoir Management System (RMS) Mixing System Upgrades, project 11586 (1306); and authorize the General Manager to execute a sole-source purchase of seven (7) Vortex reservoir recirculation systems from Superior Water Technologies for \$358,150.

24. TUSTIN RANCH ROAD PROJECT – REIMBURSEMENT AGREEMENT WITH TUSTIN COMMUNITY REDEVELOPMENT AGENCY

Recommendation: That the Board authorize the General Manager to execute a Reimbursement Agreement with the Tustin Community Redevelopment Agency for an estimated construction cost of \$1,444,500 for the design and construction of the IRWD Capital Domestic Water, Sewer, and Recycled Water Facilities associated with the City of Tustin's Tustin Ranch Road Project.

25. VARIANCE REQUEST FOR STRAND RANCH RECOVERY FACILITIES CONSTRUCTION MANAGEMENT

Recommendation: That the Board authorize the General Manager to execute Variance No. 7 to the Professional Services Agreement with Dee Jasper and Associates in the amount of \$286,744 for construction management for equipping the project wells with pumps, motors and appurtenances, construction of conveyance pipelines and construction of Cross Valley Canal Turn-Ins.

26. MWRP BIOSOLIDS HANDLING AND ENERGY RECOVERY FACILITIES DRYING SYSTEM PROCUREMENT AND VARIANCE NOS. 8 AND 9

Recommendation: That the Board authorize the General Manager to execute an agreement with Andritz Separations, Inc. in the amount of \$12,294,043 for procurement of the drying system for the MWRP Biosolids and Energy Recovery Facilities; approve Variance No. 8 in the amount of \$83,600 with Black & Veatch; approve Variance No. 9 in the amount of \$88,560 with Black & Veatch; and approve an Expenditure Authorization in the amount of \$1,307,300 for the Michelson Water Recycling Plant Biosolids and Energy Recovery Facility, project 20847 (1617).

ACTION CALENDAR - Continued

27. GOVERNMENT TRANSPARENCY AND ACCOUNTABILITY POLICY PRINCIPLES

Recommendation: That the Board adopt the proposed Government Transparency and Accountability Policy Principles.

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.

28. A. General Manager's Report

B. Directors' Comments

1)

2)

3)

4)

5)

OTHER BUSINESS - Continued

28. C. Adjourn.

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

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

August 22, 2011

Prepared and

Submitted by: L. Bonkowski

Approved by: P. Cook

LB
P. Cook

CONSENT CALENDAR

MINUTES OF REGULAR BOARD MEETING

SUMMARY:

Provided are the minutes of the August 8, 2011 Regular Board Meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE AUGUST 8, 2011 REGULAR BOARD MEETING
APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – August 8, 2011 Regular Board Meeting

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EXHIBIT "A"

MINUTES OF REGULAR MEETING – AUGUST 8, 2011

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 August 8, 2011 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: Withers (arrived at 6:07 p.m.), LaMar, Matheis, Swan, and Reinhart

Directors Absent: None.

Also Present: Interim General Manager Cook, Senior Director of Finance Cherney, Senior Director of Operations Pedersen, Director of Engineering Burton, Secretary Bonkowski, Assistant Secretary Savedra, Treasurer Jacobson, Legal Counsel Arneson, Director of Water Resources Heiertz, Director of Public Affairs Beeman, Mr. Paul Weghorst, Mr. Mike Hoolihan, Mr. Lars Oldewage, Mr. Christian Kessler, Mr. Jim Reed, and other members of the public and staff.

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION:

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

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

With respect to the OCWD annexation of certain IRWD lands, on June 5, 2009, IRWD received a letter from OCWD noting that OCWD has completed the formal responses to comments they previously received on the draft program Environmental Impact Report. The letter further noted that with this task completed, OCWD has exercised its right to terminate the 2004 Memorandum of Understanding (MOU) regarding annexation. OCWD also indicated that due to the lack of progress on the annexation issue, the draft program Environmental Impact Report will not be completed. On June 8, 2009, OCWD completed the Long-Term Facilities Plan which was received and filed by the OCWD Board in July 2009. Staff has been coordinating with the City of Anaheim (Anaheim) and Yorba Linda Water District (YLWD) on their most recent annexation requests and has reinitiated the annexation process with OCWD. IRWD, YLWD and Anaheim have negotiated a joint MOU with OCWD to process and conduct environmental analysis of the annexation requests. The MOU was approved by the OCWD Board on July 21, 2010. This was confirmed by Mr. Cook.

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

ITEMS TOO LATE TO BE AGENDIZED: None.

PUBLIC HEARINGS - DETACHMENT OF PARCELS AND RESCINDING ADOPTION OF PLAN OF WORKS FOR IMPROVEMENT DISTRICT 256

Interim General Manger Cook reported that on July 11, 2011, the IRWD Board of Directors declared its intention to detach territory from Improvement District (ID) No. 256 and adopt a Plan of Works (POW). Mr. Cook said that public hearings for these actions were opened on July 25, then continued to tonight to allow for additional discussion of the Orange Park Acres (OPA) sewer plan at the August 3, 2011 OPA Ad Hoc Committee meeting. He said that a plan for connecting properties in ID 256 that do not have sewer service into a community sewer system has been presented to the OPA residents through a series of community meetings. In anticipation of the vote regarding the use of General Obligation (GO) bonds to construct a community sewer, a POW was completed as a required step for the use of GO bonds to finance the necessary improvements. Staff also prepared, in cooperation with the County Surveyor, the required documents to detach from ID 256 properties that already have sewer service and paid sewer connection fees to Orange County Sanitation District.

Mr. Cook said that based on current community feedback, the proposed vote for the authorization of GO bonds for the sewer system, which requires approval by two-thirds of the voters within the ID, does not appear to have sufficient support at this time. He said that staff recommends that the proceedings to adopt the POW be terminated because it will likely need to be revised for a future sewer project. Staff recommends that the hearings be held so the proposed detachments can be completed. The expense of the legal descriptions has already been incurred and these properties will need to be excluded from the ID if a community sewer system plan is pursued in the future. Mr. Cook noted his communications with Supervisor Campbell and Mrs. Joyce Crosthwaite of LAFCO relative to this matter. He said that he will be preparing a letter on behalf of the OPA Homeowners' Association in the next few weeks on how to contact IRWD for sewer service. Director Withers arrived at 6:07 p.m.

President LaMar declared this to be the time and place for the continuation of the July 25, 2011 hearing on the detachment of territory from Improvement District No. 256 and the hearing on the adoption of a Plan of Works for Improvement District No. 256. He declared that the hearings were open and asked the Secretary how the hearings were noticed.

Secretary Bonkowski said that the time and place of the hearings was published in the Orange County Register on July 11, 2011 and July 18, 2011. She said that a notice was also posted in the District office on July 6, 2011, and on July 7, 2011, notices were posted in three public places within the territory proposed to be detached and the improvement district.

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

President LaMar requested Legal Counsel to describe the nature of the proceedings. Legal Counsel Arneson said that the purpose of the public hearings is to allow members of the public and the Board to consider any matters concerning the detachment of the specified parcels and the adoption of the POW.

President LaMar inquired of the Secretary whether there have been any written communications. Secretary Bonkowski said that there were no communications.

President LaMar inquired whether there is anyone present who wishes to address the Board concerning the detachment or the Plan of Works. There were none.

President LaMar inquired whether there are any comments or questions from members of the Board of Directors. Following discussion, staff was asked to prepare an item for the Finance and Personnel Committee meeting relative to possible IRWD financing pursuant to AB 741. President LaMar said that the hearings will be closed and asked for a recommendation to close the hearings and adopt two resolutions.

On MOTION by Swan, seconded and unanimously carried, THE HEARINGS WERE CLOSED AND THE FOLLOWING RESOLUTIONS WAS ADOPTED BY TITLE:

RESOLUTION NO. 2011-35

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE IRVINE RANCH WATER DISTRICT ORDERING
THE DETACHMENT OF SPECIFIED TERRITORIES
FROM IMPROVEMENT DISTRICT NO. 256

RESOLUTION NO. 2011-36

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE IRVINE RANCH WATER DISTRICT RESCINDING
DECLARATION OF INTENTION TO ADOPT A PLAN
OF WORKS FOR IMPROVEMENT DISTRICT NO. 256
(RESCINDING RESOLUTION NO. 2011-29)

CONSENT CALENDAR

On MOTION by Withers, seconded and unanimously carried, CONSENT CALENDAR ITEMS 4 THROUGH 7 WERE APPROVED AS FOLLOWS:

4. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the July 25, 2011 Regular Board Meeting be approved as presented.

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

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

6. RESOLUTION COMMENDING JOHN PALOMARES FOR HIS SERVICE TO THE DISTRICT

Recommendation: That the Board adopt the following resolution by title commending John Palomares for over 33 years of dedicated service to the District.

RESOLUTION NO. 2011 -37

RESOLUTION OF THE BOARD OF DIRECTORS
OF IRVINE RANCH WATER DISTRICT COMMENDING
JOHN PALOMARES FOR HIS DEDICATED AND
LOYAL SERVICE TO THE DISTRICT

7. AGREEMENTS AND QUITCLAIMS OF EASEMENTS WITH FORMER CARPENTER IRRIGATION DISTRICT CUSTOMERS

Recommendation: That the Board authorize the Board President and District Secretary to execute three separate and identical Agreements and Quitclaims of Easements with Walter and Irma Ashford, Saul and Joann Fox, and Kurt and Lana Hamilton.

ACTION CALENDAR

APPROVAL TO PURCHASE REPLACEMENT ION CHROMATOGRAPH

An ion chromatograph (IC) is utilized in the District's water quality laboratory to analyze approximately 2,900 water and wastewater samples annually for common anions. Staff recommends replacing the existing 16-year old unit as it does not have the capability to perform required analyses and also due to the high maintenance costs associated with the existing unit. The Fiscal Year (FY) 2011-12 Operating Budget includes \$46,000 in general plant funds for the purchase of the IC. This amount, coupled with a prior-year encumbrance of reallocated general plant funds in the amount of \$45,000, will provide the funding for the replacement unit. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A SOLE-SOURCE PURCHASE OF A

REPLACEMENT ION CHROMATOGRAPH FROM DIONEX CORPORATION FOR \$90,307.

GENERAL MANAGER'S REPORT

Interim General Manager Cook reported on the Bureau of Reclamation's local field services grant for \$73,500 for a water/energy pilot program with IRWD, Southern California Edison and West Basin Municipal Water District as project partners.

Mr. Cook said that Mr. Kightlinger of Metropolitan Water District has signed off on a Pilot Exchange agreement that will provide for recharge, storage and recovery of 5,000 AF of water of AVEK State Water Project supplies at the Strand Ranch Integrated Banking Project. He then recognized Water Resources Manager Paul Weghorst for his efforts on this project.

Mr. Cook said that the next Strategic Planning Workshop is scheduled for October 7 from 10 a.m. to 2 p.m.

He further said that the District's Sand Canyon entrance will be closed tomorrow due to the installation of a sewer lateral for the District's medical building being constructed next to our facility, and that signage would be in place for directing traffic.

DIRECTORS' COMMENTS

Director Reinhart reported that SOCWA's Board cancelled the Memorandum of Understanding with IRWD to deliver sludge to the Michelson Water Recycling Plant Biosolids Facility. He reported that he attended the WACO meeting last Friday and commended Mr. Paul Cook on his presentation on the District's water banking program.

Director Swan reported on his attendance at WACO, a Joint MWDOC/OCWD Planning meeting, and a Southern California Dialogue meeting.

Director Matheis reported on her attendance, along with Mr. Paul Cook and Ms. Kirsten McLaughlin, to meet with congressional representatives in Washington, DC relative to proposed funding for the District's Syphon Reservoir.

CLOSED SESSION

President LaMar said that a Closed Session will be held with special counsel relative to anticipated litigation, Government Code Section 54956.9(b); significant exposure to litigation (one potential case).

OPEN SESSION

Following the Closed Session, the meeting was reconvened with Directors Swan, Reinhart, Withers, Matheis and LaMar present. President LaMar said there was no action to report.

ADJOURNMENT

There being no further business, Director LaMar adjourned the meeting at 7:00 p.m.

APPROVED and SIGNED this 22nd day of August, 2011.

President, IRVINE RANCH WATER DISTRICT

Secretary, IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

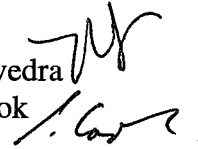
Legal Counsel - Bowie, Arneson, Wiles & Giannone

August 22, 2011

Prepared and

Submitted by: N. Savedra

Approved by: P. Cook



CONSENT CALENDAR

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

8/18/11 Monthly meeting with Paul Cook regarding District activities
8/29/11 Water Issues Meeting with OCWD Board member Stephen Sheldon

Mary Aileen Matheis

8/16/11 OCBC Legislative Briefing with Congressman Darrell Issa
8/18/11 IRWD Tour for Korean representatives of Samchully America Corporation

John Withers

8/17/11 OCWA August Meeting

RECOMMENDATION:

THAT THE BOARD APPROVE THE MEETINGS AND EVENTS FOR STEVEN LaMAR, MARY AILEEN MATHEIS, AND JOHN WITHERS AS DESCRIBED.

LIST OF EXHIBITS:

None

August 22, 2011
Prepared and Submitted by: Various
Approved by: Paul Cook

CONSENT CALENDAR

STRATEGIC MEASURES DASHBOARD

SUMMARY:

Provided as Exhibits "A", "B", "and C" are the Strategic Measures Dashboard and informational items for Board review.

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE STRATEGIC MEASURES DASHBOARD AND INFORMATION ITEMS.

EXHIBITS:

- Exhibit "A" – Strategic Measures Dashboard
- Exhibit "B" – Dyer Road Wellfield Status
- Exhibit "C" – Reservoir Data

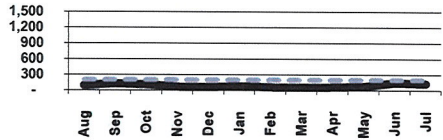
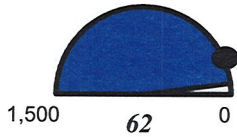
IRVINE RANCH WATER DISTRICT STRATEGIC MEASURES DASHBOARD

July 2011

Note: The more blue area displayed on the dial, the more favorable the measure.

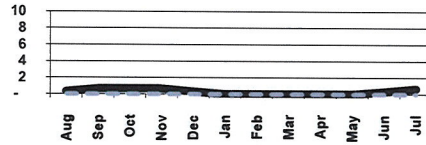
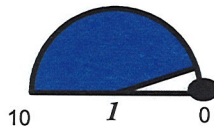
Reliability-Potable/Nonpotable

Target = 200 customer hours out of service this month



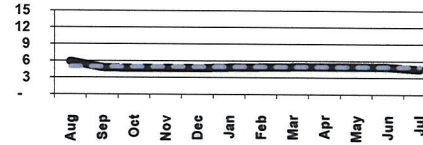
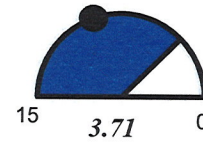
Sewer Spills

Target = 0 Spills this month



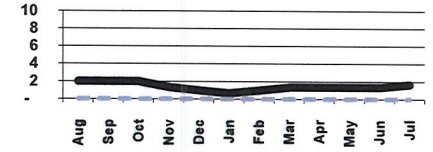
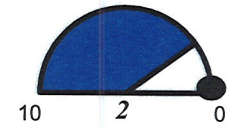
OCSD CORF Flows

Target = 8.80 MGD
CORF flow to OCSD this month



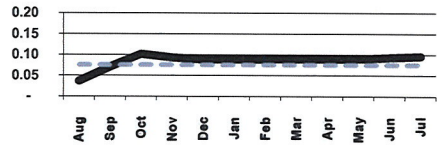
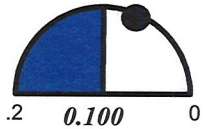
OSHA Recordables

Target = 0 reportable accidents this month



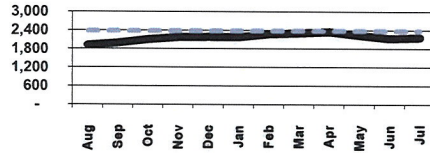
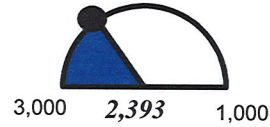
MWRP Energy Cost per kWh

Target = .0792 cost per kWh this month



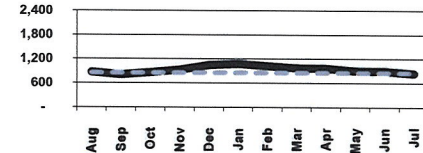
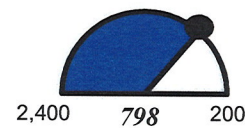
Wastewater Cost

Target = \$2,380/MG processed this month



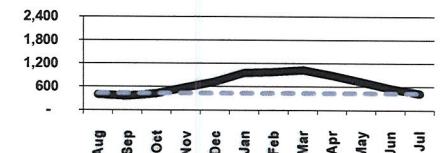
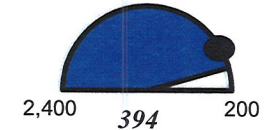
Water System Cost--Potable

Target = \$855/ac-ft delivered this month



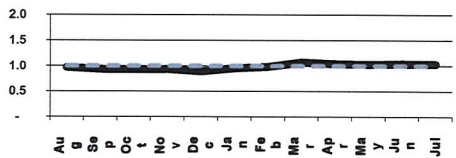
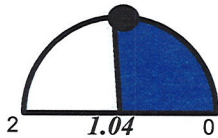
Water System Cost--Nonpotable

Target = \$432/ac-ft delivered this month



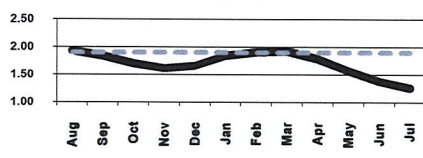
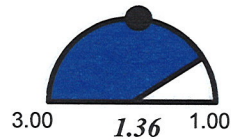
Enterprise Return

Target = 1.0 (net income/goal) last month



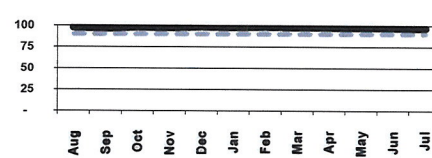
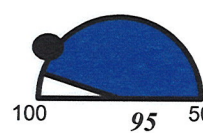
Overhead Ratio

Target = 1.95 (G&A expenses/direct labor) this month



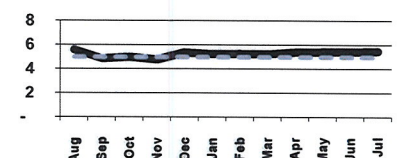
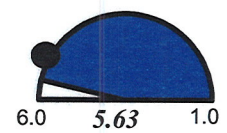
Customer Satisfaction

Target = 90% satisfaction this month



Employee Satisfaction

Target = 5.0 score this month



● Target shown on gauge
00.00 Figure for Current Month

--- Target shown on trend graph
— 3-month rolling average

I-A

EXHIBIT "A"

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Reliability-Potable/Nonpotable

MONTHLY STATUS REPORT

Metric Owner: Water Ops

Definition of Measure:

The relative magnitude of system outages due to failures or scheduled maintenance for Potable and Non Potable Water.

Method:

Summation of the time any part of the system was out of service times the number of customers affected by the given outage during the month.

Data Collection

Data was derived from the CSR database for customer based reports of "no water" and from the work order database for scheduled maintenance requiring the shut down of water service during repairs.

Current Issues

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	184.00		<i>Thru:</i> July 2011
September 2010	95.80		<i>Goal:</i> 200.00
October 2010	57.80		
November 2010	65.83		
December 2010	69.17		
January 2011	103.20		
February 2011	20.33		
March 2011	59.22		
April 2011	120.60		
May 2011	45.68		
June 2011	283.80		
July 2011	62.33		

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Sewer Spills

MONTHLY STATUS REPORT

Metric Owner: Gregory Springman

Collection System Manager

Definition of Measure:

Number of sewer overflows of any quantity, regardless of cause, in IRWD's sanitary sewer collection system. This does not include spills from private sewers within IRWD's service area. IRWD has no control over private spills and is not responsible for them. However, it should be noted that IRWD will assist the County Health Care Agency in responding to and cleaning up private spills in the interest of the community.

Method:

Total number of IRWD sewer spills

Data Collection

Data is obtained from the California State Water Boards CIWQS data base for reporting SSO's.

Current Issues

1. September, 2010 - Irvine, 8" VCP. 100 gals SSO with 100% gals of wastewater contained and recovered. Caused by root intrusion.
2. October, 2010 - Irvine, 8" VCP. 200 gals SSO with 100% of wastewater contained and recovered. Caused by root intrusion.
3. June, 2011 - MWRP MPS-3 Forcemain Pigging Operation, debris blockage occurred at the termination point of the 18" MPS-3 forcemain during pigging operation due to large volumes of debris accumulation. 250 gals SSO with 250 gals of wastewater contained and recovered.
4. July, 2011 - MWRP MPS-3 Forcemain Pigging Operation (2nd Phase), debris blockage occurred at the termination point of the 18" MPS-3 forcemain during pigging operation due to large volumes of debris accumulation. 25 gals SSO with 25 gals of wastewater contained and recovered.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	0		<i>Thru:</i> July 2011
September 2010	1.00		<i>Goal:</i> 0
October 2010	1.00		
November 2010	0		
December 2010	0		
January 2011	0		
February 2011	0		
March 2011	0		
April 2011	0		
May 2011	0		
June 2011	1.00		
July 2011	1.00		

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

OCSD CORF Flows

MONTHLY STATUS REPORT

Metric Owner: Wayne Posey

Director of Wastewater Operations

Definition of Measure:

Estimated CORF flow for current FY. CORF flow ownership as of the end of FY 2009/2010 was 8.62 MGD.

Method:

IRWD's CORF flow is derived by using the actual Main Street Flume Meter flow and subtracting the MWRP biosolid discharge flow and all non Revenue Area 14 (IRWD) flows tributary to the Main Street Flume meter/MWRP and adding in the San Joaquin Hills Planned Community flow and flow discharges from the Gas Recovery System (Formerly Laidlaw) for the FY four calendar months with the highest flow totals multiplied by three, averaging the result thereof with the same result of the same calculation for the preceding two fiscal years and adding in the current IBC transfer flow.

Note: All of the Newport Coast flows with the exception of the San Joaquin Hills Planned Community and Gas Recovery System flow are excluded from IRWD's CORF flow calculation. The OCSD's 1988 Downcoast Area Agreement only requires for IRWD to provide local wastewater collection service and requires OCSD to provide wastewater regional collection, transmission, treatment and disposal for that area.

Data Collection

The OCSD's Monthly Gallonage Flow Summary Report provides the actual flows used in calculating IRWD's CORF flow. This includes the Main Street Flume Meter actual monthly flow. All non Revenue Area 14 (IRWD) flows that are tributary to the Main Street Flume Meter is adjusted every year based on the results of OCSD's Flow Verification Study. The San Joaquin Hills Planned Community flow is adjusted every year based on the results of IRWD's Flow Verification Study. The Gas Recovery System flow is the actual monthly meter flow. The IBC transfer flow is adjusted every five years based on the results of OCSD's Flow Verification Study.

Current Issues

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	4.68		<i>Thru:</i> July 2011
September 2010	4.69		<i>Goal:</i> 4.95
October 2010	4.68		
November 2010	4.70		
December 2010	4.78		
January 2011	4.91		
February 2011	4.92		
March 2011	4.92		
April 2011	4.92		
May 2011	4.93		
June 2011	4.95		
July 2011	3.71		

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

OSHA Recordables

MONTHLY STATUS REPORT

Metric Owner: Ken Erwin

District Safety & Security Manager

Definition of Measure:

OSHA Recordables are a monthly measure of injuries and illnesses that occurred and must be entered on the OSHA 300 (Log of Work Related Injuries and Illnesses), in conformance with OSHA requirements. This measure is standardized not only in the water/wastewater industry, but throughout industries nationwide.

Method:

OSHA Recordables = Number of OSHA Recordable cases occurring during the subject month.

Data Collection

All injuries/illnesses and near-misses are reported to the District Safety & Security Manager immediately when they occur. All are investigated and cases meeting the recordable definition are logged. This measure simply reports the number of accidents whose occurrence date is within the calendar month.

Current Issues

1. Operations Supervisor was stung by two bees while installing a sewer plug (pig), resulting in skin reaction and swelling
2. Metering Systems Technician II contusion to middle finger knuckle on right hand on meter box

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	2.00		<i>Thru:</i> July 2011
September 2010	2.00		<i>Goal:</i> 0
October 2010	2.00		
November 2010	0		
December 2010	1.00		
January 2011	1.00		
February 2011	1.00		
March 2011	2.00		
April 2011	1.00		
May 2011	1.00		
June 2011	2.00		
July 2011	2.00		

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

MWRP Energy Cost per kWh

MONTHLY STATUS REPORT

Metric Owner: Wayne Posey

Director of Wastewater Operations

Definition of Measure:

Actual MWRP Cost per kWh used at MWRP with new generating facility.

Method:

MWRP cost per kWh is calculated by the monthly total energy purchased from imported SCE electricity, purchased natural gas for the generators from Coral Energy, and SCG natural gas transportation charge divided by the total monthly kWh generated and imported from SCE. We then add in actual maintenance costs, including g/a.

Data Collection

Data collected from actual monthly SCE, Coral Energy and SCG Invoices. Total kWh is collected from the two generator kWh meters and SCE main electric meter.

Current Issues

1. Information not available.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	.11		<i>Thru:</i> July 2011
September 2010	.10		<i>Goal:</i> .08
October 2010	.09		
November 2010	.09		
December 2010	.09		
January 2011	.09		
February 2011	.09		
March 2011	.09		
April 2011	.09		
May 2011	.09		
June 2011	.10		
July 2011	Not available		

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Wastewater Cost

MONTHLY STATUS REPORT

Metric Owner: Wayne Posey

Director of Wastewater Operations

Definition of Measure:

Total cost of collection and treatment (primary, secondary, and solids disposal) of wastewater, on a unit basis (\$/million gallons) for this month.

Method:

(MWRP cost of collections(G/L #530) + MWRP cost of treatment(G/L #551,552,565) + OCSD cost(G/L #535,555) + SMWD cost(G/L #531,556)) divided by the total sewage flows emanating from OCSD District #14 (Includes MWRP flow + OCSD flow + SMWD flow)

Data Collection

Data used for this measure are collected from the general ledger and from Orange County Sanitation District (OCSD) and Santa Margarita Water District (SMWD) staff. Costs and flows from OCSD District #7 are not included in the calculation.

Current Issues

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	1,982.00	2,339.00	<i>Thru:</i> July 2011
September 2010	2,169.00	2,362.00	<i>Goal:</i> 2,378.00
October 2010	2,167.00	2,356.00	
November 2010	2,206.00	2,363.00	
December 2010	2,183.00	2,358.00	
January 2011	2,155.00	2,355.00	
February 2011	2,492.00	2,380.00	
March 2011	2,277.00	2,375.00	
April 2011	2,297.00	2,378.00	
May 2011	2,143.23	2,375.00	
June 2011	1,973.19	2,378.00	
July 2011	2,393.00	2,380.00	

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Water System Cost--Potable

MONTHLY STATUS REPORT

Metric Owner: Denise To-Nguyen

Accountant

Definition of Measure:

Total cost of potable water delivered to IRWD's customers this month, on a unit basis (\$/acre-foot). These monthly costs can vary greatly due to variation in water sales and power cost billing cycles. Thus, monthly expenses do not match up with their corresponding water sales.

Method:

Sum of all potable water costs accrued this month divided by the quantity of potable water sold this month.

Data Collection

Potable water costs collected from current month general ledger. This cost includes labor, power, distribution, and other costs. The quantity of water sold is collected from the Water Usage Variance Report, which summarizes metered water sales. Wide fluctuations in this measure may occur due to the billing delays for such expenses as electrical power (ie, bills are not paid in the same month as the water is sold).

Current Issues

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	906.37	814.86	<i>Thru:</i> July 2011
September 2010	834.75	837.90	<i>Goal:</i> 855.00
October 2010	857.34	868.51	
November 2010	1,109.19	862.36	
December 2010	1,172.08	878.12	
January 2011	957.53	902.95	
February 2011	937.62	903.89	
March 2011	1,031.46	897.43	
April 2011	951.24	873.74	
May 2011	728.69	920.18	
June 2011	1,005.05	943.89	
July 2011	798.49	854.55	

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Water System Cost--Nonpotable

MONTHLY STATUS REPORT

Metric Owner: Denise To-Nguyen

Accountant

Definition of Measure:

Total cost of nonpotable water delivered to IRWD's customer this month, on a unit basis (\$/acre-foot). These monthly costs can vary greatly due to variation in water sales and power cost billing cycles. Thus, monthly expenses do not match up with their corresponding water sales.

Method:

Sum of all nonpotable water costs accrued this month divided by the quantity of nonpotable water sold this month.

Data Collection

Nonpotable water costs collected from current month general ledger. This cost includes labor, power, distribution, and other costs related to tertiary treatment and reclaimed water distribution. The quantity of water sold is collected from the Water Usage Variance Report, which summarizes metered water sales. Wide fluctuations in this measure may occur due to the billing delays for such expenses as electrical power (ie, bills are not paid in the same month as the water is sold).

Current Issues

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	376.24	397.83	<i>Thru:</i> July 2011
September 2010	393.78	405.18	<i>Goal:</i> 432.00
October 2010	508.51	473.71	
November 2010	840.22	547.10	
December 2010	854.69	597.27	
January 2011	1,186.35	722.95	
February 2011	905.02	607.02	
March 2011	1,000.90	707.32	
April 2011	777.61	563.92	
May 2011	424.12	452.90	
June 2011	471.96	413.85	
July 2011	394.00	432.00	

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Enterprise Return

MONTHLY STATUS REPORT

Metric Owner: Jayne George

Debt and Investment Analyst

Definition of Measure:

This is a monthly measure of performance by IRWD's various enterprise activities, including residential and commercial real estate, Strawberry Farms Golf Course, and wireless communications leases.

Method:

Enterprise Return = Actual Net Income/Budgeted Net Income x 100

Data Collection

The various enterprise activities generate revenues and expenses at different frequencies through the year. Except for the real estate projects, the enterprise projects are primarily revenue generating activities with relatively little associated expenses. The measure reflects a comparison between the actual and budgeted net income of the various projects on a monthly basis.

Current Issues

1. The July measure is above budget at 1.04. The two apartment complexes posted above budget returns. Waterworks Way continues to operate under budget; however 230 Commerce is above budget at this time as two new leases have been signed.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	.93		<i>Thru:</i> July 2011
September 2010	.89		<i>Goal:</i> 1.00
October 2010	.98		
November 2010	.94		
December 2010	.76		
January 2011	1.17		
February 2011	1.04		
March 2011	1.02		
April 2011	1.06		
May 2011	1.02		
June 2011	1.05		
July 2011	1.04		

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Overhead Ratio

MONTHLY STATUS REPORT

Metric Owner: Jessica Craig

Accountant

Definition of Measure:

Overhead Ratio is a measure of general and administrative (G&A) overhead expenses compared to direct labor expenses.

Method:

Ratio of total G&A expenses to total direct labor (including regular and overtime wages).

Data Collection

G&A expenses are summarized from the general ledger and include all costs incurred that are not directly accounted to mission-critical work (charged to g/l #792). Direct labor expenses are the hourly staff charges accounted to mission-critical work (generally charged to expense codes #110 and #120). Benefits are considered G&A, not direct labor expenses.

Current Issues

1. Information not available at time of reporting.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	1.79		<i>Thru:</i> July 2011
September 2010	1.73		<i>Goal:</i> 1.90
October 2010	1.58		
November 2010	1.54		
December 2010	1.87		
January 2011	2.13		
February 2011	1.72		
March 2011	1.92		
April 2011	1.72		
May 2011	1.06		
June 2011	1.36		
July 2011	Not available		

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Customer Satisfaction

MONTHLY STATUS REPORT

Metric Owner: Gina Jackson

Customer Service Manager

Definition of Measure:

Customer Satisfaction is measured by IRWD's Customer Satisfaction Index. The index is measured by sending surveys to a statistically-significant, random selection of customers that have called IRWD for some type of service. Services range from answering questions about water conservation or billing to repairing a sewer blockage in the street. The surveys allow the customer to rate IRWD's response to their request in eight categories. Each category is rated from 1 to 5, with 1 indicating the highest level of satisfaction. A total score of 100 indicates the highest level of satisfaction in all eight categories. The scores of all responses in the subject month are a weighted average for the monthly index figure.

Method:

Data Collection

Surveys are mailed at the end of each work week for the customer requests completed that week. The monthly index reflects the surveys received within the subject month.

Current Issues

1. Total Overall Satisfaction: 95%
Satisfaction: 94%
Timely: 95%
Phone: 91%
Field Contact: 100%

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	100.00		<i>Thru:</i> July 2011
September 2010	96.00		<i>Goal:</i> 90.00
October 2010	100.00		
November 2010	98.00		
December 2010	99.00		
January 2011	98.00		
February 2011	100.00		
March 2011	97.00		
April 2011	98.00		
May 2011	98.00		
June 2011	98.00		
July 2011	95.00		

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Employee Satisfaction

MONTHLY STATUS REPORT

Metric Owner: Gretchen Maswadeh

Human Resources Manager

Definition of Measure:

Level of employee satisfaction with employment at IRWD.

Method:

Average of all scores on surveys for performance evaluations presented this month

Data Collection

A survey is sent to each employee receiving a performance evaluation this month. The survey simply asks the employee to rate his/her overall employment satisfaction on a scale of 1 to 6 (1 being very dissatisfied and 6 being very satisfied). The ratings are compiled and averaged by Human Resources.

Current Issues

1. 8 surveys were returned of 28 surveys sent (29%). 7 of 8 respondents (88%) rated satisfaction as 5 or 6 on a scale of 1 to 6. In the 12 month period ending July 2011, 103 surveys have been returned of 290 surveys sent (36%). 90 of 103 respondents (87%) rated satisfaction as 5 or 6 on a scale of 1 to 6. 12 month average rating is 5.28%.

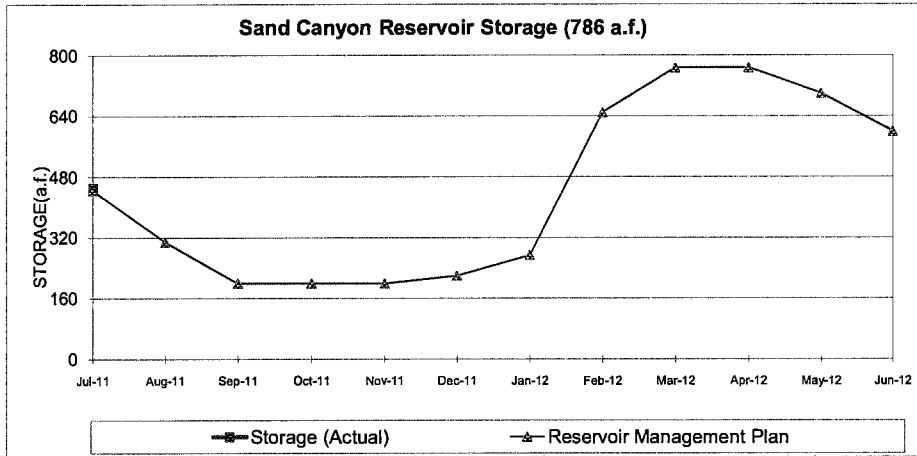
MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> August 2010
August 2010	5.75		<i>Thru:</i> July 2011
September 2010	3.86		<i>Goal:</i> 5.00
October 2010	5.38		
November 2010	5.13		
December 2010	5.56		
January 2011	5.00		
February 2011	5.20		
March 2011	5.50		
April 2011	5.46		
May 2011	5.33		
June 2011	5.50		
July 2011	5.63		

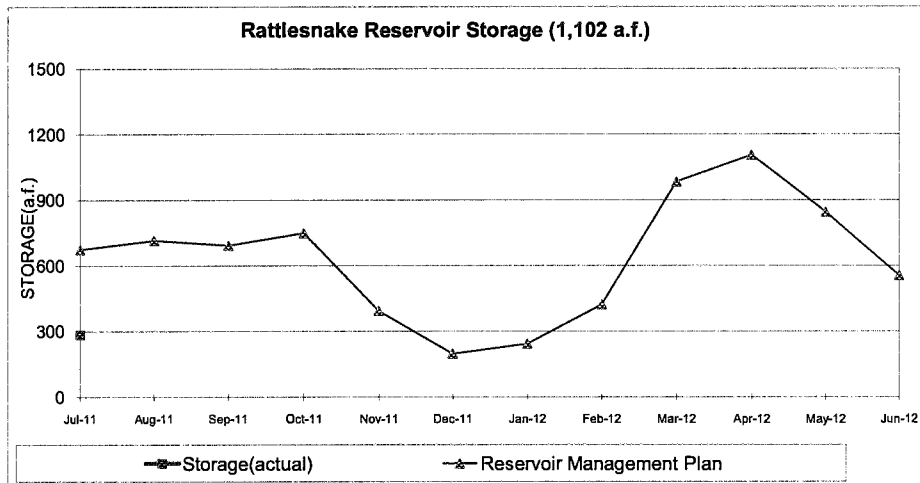
EXHIBIT "B"

DYER ROAD WELL FIELD STATUS							Jul-2011
Well Number	Production Mo./YTD	Ref. Point Elevation	Depth to Water 7/31/2011	Water Level-MSL	Depth of Bowls	Bowl Setting-MSL	Feet of Water Above Intake
1	0.0 AF 0.0 AF	34	N/A	N/A	270	-236	N/A
2	0.8 AF 0.8 AF	37	59	-23 Static	270	-234	211
3	0.0 AF 0.0 AF	55	73	-18 Static	215	-160	142
4	0.0 AF 0.0 AF	38	61	-23 Static	216	-178	155
5	0.0 AF 0.0 AF	48	65	-17 Static	290	-242	225
6	7.5 AF 7.5 AF	43	62	-19 Static	250	-207	188
7	0.0 AF 0.0 AF	40	61	-21 Static	290	-250	229
C-8 DATS	418.6 AF 418.6 AF	37	111	-74 pumping	305	-268	194
C-9 DATS	315.4 AF 315.4 AF	23	112	-89 pumping	305	-282	193
10	6.3 AF 6.3 AF	47	63	-16 Static	250	-203	187
11	0.0 AF 0.0 AF	40	61	-21 Static	300	-260	239
12	0.0 AF 0.0 AF	51	69	-18 Static	300	-249	231
13	0.1 AF 0.1 AF	40	59	-19 Static	300	-260	241
14	0.0 AF 0.0 AF	47	64	-17 Static	311	-264	247
15	0.0 AF 0.0 AF	44	61	-17 Static	300	-256	239
16	0.2 AF 0.2 AF	47	65	-18 Static	280	-233	215
17	1.6 AF 1.6 AF	52	68	-17 Static	250	-199	182
18	0.0 AF 0.0 AF	45	61	-16 Static	300	-255	239
Clear production: FYTD:	16.5 AF for the month 16.5 AF						
DATS production: FYTD:	734.0 AF for the month 734.0 AF						

RESERVOIR DATA FY 11-12

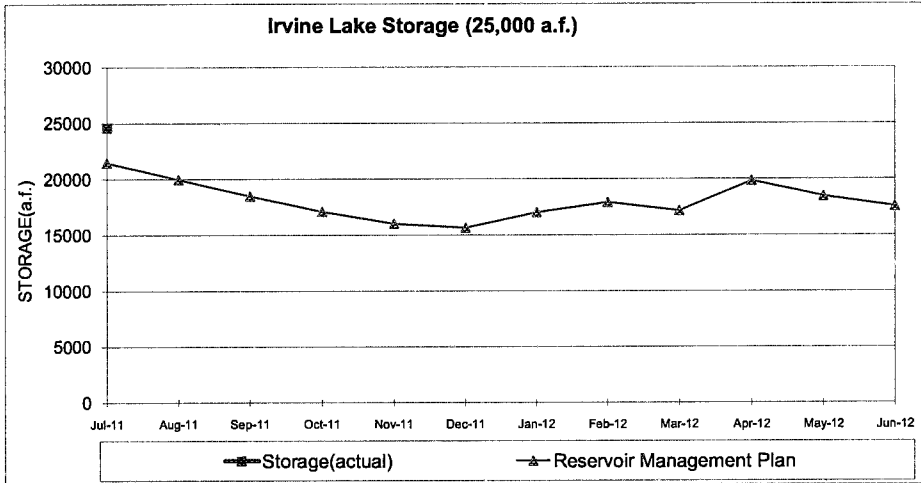


Storage was under 200 AF by October 1 as required by Regional Board permit. Sand Canyon will draft down over the next few months.

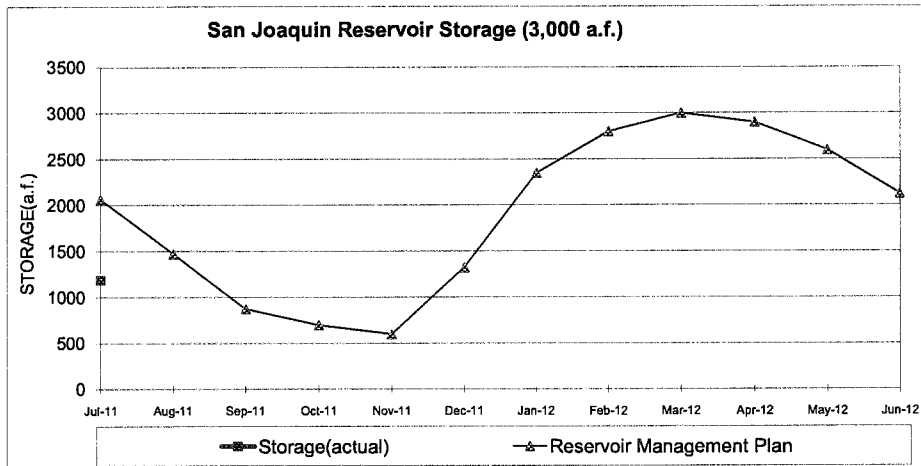


Rattlesnake storage is on track after responding to storms in December and January.

RESERVOIR DATA FY 11-12



Irvine Lake is not spilling due to the installation of the flash boards April 1st.




All Lake Forest reclaimed demand is being supplied from the East Irvine Zone B system.

August 22, 2011

Prepared by: K. McLaughlin

Submitted by: B. Beeman

Approved by: Paul Cook 

CONSENT CALENDAR

2011 FEDERAL LEGISLATIVE UPDATE

SUMMARY:

This report provides an update on federal legislation of interest to IRWD including the proposed Clean Water Act Guidance and new legislation related to water infrastructure financing and Property Assessed Clean Energy (PACE) programs.

Staff recommends that the Board adopt a SUPPORT position on House Resolution (H.R.) 2599 (Hayworth – NY).

BACKGROUND:

Clean Water Act Guidance Update:

On July 7 the House Appropriations Committee on Interior and Environment approved the 2012 Interior and Environment Appropriations Bill by a vote of 8 to 5. The bill now goes to the full Appropriations Committee. Included in the bill was a policy rider prohibiting the Environmental Protection Agency from changing the definition of navigable waterways under the Clean Water Act. A similar provision had already been included in the Energy and Water Appropriations bill prohibiting the Army Corps of Engineers from implementing the Draft Guidance. If these provisions are adopted as part of the FY 2012 budget package, the proposed Draft Clean Water Act Guidance will be halted. Additionally, the House passed H.R. 2018, introduced in reaction to the Draft Guidance, on Wednesday, July 13 by a vote of 239 to 184. This bipartisan legislation, authored by the Transportation and Infrastructure Chair Mica and Ranking Member Rahall, aims to protect states' rights in EPA-approved water quality standards and permitting authority under the Clean Water Act. While H.R. 2018 is not expected to be taken up by the Senate this year, the White House has threatened to veto the bill if it is passed by the Senate.

IRWD submitted its comment letter, which is attached as Exhibit "A", on the Draft Guidance to the EPA and Army Corps of Engineers on July 22. The extended deadline for submitting comments was July 31. The Agencies have indicated that in addition to adopting the Draft Guidance, they will conduct a formal rulemaking process which will provide further opportunity for public comment.

Water Infrastructure Resiliency and Sustainability Act:

California Representative Capps introduced H.R. 2738, the Water Infrastructure Resiliency and Sustainability Act (WIRSA), which would provide \$50 million per year in federal matching funds for water agencies to adapt to climate change. Projects eligible for funding will include:

- Water conservation and efficiency improvements;
- “Green infrastructure” measures that protect source water quality or reduce flood vulnerability;
- Relocation or modification of existing infrastructure that is impaired by changing hydrological conditions;
- Water reuse, recycling, or desalination programs necessary to stabilize the water supplies of existing communities;
- Efforts to enhance energy efficiency or utilize renewable energy in the management and treatment of water; and
- Local or regional studies that identify the particular risks to given communities.

Supporters of the WIRSA proposal include the Association of Metropolitan Water Agencies, the National Association of Clean Water Agencies, the American Water Works Association, the California Association of Sanitation Agencies, the WaterReuse Association, the Western Urban Water Coalition, and the American Public Works Association, among others. Staff will provide updates and recommendations to the Board as appropriate.

H.R. 2599: Protecting States’ Property Assessed Clean Energy Programs:

New York Representative Nan Hayworth and California Representatives Lungren and Thompson introduced H.R. 2599 to protect states’ Property Assessed Clean Energy (PACE) programs. This bill aims to prevent Fannie Mae, Freddie Mac and other Federal residential and commercial mortgage lending regulators from adopting policies that infringe on established state and local property assessed clean energy laws.

The PACE program was established by the Department of Energy in 2009 to encourage property owners to invest in energy efficient improvements on their properties. Enabling legislation in California clarified that PACE programs include water efficiency projects. The program allows for local agencies and willing property owners to enter into contractual assessment agreements for on-site efficiency improvements. Twenty seven states and the District of Columbia have developed programs. H.R. 2599 is a response the declarations made by Fannie Mae, Freddie Mac and the Federal Housing Finance Agency in 2010 stating that the agencies would not fund any mortgages with a PACE assessment attached to the property. This action essentially brought PACE programs to a halt.

H.R. 2599 would protect established PACE programs and allow for the creation of new programs. PACE programs allow local agencies to encourage investment in energy and water efficiency without government subsidies or taxes. Further, these programs have resulted in job creation in the construction industries, and allow property owners to make investments that reduce their monthly utility bills.

IRWD has been supportive of legislation related to the development and protection of PACE programs at both the state and federal level including H.R. 5766 (Thompson) which was introduced in 2010. H.R. 5766 would have required that Fannie Mae and Freddie Mac adopt underwriting standards that are consistent with and facilitate the use of PACE programs for the installation of renewable energy and water efficiency improvements. H.R. 5766 did not move forward in the 111th Congress. At the state level, IRWD supported AB 474 (Blumenfeld) in 2009 which clarified the ability to use contraction assessment funding mechanisms for water efficiency improvements and IRWD sponsored AB 2182 (Huffman), which would have expanded contractual assessment authority to include sewer improvements. Staff recommends that the Board adopt a SUPPORT position on H.R. 2599.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS

This item was reviewed and approved at the Water Resources Policy and Communications Committee on August 15, 2011.

RECOMMENDATION:

THAT THE BOARD ADOPT A SUPPORT POSITION ON HOUSE RESOLUTION 2599 (HAYWORTH-NY).

LIST OF EXHIBITS:

Exhibit "A" – IRWD comment letter on the proposed Clean Water Act Guidance

Exhibit "B" – Fact Sheet: Water Infrastructure Resiliency and Sustainability Act (WIRSA)

EXHIBIT "A"



IRVINE RANCH WATER DISTRICT

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

July 22, 2011

Ms. Donna Downing
Office of Water (4502-T)
Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460
Attn: Docket ID No. EPA-HQ-OW-2011-0409

Mr. David Olson
Regulatory Community of Practice (CECW-CO-R)
U.S. Army Corps of Engineers
441 G Street, N.W.
Washington, D.C. 20314
Attn: Docket ID No. EPA-HQ-OW-2011-0409

Comment Docket ID No. EPA-HQ-OW-2011-0409

RE: Environmental Protection Agency and Army Corps of Engineers Guidance Regarding Identification of Water Protected by the Clean Water Act

Dear Ms. Downing and Mr. Olson:

On behalf of the Irvine Ranch Water District, I write to inform you of our concerns related to the recently released Draft Clean Water Act Guidance. The Guidance greatly expands the scope and definition of "waters of the United States" which will increase federal regulation of water bodies, land adjoining water bodies, and local water projects resulting in increased costs, decreased state and local authority, and potential derailment of water supply projects.

The Draft Guidance goes far beyond what can reasonably be considered "guidance" and instead has clear regulatory implications that will impact a wide array of enforcement actions, permitting decisions and jurisdictional determinations. Promulgating Guidance prior to conducting a rulemaking is inappropriate. Guidance is suitable only to clarify existing regulation. The Draft Guidance introduces new concepts, definitions and tests that will vastly expand the universe of waters defined as waters of the United States. The fact that the Supreme Court has addressed this issue twice in the last decade demonstrates the significance of any shift in Clean Water Act policy as well as the importance of making changes to the Act in a rulemaking process which provides procedural safeguards and allows for judicial review. IRWD strongly urges the Agencies to proceed with a formal rulemaking process instead of adopting the Draft Guidance.

Irvine Ranch Water District: Clean Water Act Draft Guidance Comment Letter
July 22, 2011
Page 2

Irvine Ranch Water District raises the following specific concerns:

1) Water Supply Management Uncertainty

The Draft Guidance would result in significant regulatory uncertainty which could have detrimental impacts on a wide variety of water management programs and projects including: recycled water production and storage, Bureau of Reclamation Title XVI projects, treatment wetlands, surface water storage facilities particularly unlined storage ponds, groundwater recharge projects, water transfer programs, and wetlands restoration projects. Further, the Draft Guidance could significantly limit the ability of water managers to convey water supplies between storage facilities and throughout water distribution systems.

2) Recycled Water Projects Jeopardized

IRWD is a national leader in water recycling and we have grave concerns that Draft Guidance would have a detrimental impact on a variety of recycled water projects and programs throughout California. Recycled water is the most drought proof, sustainable water resource available. Recycled water projects and programs in California help to reduce demands on costly and limited imported supplies from the environmentally-sensitive Sacramento-San Joaquin Delta and the Colorado River. The Draft Guidance could significantly curtail the use of created wetlands for recycled water treatment, add costly and duplicative permitting requirements for all recycled water projects, and impose limitations and prohibitions on the ability to discharge recycled water into settling basins for groundwater recharge. Further, we have concerns that in the absence of an explicit recognition that the Agencies new jurisdictional interpretations will not directly impact entities that engage in water recycling, the Draft Guidance could expand the definition of waters of the United States to include reservoirs, ponds, created wetlands, ditches and other waters used for water recycling and reuse, contrary to past practice and existing regulatory exemptions. In order to protect recycled water investments and supplies, the Guidance should explicitly state that the existing wastewater exemption applies to water recycling projects and facilities and all the accompanying lands and waters directly associated with such facilities.

3) Ditches become Jurisdictional

Under previous Guidance, "ditches" have been generally excluded. Under the Draft Guidance a wide variety of "ditches" including tributaries, roadside, and agricultural ditches would be included in the category of jurisdictional waters. This could have significant impacts on the development, construction and maintenance of water management infrastructure, adding further permitting requirements, significant and unnecessary costs, and administrative requirements and delays to simple water infrastructure projects. This expansive definition of ditches could easily include critical features of water delivery systems, including the Colorado River and California Aqueducts. Labeling this infrastructure as waters of the United States could significantly alter the management of these conveyance facilities upon which millions of Californians depend for their water supplies.

Irvine Ranch Water District: Clean Water Act Draft Guidance Comment Letter
July 22, 2011
Page 3

4) Uniqueness of Arid States Overlooked

The Draft Guidance does not reflect the unique challenges facing water managers in the arid Western United States. There are thousands of miles of existing ditches, canals and spreading basins in the West that transport and store water that has been diverted for agricultural, municipal, and industrial uses. Many of these projects have canals, laterals and drains that, when combined, are longer than most river systems in this country. There are an additional 170 federal water projects in the 17 Western states, which provide water to more than 31 million people, and provide 140,000 farmers with irrigation water on 10 million acres of farmland. Thousands of miles of man-made channels and thousands of water users could be affected by the Draft Guidance if practical limits are not developed. Many of these ditches, canals and spreading basins have existed and been maintained for decades, and some have been in existence for over a hundred years. By not concluding that the operation, maintenance, repair, and rehabilitation of man-made ditches, canals and spreading basins are not subject to 404 jurisdiction because these facilities do not qualify as jurisdictional "waters of the United States" and do not conduct "continuous flow" (per the Scalia test), nor possess a "significant nexus" to traditional navigable waters (under the Kennedy test) for assertion of jurisdiction, the Draft Guidance does not recognize the uniqueness of arid states.

Further, the Draft Guidance would have a detrimental impact on water transfers in California and throughout the West. The Guidance states that the Agencies would have jurisdiction over waters that have significant effects on the chemical, physical or biological integrity of traditional or interstate navigable waters including all tributaries to such waters which would be expanded to include all canals and ditches. This definition would impose new burdensome and unnecessary permitting requirements and costs associated with the use, transfer and exchange of water within the Western States. The development of the Western States was facilitated through the construction and operation of water storage and conveyance projects that allow the use, transfer and exchange of water over both small and large geographic areas. Large and small water projects require the operation, maintenance, improvement, repair and rehabilitation of man-made ditches and canals for the delivery of water. Imposing new permitting requirements on these activities will only further exacerbate the enormous challenges that water projects face in delivering clean water in the face of environmental restrictions that are severely reducing water supplies in some areas. The Western States are faced with the prospect of further future reductions in water supplies and water transfer and exchange projects will play an important role in meeting the needs of both the people who live there and the environment. The proposed Draft Guidance will only hinder the ability to implement and maintain the infrastructure needed to meet these needs.

5) Economic Impacts and Congressional Concerns

Given the current state of the U.S. economy and budget challenges at both the Federal and state levels, the timing of this expansion of federal justification could not be worse. The Agencies estimate that the proposed Guidance will increase federal costs by between \$86.9 million and \$242 million annually. This estimate does not include the state costs associated with administering Clean Water Act programs for newly identified jurisdictional waters including

Irvine Ranch Water District: Clean Water Act Draft Guidance Comment Letter

July 22, 2011

Page 4

issuing permits, developing water quality standards and total maximum daily loads or costs to the regulated community for complying with these programs. The estimates also do not address the costs associated with project delays or abandonment as a result of the implementation of the Draft Guidance.

Further, the Draft Guidance proposes Clean Water Act changes that are very similar to unsuccessful legislation introduced in the 111th Congress. As evidenced by both the letter submitted on April 27 by Representatives Mica and Gibbs and signed onto by 168 Members of Congress and the bipartisan introduction of H.R. 2018 aimed at protecting states' rights in Clean Water Act matters, many Members of Congress have significant concerns about the Draft Guidance and its impact on water supplies throughout the country. If the Administration desires statutory changes to the Clean Water Act, a proposal should be submitted to Congress for legislative action.

Thank you for the opportunity to comment on the proposed Clean Water Act Guidance. While we share your commitment to protecting our nation's water supplies, we fear the approach in the Draft Guidance will have significant unintended impacts to those very supplies. Rather than adopting the Draft Guidance, we strongly urge the Agencies to engage in a formal rulemaking process in which all stakeholders have ample opportunity to provide input. We appreciate your attention to this important matter.

Sincerely,



Paul Cook
Interim General Manager

Cc: The Honorable Lisa P. Jackson, Administrator, US Environmental Protection Agency
The Honorable Jo-Ellen Darcy, Assistant Secretary of the Army, Civil Works
The Honorable Members, Congressional Delegation of Orange County, California
Association of California Water Agencies
WateReuse Association

EXHIBIT “B”

The “Water Infrastructure Resiliency and Sustainability Act”

Helping America’s Water Systems Prepare for the Future

The Need:

The best science we have available today tells us that hydrological conditions across the United States will depart from their historical norms over the next several decades. A 2009 study by the United States Global Change Research Program found that these changes are likely to result in “too little water in some places, too much water in other places, and degraded water quality” in other areas of the country. Numerous other state and regional-level analyses have reached similar conclusions, and EPA Administrator Lisa Jackson recently told Congress that the task of adapting to changing hydrological conditions represents a “significant issue” that water and wastewater systems will have to address.

Data also indicates that local communities will face dramatic costs as they are forced to adapt their water and sewer infrastructure and operations to these new hydrological conditions. A recent study by the National Association of Clean Water Agencies (NACWA) and the Association of Metropolitan Water Agencies (AMWA) found that adaptation costs incurred by water and sewer systems could approach \$1 trillion through 2050 – above and beyond the \$633 billion in traditional infrastructure repair and replacement costs identified by EPA over the next twenty years.

The Response:

The “Water Infrastructure Resiliency and Sustainability Act” will soon be introduced in the House and Senate. Based on legislation first offered in the 111th Congress, the bill will allow communities across the country to compete for federal matching funds to help finance projects that will help their water systems overcome these threats. Projects eligible for funding will include:

- Water conservation and efficiency improvements;
- “Green infrastructure” measures that protect sourcewater quality or reduce flood vulnerability;
- Relocation or modification of existing infrastructure that is impaired by changing hydrological conditions;

- Water reuse, recycling, or desalination programs necessary to stabilize the water supplies of existing communities;
- Efforts to enhance energy efficiency or utilize renewable energy in the management and treatment of water; and
- Local or regional studies that identify the particular risks to given communities.

When applying for funding, water systems will be required to cite the best available data outlining their anticipated risks, and to document how the proposed project will address that specific threat. When awarding funds, EPA will require communities to put up at least a 50 percent cost share, and will give priority to water systems found to be at the greatest and most immediate risk of negative impacts due to changing hydrological conditions. As much as is practicable, EPA will seek to award funds to projects that propose to use innovative approaches to meet their objectives.

The Economic Impact:

Numerous studies have found that investments in water and wastewater infrastructure are an effective economic stimulant. The U.S. Conference of Mayors reports that each dollar invested in water infrastructure increases long-term GDP output by \$6.35, and the Department of Commerce has found that the same dollar yields \$2.62 worth of economic output in other industries. Moreover, each job created in the local water and sewer industry creates 3.68 jobs elsewhere in the national economy.

The legislation's modest authorization of \$50 million per year would create jobs throughout the economy today, while helping water and wastewater systems make infrastructure improvements that will keep clean and safe water flowing to their customers tomorrow.

The Supporters:

The "Water Infrastructure Resiliency and Sustainability Act" has a strong base of supporters in the water and environmental communities, including the Association of Metropolitan Water Agencies (AMWA), the National Association of Clean Water Agencies (NACWA), the American Water Works Association (AWWA), American Rivers, the Association of California Water Agencies (ACWA), the California Association of Sanitation Agencies (CASA), the Water Environment Federation (WEF), the Water Utility Climate Alliance (WUCA), the WaterReuse Association, the Western Urban Water Coalition (WUWC), and the American Public Works Association (APWA).

August 22, 2011

Prepared by: Fournier/Jacobson

Submitted by: Debby Cherney

Approved by: Paul Cook

CONSENT CALENDAR

JULY 2011 FINANCIAL REPORTS

SUMMARY:

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

- A. The Investment Summary Report for July 2011. This Investment Summary Report is in conformity with the 2011 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 July 31, 2011, as outlined in Exhibit "B".
- C. The July 31, 2011 Disbursement Summary of the tabulation of Warrant Nos. 321390 through 322229, Workers' Compensation distributions, payroll withholding distributions, payroll direct deposit ACH payments and voided checks in the total amount of \$24,318,135.84.

FISCAL IMPACTS:

As of July 31, 2011, the book value of the investment portfolio was \$403,641,864 with a 0.49% rate of return and a market value of \$404,176,806. Based on the District's June 30, 2011 quarterly real estate investment rate of return of 10.66%, the District's weighted average return for the fixed income and real estate investments was 1.85%.

As of July 31, 2011, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in July from all swaps was negative \$603,501 and negative \$7,994,364 fiscal year to date.

Wire transfers, ACH payments, and checks issued for debt service, accounts payable, payroll and water purchases for July totaled \$24,318,135.84.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE TREASURER'S INVESTMENT SUMMARY REPORT AND THE MONTHLY INTEREST RATE SWAP SUMMARY FOR JULY 2011; APPROVE THE JULY 2011 DISBURSEMENT SUMMARY OF WARRANTS NOS. 321390 THROUGH 322229, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL DIRECT DEPOSIT ACH PAYMENTS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$24,318,135.84.

LIST OF EXHIBITS:

- Exhibit "A" - Investment Summary Report
- Exhibit "B" - Monthly Interest Rate Swap Summary
- Exhibit "C" - Monthly Summary of District Disbursements

07/31/11

DATE	DESCRIPTION	UNIT	PRICE	AMOUNT	YIELD	STATUS	FAIR VALUE	UNREALIZED GAIN/LOSS
07/29/11	LAIF	State of California Tsy.		\$44,300,000.00	0.450%		\$44,300,000.00	69,837.62
06/28/11	LAIF-IPA	State of California Tsy.		\$50,000,000.00	0.450%		\$50,000,000.00	78,823.50
07/08/11	LAIF-2009A	State of California Tsy.		\$683,278.64	0.450%		\$683,278.64	1,077.17
07/08/11	LAIF-2009B	State of California Tsy.		\$683,278.64	0.450%		\$683,278.64	1,077.17
07/20/11	LAIF BABS	State of California Tsy.		\$132,293,014.86	0.450%		\$132,293,014.86	208,227.70
07/31/11	B of A Tsy. Reserves	Bank of America		754,984.44	0.009%		754,984.44	754,984.44
04/21/10	AAA/AAA/AAA	FNMA - Note		5,000,000.00	1.000%		5,012,550.00	10,437.52
11/04/10	AAA/AAA/AAA	Fed Farm Credit Bank		5,000,000.00	0.515%		4,997,500.00	1,715.10
11/09/11	AAA/AAA/AAA	Fed Farm Credit Bank		5,000,000.00	0.500%		5,000,150.00	100.00
01/11/11	AAA/AAA/AAA	Fed Farm Credit Bank		5,000,000.00	0.750%		4,992,500.00	13,477.50
02/15/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	0.800%		4,984,572.50	5,008,050.00
02/15/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	1.010%		4,979,500.00	15,906.74
02/08/12	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	0.850%		4,985,500.00	5,009,500.00
03/14/13	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	0.500%		4,998,921.12	20,628.88
04/11/13	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	1.013%		5,000,000.00	950.00
04/25/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	0.517%		5,101,115.31	7,584.69
11/23/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	0.750%		5,013,450.00	13,450.00
03/29/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	0.625%		4,955,985.00	38,065.16
08/24/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	1.000%		5,000,000.00	1,900.00
06/27/12	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	0.700%		5,000,000.00	2,650.00
05/10/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	0.950%		4,982,360.82	17,789.18
06/29/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	1.110%		4,998,305.80	5,008,350.00
05/23/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	1.253%		4,999,531.93	12,068.07
05/27/11	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	1.250%		5,000,000.00	10,300.00
06/27/12	AAA/AAA/AAA	FHLMC - Note		10,000,000.00	1.050%		10,000,000.00	(2,800.00)
07/11/12	AAA/AAA/AAA	FHLMC - Note		5,000,000.00	1.125%		5,007,868.24	1,631.76
12/01/10	AAA/AAA/AAA	VRDO		11,280,000.00	0.050%		11,280,000.00	
01/09/08	AAA/AAA/AAA	VRDO		2,000,000.00	2.100%		2,000,000.00	
09/01/10	AAA/AAA/AAA	VRDO		6,700,000.00	0.060%		6,700,000.00	
07/20/10	AAA/AAA/AAA	VRDO		7,500,000.00	0.140%		7,500,000.00	
08/16/10	AAA/AAA/AAA	VRDO		10,000,000.00	0.050%		10,000,000.00	
06/03/11	AAA/AAA/AAA	VRDO		5,000,000.00	0.060%		5,000,000.00	
11/18/10	AAA/AAA/AAA	VRDO		4,900,000.00	0.050%		4,900,000.00	
12/22/10	AAA/AAA/AAA	VRDO		7,900,000.00	0.050%		7,900,000.00	
05/06/11	AAA/AAA/AAA	VRDO		10,000,000.00	0.060%		10,000,000.00	
04/27/11	AAA/AAA/AAA	VRDO		9,600,000.00	0.040%		9,600,000.00	
SUB-TOTAL				\$398,401,013.88			\$398,407,180.10	\$534,941.94
RESTRICTED CASH (Swap Collateral Deposits)								
07/01/11	07/01/11	07/31/11		\$5,234,684.00	0.066%		\$5,234,684.00	
SUB-TOTAL				\$5,234,684.00			\$5,234,684.00	
TOTAL INVESTMENTS				\$403,635,697.88			\$403,641,864.10	\$404,176,806.04
				3,300.00				
				(\$137,496.65)				
				\$394,521,501.23				

DATE	DESCRIPTION	UNIT	PRICE	AMOUNT	YIELD	STATUS	FAIR VALUE	UNREALIZED GAIN/LOSS
07/01/11	07/01/11	07/31/11		\$234,684.00	0.066%		\$234,684.00	
SUB-TOTAL				\$234,684.00			\$234,684.00	
TOTAL INVESTMENTS				\$403,635,697.88			\$403,641,864.10	\$404,176,806.04
				3,300.00				
				(\$137,496.65)				
				\$394,521,501.23				

DATE	DESCRIPTION	UNIT	PRICE	AMOUNT	YIELD	STATUS	FAIR VALUE	UNREALIZED GAIN/LOSS
07/01/11	07/01/11	07/31/11		\$234,684.00	0.066%		\$234,684.00	
SUB-TOTAL				\$234,684.00			\$234,684.00	
TOTAL INVESTMENTS				\$403,635,697.88			\$403,641,864.10	\$404,176,806.04
				3,300.00				
				(\$137,496.65)				
				\$394,521,501.23				

Outstanding Variable Rate Debt
Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps)
Investment Balance:
Portfolio - Average Number of Days To Maturity: 153%

Investment Portfolio	Real Estate Portfolio (%)	Weighted Avg. Return
July	0.49%	1.85%
June	0.52%	1.87%
Change	-0.03%	

IRVINE RANCH WATER DISTRICT
 SUMMARY OF MATURITIES
 07/31/11

PORTFOLIO \$403,621,013

PORTFOLIO

DATE	TOTAL	\$	FAIR	AGENCIES	MUNI	MONEY MARKET SAVINGS & BOND	Collateral * Deposited
8/11	\$308,621,013	76.46%	\$227,751,344		74,880,000	754,984	\$5,234,684
9/11							
10/11							
11/11	\$5,000,000	1.24%		5,000,000			
12/11							
1/12							
2/12							
3/12							
4/12							
5/12							
6/12							
7/12							
SUB-TOTAL	\$313,621,013	77.70%	\$227,751,344	5,000,000	74,880,000	754,984	\$5,234,684
13 Months YEARS							
8/1/2012 - 9/30/2012							
10/1/2012 - 12/31/2012	\$10,000,000	2.48%		10,000,000			
1/1/2013 - 3/31/2013	\$20,000,000	4.96%		20,000,000			
4/1/2013 - 6/30/2013	\$20,000,000	4.96%		20,000,000			
7/1/2013 - 9/30/2013	\$5,000,000	1.24%		5,000,000			
10/1/2013 - 12/31/2013							
1/1/2014 - 3/31/2014	\$5,000,000	1.24%		5,000,000			
4/1/2014 - 6/30/2014	\$25,000,000	6.19%		25,000,000			
7/1/2014 - 9/30/2014	\$5,000,000	1.24%		5,000,000			
TOTALS	\$403,621,013	100.00%	\$227,751,344	95,000,000	74,880,000	754,984	\$5,234,684

% OF PORTFOLIO 56.43% 23.54% 18.55% 0.19% 1.30%

* Return of posted collateral is dependant on interest rates.

IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT
INVESTMENT ACTIVITY
 Jul-11

MATURITIES/SALES

PURCHASES

DATE	SECURITY TYPE	PAR	YIELD	DATE	SECURITY TYPE	PAR	YIELD
7/14/2011	VRDO - Modesto Wtr Due 7/14/2011	\$5,000,000	0.11%	7/14/2011	FNMA Note Due 7/11/2014	\$5,000,000	0.96%
7/28/2011	FNMA Note Due 7/28/2011	\$5,000,000	1.00%				

LAIF ACTIVITY

07/15/11	LAIF	\$54,585
07/15/11	LAIF - JPA	\$59,312
07/15/11	LAIF - 2009A	\$1,838
07/15/11	LAIF - 2009B	\$1,838
07/15/11	LAIF - BABS	\$161,036
07/20/11	LAIF	(\$54,585)
07/20/11	LAIF - JPA	(\$59,312)
07/25/11	LAIF	(\$800,000)
07/26/11	LAIF	(\$4,500,000)
07/28/11	LAIF	\$6,000,000
07/29/11	LAIF	(\$4,400,000)
	Increase/(Decrease)	<u>(\$3,535,289)</u>

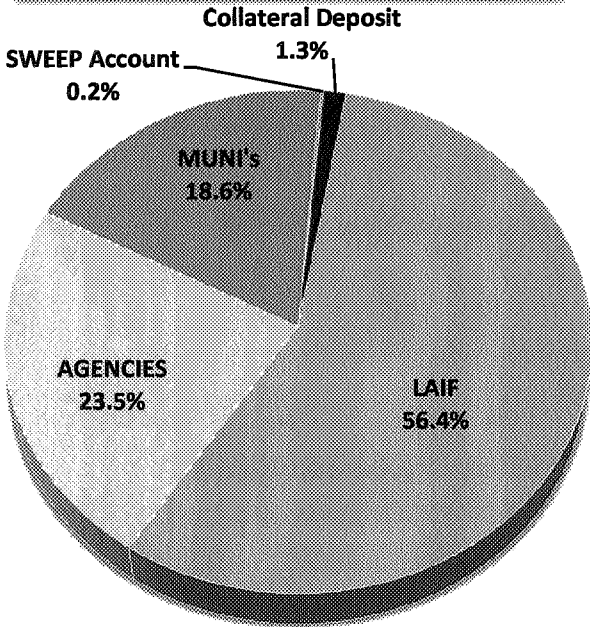
COLLATERALIZED DEPOSIT ACTIVITY

Balance Forward	\$7,343,667
CITIGROUP	<u>(\$2,108,983)</u>
Balance at 7/31	<u>\$5,234,684</u>

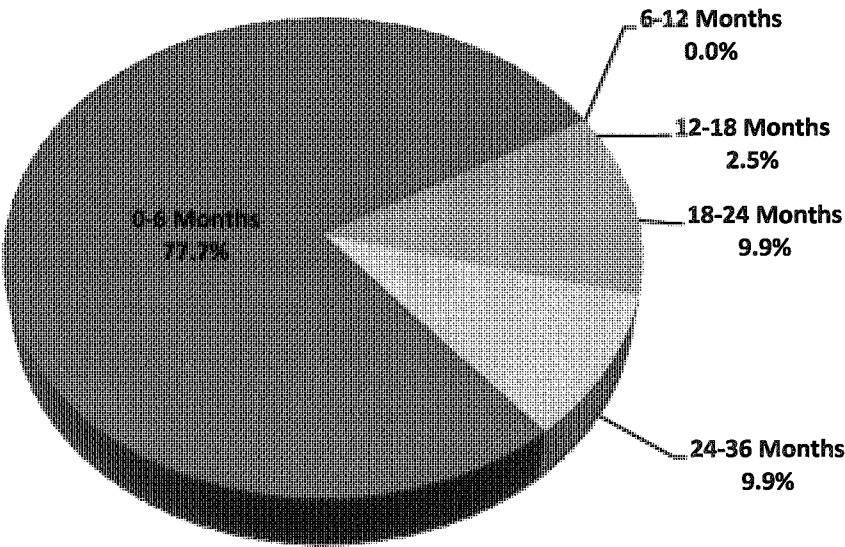
JULY 2011 INVESTMENT PORTFOLIO

As of July 31, 2011

Portfolio by Investment Type



Portfolio by Maturities



**IRVINE RANCH WATER DISTRICT
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL
July 31, 2011**

Exhibit "B"

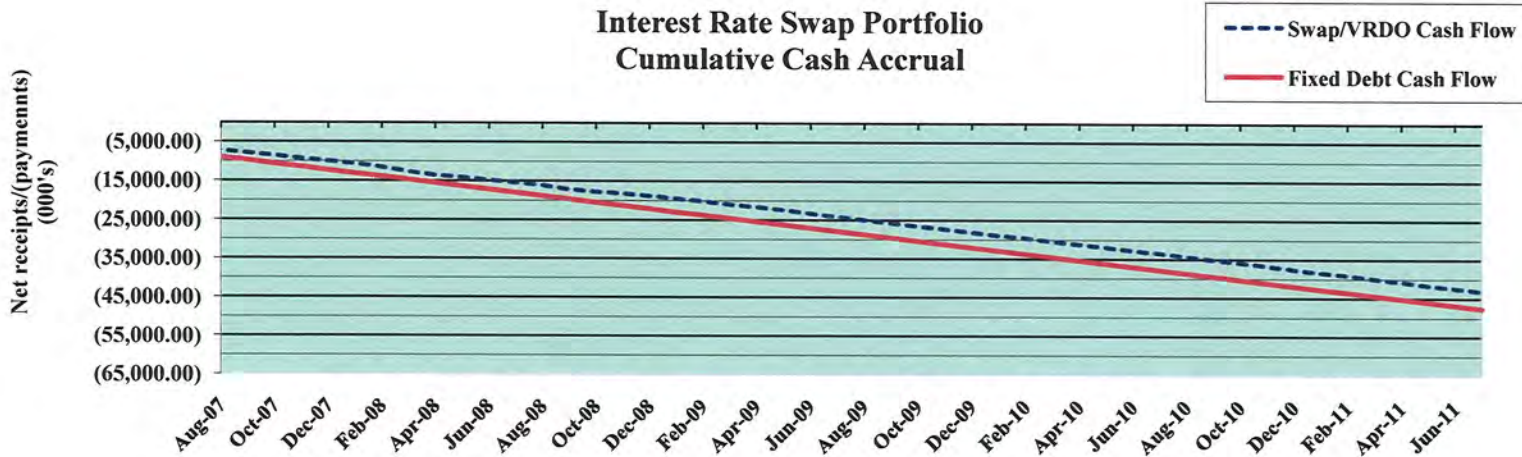
LIBOR Avg %	Prior Mo. 0.20%	Current Mo. 0.19%	12-Mo Avg 0.24%
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Current Fiscal Year Active Swaps								Cash Flow				(Since 6/06)	Mark to Market		Ttl Rtn to Dt
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Unrealized Gain/(Loss)	Net Gain/(Loss)	
Fixed Payer Swaps - By Effective Date															
6/4/2006	6/4/2019	7.8	ML	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (96,671)	\$ (96,889)	\$ (1,283,907)	\$ (3,948,479)	\$ 14,528,099	\$ (5,471,901)	\$ (9,420,380)	
6/4/2006	6/4/2019	7.8	CG	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (96,671)	\$ (96,889)	\$ (1,283,907)	\$ (3,948,479)	\$ 14,346,059	\$ (5,653,941)	\$ (9,602,421)	
6/17/2006	6/17/2019	7.9	CG	\$ 30,000,000	FXP	LIBOR	6.140%	\$ (143,584)	\$ (143,893)	\$ (1,907,044)	\$ (5,842,079)	\$ 21,702,369	\$ (8,297,631)	\$ (14,139,710)	
3/10/2007	3/10/2029	17.6	ML	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (132,578)	\$ (132,915)	\$ (1,759,753)	\$ (5,053,449)	\$ 21,128,702	\$ (8,871,298)	\$ (13,924,747)	
3/10/2007	3/10/2029	17.6	CG	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (132,578)	\$ (132,915)	\$ (1,759,753)	\$ (5,053,449)	\$ 20,534,943	\$ (9,465,057)	\$ (14,518,506)	
Totals/Weighted Avgs				12.4	\$ 130,000,000		5.949%	\$ (602,082)	\$ (603,501)	\$ (7,994,364)	\$ (23,845,936)	\$ 92,240,172	\$ (37,759,828)	\$ (61,605,764)	
Total Current Year Active Swaps					\$ 130,000,000			\$ (602,082)	\$ (603,501)	\$ (7,994,364)	\$ (23,845,936)	\$ 92,240,172	\$ (37,759,828)	\$ (61,605,764)	

Current Fiscal Year Terminated Swaps								Cash Flow				Mark to Market		Ttl Rtn to Dt
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	Unrealized Gain/(Loss)	Net Gain/(Loss)
Total Current Year Terminated Swaps								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Current Fiscal Year - Total Swaps								Cash Flow				Mark to Market		Ttl Rtn to Dt
								Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Unrealized Gain/(Loss)	Net Gain/(Loss)
Total Current Year Active & Terminated Swaps								\$ (602,082)	\$ (603,501)	\$ (7,994,364)	\$ (23,845,936)	\$ 92,240,172	\$ (37,759,828)	\$ (61,605,764)

**Interest Rate Swap Portfolio
Cumulative Cash Accrual**



Cash Flow Comparison Synthetic Fixed vs. Fixed Rate Debt	
	Cash Flow to Date
Synthetic Fixed =	\$43,065,814
Fixed Rate =	\$47,655,564
Assumptions:	
- Fixed rate debt issued at 5.10% in Jun-06, and 4.93% in Mar-07 (estimated TE rates - Bloomberg)	
- 'Synthetic' includes swap cash flow + interest + fees to date	

Exhibit "C"

MONTHLY SUMMARY OF DISTRICT WARRANTS, WIRE TRANSFERS, AND ACH PAYMENTS

JULY
2011



WARRANT NOS. 321390 - 322229	9,952,803.13
(LESS VOIDS)	<u>(421,402.52)</u>
SUB-TOTAL	9,531,400.61
WIRES & ACH PAYMENTS	13,379,527.62
PAYROLL ACH DISBURSEMENTS	<u>1,407,207.61</u>
TOTAL DISTRICT DISBURSEMENTS JULY 2011	<u><u>\$ 24,318,135.84</u></u>

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Payment Register For 01-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Bank Account Currency: USD (US Dollar) Account: Checking AP and PR Page: 1
 Payment Type: All Display Supplier Address: No Payment Currency: USD (US Dollar)

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321390	07-JUL-11	CHEESMAN, ENRIQUE	QUEZON CITY		1,680.00			Negotiable
321391	07-JUL-11	Alejandro Coria			132.00			Negotiable
321392	07-JUL-11	Alvaro Alfaro			110.00			Negotiable
321393	07-JUL-11	Anthony Mossbarger			45.00			Negotiable
321394	07-JUL-11	Casey Karpan			50.00			Negotiable
321395	07-JUL-11	Gregg Danielson			120.00			Negotiable
321396	07-JUL-11	Hector Sanchez			750.00			Negotiable
321397	07-JUL-11	Janet Wells			178.75			Negotiable
321398	07-JUL-11	Jason Tran			130.00			Negotiable
321399	07-JUL-11	Jorge Figueroa			120.00			Negotiable
321400	07-JUL-11	Jose Martinez			29.26			Voided
321401	07-JUL-11	Kirsten McLaughlin			7.65			Negotiable
321402	07-JUL-11	Michele Drzymkowski			76.00			Negotiable
321403	07-JUL-11	Richard Gallegos			132.00			Negotiable
321404	07-JUL-11	Todd Sinclair			165.00			Negotiable
321405	07-JUL-11	AAF INTERNATIONAL			85.86			Negotiable
321406	07-JUL-11	AARP HEALTH CARE OPTIONS			210.92			Negotiable
321407	07-JUL-11	ACTION ELECTRIC CORP			302.00			Negotiable
321408	07-JUL-11	ACWA HEALTH BENEFITS AUTHORITY			30,680.02			Negotiable
321409	07-JUL-11	ADS LLC			1,936.50			Negotiable
321410	07-JUL-11	ADVANCED INDUSTRIAL SERVICES INC			150,480.00			Negotiable
321411	07-JUL-11	AIRGAS-WEST, INC.			336.73			Negotiable
321412	07-JUL-11	ALHAMBRA FOUNDRY CO LTD			9,091.72			Negotiable
321413	07-JUL-11	ANDERSEN, GLENNA			1,320.00			Negotiable
321414	07-JUL-11	ARMORCAST PRODUCTS COMPANY			5,219.31			Negotiable
321415	07-JUL-11	ASSIFI, ITAWAB			1,560.00			Negotiable
321416	07-JUL-11	ASSOCIATED POWER INC			1,833.94			Negotiable
321417	07-JUL-11	AST CORPORATION			246,404.71			Negotiable
321418	07-JUL-11	AT&T			578.28			Negotiable
321419	07-JUL-11	BAILLEY, OFELIA			1,200.00			Negotiable
321420	07-JUL-11	BALLARD, CARL			1,800.00			Negotiable
321421	07-JUL-11	BANK OF NEW YORK MELLON TRUST COMPANY NA			1,171.30			Negotiable
321422	07-JUL-11	BARTEL, TINA			579.94			Negotiable
321423	07-JUL-11	BAY SECURITY			270.00			Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Payment Register For 01-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Bank Account Currency: USD (US Dollar) Account: Checking AP and PR Payment Currency: USD (US Dollar) Page: 2
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared	Cleared Amount	Status
Payment Document : IRWD CHECK								
321424	07-JUL-11	BEAMAN CONCRETE PUMPING			275.00			Negotiable
321425	07-JUL-11	BILL'S SWEEPING SERVICE INC			770.00			Negotiable
321426	07-JUL-11	BIOMAGIC INC			9,320.15			Negotiable
321427	07-JUL-11	BLASICK, DIANE			1,080.00			Negotiable
321428	07-JUL-11	BORCHARD SURVEYING & MAPPING, INC.			11,300.00			Negotiable
321429	07-JUL-11	BORKMAN, CHARLES E			1,500.00			Negotiable
321430	07-JUL-11	BRADLEY, CARRIE			1,800.00			Negotiable
321431	07-JUL-11	BRENTAG PACIFIC INC			3,062.40			Negotiable
321432	07-JUL-11	C WELLS PIPELINE MATERIALS INC			864.56			Negotiable
321433	07-JUL-11	CALIFORNIA BARRICADE INC			680.00			Negotiable
321434	07-JUL-11	CALPI INC			7,795.79			Negotiable
321435	07-JUL-11	CANDELA CORPORATION			38.29			Negotiable
321436	07-JUL-11	CANON BUSINESS SOLUTIONS INC			8,345.09			Negotiable
321437	07-JUL-11	CANON FINANCIAL SERVICES INC			8,015.44			Negotiable
321438	07-JUL-11	CDW GOVERNMENT LLC			996.00			Negotiable
321439	07-JUL-11	CELAYA, MARY			1,800.00			Negotiable
321440	07-JUL-11	CITY OF IRVINE			156.89			Negotiable
321441	07-JUL-11	CITY OF ORANGE			230.00			Negotiable
321442	07-JUL-11	CLEARINGHOUSE			574.16			Negotiable
321443	07-JUL-11	COASTAL TRAFFIC SYSTEMS, INC			8,275.00			Negotiable
321444	07-JUL-11	COMILLAS, TEOFY E			1,800.00			Negotiable
321445	07-JUL-11	COMMERCE ENERGY INC			526.28			Negotiable
321446	07-JUL-11	COMMERCIAL ROOFING SYSTEMS INC			17,766.90			Negotiable
321447	07-JUL-11	COMPAIR			308.91			Negotiable
321448	07-JUL-11	CONYBEARE INC			4,196.59			Negotiable
321449	07-JUL-11	CONTROLLED MOTION SOLUTIONS, INC			508.13			Negotiable
321450	07-JUL-11	CORRPRO COMPANIES INC			18,330.00			Negotiable
321451	07-JUL-11	COX COMMUNICATIONS			61.31			Negotiable
321452	07-JUL-11	CRAWFORD, JOHN P			1,320.00			Negotiable
321453	07-JUL-11	CRAY, DONALD L			115.99			Negotiable
321454	07-JUL-11	CYBERNETICS			5,630.00			Negotiable
321455	07-JUL-11	D & G SIGNS			278.06			Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Payment Register For 01-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Bank Account Currency: USD (US Dollar) Account: Checking AP and PR Page: 3
 Payment Type: All Display Supplier Address: No Payment Currency: USD (US Dollar)

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Amount	Status
Payment Document : IRWD CHECK							
321456	07-JUL-11	DATA CLEAN CORPORATION			500.00		Negotiable
321457	07-JUL-11	DATASITE INC			4,112.00		Negotiable
321458	07-JUL-11	DCSE INC			5,260.00		Negotiable
321459	07-JUL-11	DEAKYNE, SCOTT			750.00		Negotiable
321460	07-JUL-11	DEE JASPAR & ASSOCIATES, INC.			88,353.10		Negotiable
321461	07-JUL-11	DELL MARKETING LP			9,385.19		Negotiable
321462	07-JUL-11	DENGER, LOU			1,800.00		Negotiable
321463	07-JUL-11	DETECTION INSTRUMENTS CORP			1,002.42		Negotiable
321464	07-JUL-11	DIGITAL DOLPHIN SUPPLIER			302.33		Negotiable
321465	07-JUL-11	DIONEX CORPORATION			4,466.17		Negotiable
321466	07-JUL-11	DJ NELSON & SON POOL SERVICE			2,251.89		Negotiable
321467	07-JUL-11	DLT&V SYSTEMS ENGINEERING INC			57,725.25		Negotiable
321468	07-JUL-11	DUDEK			13,100.24		Negotiable
321469	07-JUL-11	EAGLE GRAPHICS INC			7,730.95		Negotiable
321470	07-JUL-11	EI&C ENGINEERING INC			3,610.00		Negotiable
321471	07-JUL-11	EISEL ENTERPRISES INC			10,783.38		Negotiable
321472	07-JUL-11	ELABRA INC			5,000.00		Negotiable
321473	07-JUL-11	ENVIRONMENTAL EXPRESS INC			239.43		Negotiable
321474	07-JUL-11	ENVIRONMENTAL RESOURCE ASSOCIATES			285.26		Negotiable
321475	07-JUL-11	ERVIN, CRAIG J			1,800.00		Negotiable
321476	07-JUL-11	ESA PWA			8,256.57		Negotiable
321477	07-JUL-11	EVERGREEN OIL INC			404.00		Negotiable
321478	07-JUL-11	EXPRESSAIR			67.00		Negotiable
321479	07-JUL-11	FARRELL & ASSOCIATES			164.38		Negotiable
321480	07-JUL-11	FERGUSON WATERWORKS			679.04		Negotiable
321481	07-JUL-11	FIDELITY INVESTMENTS			440.00		Negotiable
321482	07-JUL-11	FIDELITY SECURITY LIFE INSURANCE COMPANY			5,791.92		Negotiable
321483	07-JUL-11	FIRST HEALTH LIFE AND HEALTH INSURANCE COMPANY			42.60		Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321484	07	07-JUL-11	FISHER SCIENTIFIC COMPANY LLC		14,143.50			Negotiable
321485	07	07-JUL-11	FOUNTAIN VALLEY PAINTS		620.53			Negotiable
321486	07	07-JUL-11	FRANCHISE TAX BOARD		250.00			Negotiable
321487	07	07-JUL-11	GANAHL LUMBER CO.		3,663.13			Negotiable
321488	07	07-JUL-11	GEICO AS SUBROGEE FOR		3,483.08			Negotiable
321489	07	07-JUL-11	GEISER, DON		1,800.00			Negotiable
321490	07	07-JUL-11	GENTERRA CONSULTANTS INC		3,925.61			Negotiable
321491	07	07-JUL-11	GEORGE YARDLEY CO INC		384.54			Negotiable
321492	07	07-JUL-11	GLOBALSTAR INC		168.65			Negotiable
321493	07	07-JUL-11	GODWIN PUMPS OF AMERICA, INC.		2,433.21			Negotiable
321494	07	07-JUL-11	GOLDEN BELL PRODUCTS		1,683.50			Negotiable
321495	07	07-JUL-11	GOLDEN STATE LABOR COMPLIANCE LLC		3,986.25			Negotiable
321496	07	07-JUL-11	GRAINGER		1,095.15			Negotiable
321497	07	07-JUL-11	GRAYBAR ELECTRIC COMPANY		872.09			Negotiable
321498	07	07-JUL-11	HABIGER, STEVE		1,800.00			Negotiable
321499	07	07-JUL-11	HACH COMPANY		1,244.24			Negotiable
321500	07	07-JUL-11	HDR ENGINEERING INC		138,820.42			Negotiable
321501	07	07-JUL-11	HEANEY, DAVID		1,800.00			Negotiable
321502	07	07-JUL-11	HEARTLAND BUSINESS CREDIT CORPORATION		570.58			Negotiable
321503	07	07-JUL-11	HILL BROTHERS CHEMICAL COMPANY		19,884.89			Negotiable
321504	07	07-JUL-11	HOLLIDAY, MARY E		1,200.00			Negotiable
321505	07	07-JUL-11	HOME DEPOT USA INC		1,206.79			Negotiable
321506	07	07-JUL-11	Hvas Group, LLC		10,000.00			Negotiable
321507	07	07-JUL-11	HYDE, JIM		1,800.00			Negotiable
321508	07	07-JUL-11	IDENTICARD SYSTEMS WORLDWIDE INC		131.09			Negotiable
321509	07	07-JUL-11	INDUSTRIAL ELECTRIC MACHINERY LLC		8,206.82			Negotiable
321510	07	07-JUL-11	INORGANIC VENTURES INC		128.14			Negotiable
321511	07	07-JUL-11	INTERNAL REVENUE SERVICE		25.00			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-JUL-11 To 31-JUL-11
 Account: Checking AP and PR
 Payment Currency: USD (US Dollar)
 Display Supplier Address: No

Report Date: 10-AUG-2011 17:31
 Page: 5

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
321512	07-JUL-11	IRVINE PIPE & SUPPLY INC		2,998.72				Negotiable
321513	07-JUL-11	JAMES STRUNK		499.22				Negotiable
321514	07-JUL-11	JM MCCONKEY AND COMPANY INC		716.43				Negotiable
321515	07-JUL-11	JOHN MICHAEL COVAS		96.50				Negotiable
321516	07-JUL-11	KAMINSKE, ED		900.00				Negotiable
321517	07-JUL-11	KENNAH CONSTRUCTION CO INC		10,650.00				Negotiable
321518	07-JUL-11	KENNEDY/JENKS CONSULTANTS INC		14,557.10				Negotiable
321519	07-JUL-11	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES		1,300.00				Negotiable
321520	07-JUL-11	KIM, SOON TAE		1,800.00				Negotiable
321521	07-JUL-11	KLOER, LUPE		1,700.00				Negotiable
321522	07-JUL-11	KNUTH, MICHAEL C		900.00				Negotiable
321523	07-JUL-11	KONECRANES INC		2,764.05				Negotiable
321524	07-JUL-11	KOVES, JIM		1,560.00				Negotiable
321525	07-JUL-11	LAGUNA BEACH COUNTY WATER DISTRICT		3,506.45				Negotiable
321526	07-JUL-11	LAUREL HILL GIS, INC		1,500.00				Negotiable
321527	07-JUL-11	LEONARD CHALDEZ TREE SERVICE		475.00				Negotiable
321528	07-JUL-11	LGC GEOTECHNICAL, INC.		1,255.00				Negotiable
321529	07-JUL-11	LINDE ELECTRONICS & SPECIALTY		20.39				Negotiable
321530	07-JUL-11	LOOMIS, TERRELL		1,560.00				Negotiable
321531	07-JUL-11	LSA ASSOCIATES INC		13,040.03				Negotiable
321532	07-JUL-11	LYNCH, JAN		1,400.00				Negotiable
321533	07-JUL-11	MARVIN GARDENS LLC		2,593.70				Negotiable
321534	07-JUL-11	MC MASTER CARR SUPPLY CO		506.87				Negotiable
321535	07-JUL-11	MCBAIN INSTRUMENTS		251.56				Negotiable
321536	07-JUL-11	MCCORMICK, LESTER		1,800.00				Negotiable
321537	07-JUL-11	MERCHANTS LANDSCAPE SERVICES INC		3,703.00				Negotiable
321538	07-JUL-11	MOUSE GRAPHICS		1,083.17				Negotiable
321539	07-JUL-11	MUMENTHALER SYLVIA		1,680.00				Negotiable
321540	07-JUL-11	MURCAL INC		521.74				Negotiable

Payment Document : IRWD CHECK

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
321541		07-JUL-11	NATIONAL READY MIXED CONCRETE CO		2,596.05			Negotiable
321542		07-JUL-11	NMG GEOTECHNICAL INC		12,836.60			Negotiable
321543		07-JUL-11	OLIN CORPORATION		50,723.31			Negotiable
321544		07-JUL-11	ON ASSIGNMENT LAB SUPPORT		7,142.04			Negotiable
321545		07-JUL-11	ONESOURCE		7,396.95			Negotiable
321546		07-JUL-11	DISTRIBUTORS LLC ORDONEZ, CYNTHIA		638.50			Negotiable
321547		07-JUL-11	PABIS, SHARON		840.00			Negotiable
321548		07-JUL-11	PACIFIC HYDROTECH CORPORATION		6,330.21			Negotiable
321549		07-JUL-11	PAI SYSTEMS INC		3,087.25			Negotiable
321550		07-JUL-11	PARKHOUSE TIRE INC		1,943.13			Negotiable
321551		07-JUL-11	PAUL E BRADLEY INC		10,530.00			Negotiable
321552		07-JUL-11	PAULUS ENGINEERING INC		11,126.40			Negotiable
321553		07-JUL-11	PAYNE & FEARS LLP		3,340.50			Negotiable
321554		07-JUL-11	PENHALL COMPANY		315.00			Negotiable
321555		07-JUL-11	PERS LONG TERM CARE		1,885.48			Negotiable
321556		07-JUL-11	PHAM, BINH T		1,740.00			Negotiable
321557		07-JUL-11	PINNACLE LANDSCAPE COMPANY		5,936.76			Negotiable
321558		07-JUL-11	PRAXAIR		2,035.32			Negotiable
321559		07-JUL-11	DISTRIBUTION INC PRUDENTIAL OVERALL SUPPLY		978.96			Negotiable
321560		07-JUL-11	PSOMAS		13,832.23			Negotiable
321561		07-JUL-11	QUALITY ENVIRONMENTAL		902.86			Negotiable
321562		07-JUL-11	QUICKEL PAVING INC		350.00			Negotiable
321563		07-JUL-11	R & S SOIL PRODUCTS INC		848.25			Negotiable
321564		07-JUL-11	R&B AUTOMATION INC		16,619.00			Negotiable
321565		07-JUL-11	RBF CONSULTING		34,074.56			Negotiable
321566		07-JUL-11	RJS SOFTWARE SYSTEMS INC		1,520.00			Negotiable
321567		07-JUL-11	RRM DESIGN GROUP		2,025.00			Negotiable
321568		07-JUL-11	SAFECHECKS		1,989.24			Negotiable
321569		07-JUL-11	SANCHEZ, AL		1,000.00			Negotiable
321570		07-JUL-11	SANDERS PAVING INC		2,750.00			Negotiable
321571		07-JUL-11	SANTA ANA BLUE PRINT		104.21			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321572	07-JUL-11	07-JUL-11	SCHAEFER, TOM		1,740.00			Negotiable
321573	07-JUL-11	07-JUL-11	SCHNEIDER AUTOMATION INC		6,500.00			Negotiable
321574	07-JUL-11	07-JUL-11	SEAL ANALYTICAL INC		806.87			Negotiable
321575	07-JUL-11	07-JUL-11	SERFILCO LTD		2,103.66			Negotiable
321576	07-JUL-11	07-JUL-11	SGS NORTH AMERICA INC.		1,275.00			Negotiable
321577	07-JUL-11	07-JUL-11	SIRIUS COMPUTER SOLUTIONS INC		10,927.74			Negotiable
321578	07-JUL-11	07-JUL-11	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		2,470.82			Negotiable
321579	07-JUL-11	07-JUL-11	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		3,536.58			Negotiable
321580	07-JUL-11	07-JUL-11	SOUTHERN CALIFORNIA EDISON COMPANY		106,177.63			Negotiable
321581	07-JUL-11	07-JUL-11	SPATIAL WAVE, INC.		4,320.00			Negotiable
321582	07-JUL-11	07-JUL-11	TESCO CONTROLS INC		875.00			Negotiable
321583	07-JUL-11	07-JUL-11	TESTAMERICA LABORATORIES, INC		3,556.70			Negotiable
321584	07-JUL-11	07-JUL-11	THE FENCE GUY		1,565.00			Negotiable
321585	07-JUL-11	07-JUL-11	THE GAS COMPANY		1,455.50			Negotiable
321586	07-JUL-11	07-JUL-11	THYSSENKRUPP ELEVATOR		2,458.60			Negotiable
321587	07-JUL-11	07-JUL-11	TRIPAC MARKETING INC		815.63			Negotiable
321588	07-JUL-11	07-JUL-11	TROPICAL PLAZA NURSERY INC		16,887.00			Negotiable
321589	07-JUL-11	07-JUL-11	TRUGREEN LANDCARE LLC		495.38			Negotiable
321590	07-JUL-11	07-JUL-11	ULINE INC		86.70			Negotiable
321591	07-JUL-11	07-JUL-11	UNITED PARCEL SERVICE INC		151.11			Negotiable
321592	07-JUL-11	07-JUL-11	UNITED RENTALS NORTHWEST INC		1,461.42			Negotiable
321593	07-JUL-11	07-JUL-11	UNITED SITE SERVICES OF CALIFORNIA INC		139.34			Negotiable
321594	07-JUL-11	07-JUL-11	UNIVAR USA INC		9,589.14			Negotiable
321595	07-JUL-11	07-JUL-11	UNIVERSAL FILTRATION & PUMPING SOLUTIONS INC		4,760.90			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321596	07-JUL-11	07-JUL-11	US PEROXIDE LLC		42,065.85			Negotiable
321597	07-JUL-11	07-JUL-11	VELAZQUEZ, LORETTA		1,800.00			Negotiable
321598	07-JUL-11	07-JUL-11	VERIZON CALIFORNIA INC		209.59			Negotiable
321599	07-JUL-11	07-JUL-11	VULCAN MATERIALS COMPANY		1,237.78			Negotiable
321600	07-JUL-11	07-JUL-11	WALKER, JOHN		1,800.00			Negotiable
321601	07-JUL-11	07-JUL-11	WALTERS WHOLESAL ELECTRIC		256.52			Negotiable
321602	07-JUL-11	07-JUL-11	WAXIE'S		2,584.09			Negotiable
321603	07-JUL-11	07-JUL-11	ENTERPRISES, INC		360.00			Negotiable
321604	07-JUL-11	07-JUL-11	WECK LABORATORIES INC		110.93			Negotiable
321605	07-JUL-11	07-JUL-11	WELLS SUPPLY COMPANY		2,861.37			Negotiable
321606	07-JUL-11	07-JUL-11	WESTERN AV WESTERN EXTERMINATOR COMPANY		1,615.00			Negotiable
321607	07-JUL-11	07-JUL-11	WILHELMI, DOUGLAS GENE		1,800.00			Negotiable
321608	07-JUL-11	07-JUL-11	WILLIAMS, TWILA		788.50			Negotiable
321609	07-JUL-11	07-JUL-11	YSI INCORPORATED		262.37			Negotiable
321610	07-JUL-11	07-JUL-11	ZEBRON CONTRACTING INC		118,500.00			Negotiable
321611	07-JUL-11	07-JUL-11	ZENON ENVIRONMENTAL		264,094.35			Negotiable
321612	12-JUL-11	12-JUL-11	CORPORATION STATE WATER	SACRAMENTO	194,145.30			Voided
321613	12-JUL-11	12-JUL-11	RESOURCES CONTROL BOARD	SACRAMENTO	194,145.30			Voided
321614	12-JUL-11	12-JUL-11	STATE WATER RESOURCES CONTROL BOARD	SACRAMENTO	194,145.30			Negotiable
321615	14-JUL-11	14-JUL-11	LEATHERWOOD CONSTRUCTION INC	IRVINE 2	61,752.69			Negotiable
321616	14-JUL-11	14-JUL-11	James Reed		110.04			Negotiable
321617	14-JUL-11	14-JUL-11	Janet Wells		70.78			Negotiable
321618	14-JUL-11	14-JUL-11	Kirsten McLaughlin		254.40			Negotiable
321619	14-JUL-11	14-JUL-11	Kristin Thomson		203.90			Negotiable
321620	14-JUL-11	14-JUL-11	Luminica Popescu		2,004.90			Negotiable
321621	14-JUL-11	14-JUL-11	Robert Jacobson		52.64			Negotiable
321622	14-JUL-11	14-JUL-11	Steven Malloy		162.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321623		14-JUL-11	Tarja Fournier		20.71			Negotiable
321624		14-JUL-11	A&G INSTRUMENT SERVICE AND CALIBRATION, INC.		551.00			Negotiable
321625		14-JUL-11	ACWA HEALTH BENEFITS AUTHORITY		31,231.90			Negotiable
321626		14-JUL-11	ADAWIYA, MOHAMMAD		28.32			Negotiable
321627		14-JUL-11	AHARONIAN, HAIGANOUSH		50.00			Negotiable
321628		14-JUL-11	AHDOOT, MORRIS		50.00			Negotiable
321629		14-JUL-11	AIRGAS-WEST, INC.		930.32			Negotiable
321630		14-JUL-11	ALI, VEESHAN		50.00			Voided
321631		14-JUL-11	ALMY, JAMES		1.83			Negotiable
321632		14-JUL-11	AMERICAN MESSAGING SERVICES LLC		630.04			Negotiable
321633		14-JUL-11	ANAYA, JACKIE		38.00			Negotiable
321634		14-JUL-11	ANTHEM BLUE CROSS		847.00			Negotiable
321635		14-JUL-11	AOSAFETY		166.50			Negotiable
321636		14-JUL-11	AQUA DULCE WATER		857.54			Negotiable
321637		14-JUL-11	AQUA-METRIC SALES COMPANY		11,907.45			Negotiable
321638		14-JUL-11	AQUACRAFT INC		67,472.41			Negotiable
321639		14-JUL-11	AQUACRAFT INC		17,362.50			Negotiable
321640		14-JUL-11	AT&T		3,438.85			Negotiable
321641		14-JUL-11	AT&T		1,742.71			Negotiable
321642		14-JUL-11	AVISTA TECHNOLOGIES, INC		3,066.21			Negotiable
321643		14-JUL-11	AYRES HOTEL AND SUITES (DBA)		2,586.75			Negotiable
321644		14-JUL-11	BARRY, KRIS		100.39			Negotiable
321645		14-JUL-11	BARSTAD, SOPHIE		50.00			Negotiable
321646		14-JUL-11	BAUER, DAVID		50.00			Negotiable
321647		14-JUL-11	BAUMANN, ANGELA		50.00			Negotiable
321648		14-JUL-11	BECK, YOUNG T		50.00			Negotiable
321649		14-JUL-11	BORCHARD SURVEYING & MAPPING, INC.		4,377.50			Negotiable
321650		14-JUL-11	BROWN, RICHARD C		50.00			Negotiable
321651		14-JUL-11	BRUCE NEWELL		2,500.00			Negotiable
321652		14-JUL-11	BULL, DAVID		50.00			Negotiable
321653		14-JUL-11	BURLINGTON SAFETY LABORATORY OF CALIFORNIA INC		1,219.48			Negotiable
321654		14-JUL-11	CA-NV SECTION AWWA		500.00			Negotiable
321655		14-JUL-11	CADAVONA, EDWIN		40.00			Negotiable
321656		14-JUL-11	CALIFORNIA BARRICADE INC		400.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321657	14-JUL-11		CALIFORNIA TRUCK EQUIPMENT COMPANY		4,916.59			Negotiable
321658	14-JUL-11		CALIFORNIA UTILITY EQUIPMENT INC.		1,790.13			Negotiable
321659	14-JUL-11		CANON BUSINESS SOLUTIONS INC		1,012.50			Negotiable
321660	14-JUL-11		CANON FINANCIAL SERVICES INC		3,204.90			Negotiable
321661	14-JUL-11		CANYON CREEK HOA		50.00			Negotiable
321662	14-JUL-11		CAPTIVE AUDIENCE MARKETING INC.		85.12			Negotiable
321663	14-JUL-11		CHANG, RAY-HUNG		50.00			Negotiable
321664	14-JUL-11		CHAO, MEI-LING		50.00			Negotiable
321665	14-JUL-11		CHEM TECH INTERNATIONAL INC		8,321.50			Negotiable
321666	14-JUL-11		CHEN, PO-YEN		50.00			Negotiable
321667	14-JUL-11		CHENG, HUI Y		50.00			Negotiable
321668	14-JUL-11		CHU, RAYMOND R		18.29			Negotiable
321669	14-JUL-11		CITY CIRCUIT BREAKERS		1,607.33			Negotiable
321670	14-JUL-11		CITY OF IRVINE		156.89			Negotiable
321671	14-JUL-11		CLARK, DALTON		50.00			Negotiable
321672	14-JUL-11		COASTAL TRAFFIC SYSTEMS, INC		1,150.00			Negotiable
321673	14-JUL-11		COMMERCIAL ROOFING SYSTEMS INC		1,974.10			Negotiable
321674	14-JUL-11		CONYBEARE INC		2,208.80			Negotiable
321675	14-JUL-11		CORLETT, BARBARA A		50.00			Negotiable
321676	14-JUL-11		CORPORATE PROPERTY MANAGEMENT		50.00			Negotiable
321677	14-JUL-11		CORRPRO COMPANIES INC		5,500.00			Negotiable
321678	14-JUL-11		COULTER, PAUL E		48.56			Negotiable
321679	14-JUL-11		CRAIG, CHERYL		9.97			Negotiable
321680	14-JUL-11		CRONIN, PATRICK J		50.00			Negotiable
321681	14-JUL-11		DARYANANI, SUNIL		50.00			Negotiable
321682	14-JUL-11		DENIO, GARY		50.00			Negotiable
321683	14-JUL-11		DUDEK		1,029.46			Negotiable
321684	14-JUL-11		ECS HOUSE INDUSTRIES, INC.		28,924.78			Negotiable
321685	14-JUL-11		EMPLOYEE BENEFIT SPECIALIST, INC		735.00			Negotiable
321686	14-JUL-11		ENVIRONMENTAL EXPRESS INC		2,622.94			Negotiable
321687	14-JUL-11		EVOLVE MEDIA		1,218.00			Negotiable
321688	14-JUL-11		FAN, CINDY		50.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321689	14-JUL-11	FEDEX			341.32			Negotiable
321690	14-JUL-11	FELIPE, RENATO			6.48			Negotiable
321691	14-JUL-11	FENG, WEIFENG			39.49			Negotiable
321692	14-JUL-11	FERGUSON, DAVID			3,217.97			Negotiable
321693	14-JUL-11	FIRE EXTINGUISHING SAFETY			472.50			Negotiable
321694	14-JUL-11	FISHER SCIENTIFIC COMPANY LLC			2,996.22			Negotiable
321695	14-JUL-11	FLO-LOC PRODUCTS INTERNATIONAL			1,000.00			Negotiable
321696	14-JUL-11	FLOREK, YANIRA			50.00			Negotiable
321697	14-JUL-11	FLOJID CONSERVATION SYSTEMS INC			96.75			Negotiable
321698	14-JUL-11	FOGELSON, STEPHANIE			50.00			Negotiable
321699	14-JUL-11	FOUNTAIN VALLEY PAINTS			450.61			Negotiable
321700	14-JUL-11	FRANK LA PLACA EXTERMINATING INC			175.00			Negotiable
321701	14-JUL-11	G G GARCIA PLUMBING			861.65			Negotiable
321702	14-JUL-11	GAMMAGE, CHAUNCEY			50.00			Negotiable
321703	14-JUL-11	GARTHWAITE, CHARLENE			50.00			Negotiable
321704	14-JUL-11	GENETEX			30.34			Negotiable
321705	14-JUL-11	GENTERRA CONSULTANTS INC			4,124.21			Negotiable
321706	14-JUL-11	GIBBONS, CHAD			3.25			Negotiable
321707	14-JUL-11	GODWIN PUMPS OF AMERICA, INC.			2,388.15			Negotiable
321708	14-JUL-11	GOLDBERGER, NEIL			50.00			Negotiable
321709	14-JUL-11	GOLDFLUSS, JOHN			50.00			Negotiable
321710	14-JUL-11	GOLDSTEIN, MILTON			50.00			Negotiable
321711	14-JUL-11	GOOD, KAREN			5.54			Negotiable
321712	14-JUL-11	GORAJIA, DEEPA			50.00			Negotiable
321713	14-JUL-11	GORDON, CHARLES H			50.00			Negotiable
321714	14-JUL-11	GRAINGER			4,202.77			Negotiable
321715	14-JUL-11	GRATTON, MATTHEW			74.24			Negotiable
321716	14-JUL-11	GURROLA, RICHARD			50.00			Negotiable
321717	14-JUL-11	HACH COMPANY			619.77			Negotiable
321718	14-JUL-11	HANNA, MAGDY			50.00			Negotiable
321719	14-JUL-11	HANSON, SORREL			21.72			Negotiable
321720	14-JUL-11	HAO, GANG			50.00			Negotiable
321721	14-JUL-11	HASILAM, GARY K			50.00			Negotiable
321722	14-JUL-11	HENDRICKSON, JAMES			50.00			Negotiable
321723	14-JUL-11	HERMANN, JOHN			50.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared	Cleared Amount	Status
Payment Document : IRWD CHECK								
321724		14-JUL-11	HETMAN, WAYNE T		50.00			Negotiable
321725		14-JUL-11	HIATT, RANDALL W		50.00			Negotiable
321726		14-JUL-11	HILL BROTHERS CHEMICAL COMPANY		16,182.12			Negotiable
321727		14-JUL-11	HILL, RHODA		50.00			Negotiable
321728		14-JUL-11	HO, PING-TI		50.00			Negotiable
321729		14-JUL-11	HOLLIGAN, PATRICK		50.00			Negotiable
321730		14-JUL-11	HOMES OF CALIFORNIA		34.87			Negotiable
321731		14-JUL-11	HOPKINS TECHNICAL PRODUCTS INC		5,892.54			Negotiable
321732		14-JUL-11	HU, DANIEL		50.00			Negotiable
321733		14-JUL-11	HUANG, BRANDON		50.00			Negotiable
321734		14-JUL-11	HUMANA INSURANCE COMPANY		25.20			Negotiable
321735		14-JUL-11	HWANG, JUDY		416.23			Negotiable
321736		14-JUL-11	II FUELS INC		11,303.00			Negotiable
321737		14-JUL-11	IQBAL, MOHAMMED		50.00			Negotiable
321738		14-JUL-11	IRVINE PIPE & SUPPLY INC		1,602.37			Negotiable
321739		14-JUL-11	IRWD-PETTY CASH CUSTODIAN		1,331.27			Negotiable
321740		14-JUL-11	JALILI, HOUSHANG		50.00			Negotiable
321741		14-JUL-11	JEONG, SHINKYUN		50.00			Negotiable
321742		14-JUL-11	JF SHEA CONSTRUCTION		779.56			Negotiable
321743		14-JUL-11	JUBAS, LISA		50.00			Negotiable
321744		14-JUL-11	KAHALILI, JAHAN		50.00			Negotiable
321745		14-JUL-11	KARIPINENI, FARAH		50.00			Negotiable
321746		14-JUL-11	KHOLOUSI, TAMER		50.00			Negotiable
321747		14-JUL-11	KOPOWITZ, MARGARET		19.98			Negotiable
321748		14-JUL-11	KUDELL, MARTIN L		50.00			Negotiable
321749		14-JUL-11	KUO, MAY-CHEN		26.47			Negotiable
321750		14-JUL-11	KUSHNER, DANIEL		50.00			Negotiable
321751		14-JUL-11	KWOH, DAISY		50.00			Negotiable
321752		14-JUL-11	LAB SAFETY SUPPLY INC		225.22			Negotiable
321753		14-JUL-11	LAER PEARCE & ASSOCIATES		4,750.00			Negotiable
321754		14-JUL-11	LAUDERDALE, TOM		50.00			Negotiable
321755		14-JUL-11	LEATHERWOOD CONSTRUCTION INC		555,774.19			Negotiable
321756		14-JUL-11	LEE, CHRISTOPHE		50.00			Negotiable
321757		14-JUL-11	LEINEN, PAULA		50.00			Negotiable
321758		14-JUL-11	LEW, ROBIN		50.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321759		14-JUL-11	LO, CYNTHIA		50.00			Negotiable
321760		14-JUL-11	LOAYZA, RICHARDO		50.00			Negotiable
321761		14-JUL-11	MAGGARD, BEN		50.00			Negotiable
321762		14-JUL-11	MARKET-THINK LLC		7,425.00			Negotiable
321763		14-JUL-11	MAZZA, MASSIMO		50.00			Negotiable
321764		14-JUL-11	MBC APPLIED ENVIRONMENTAL SCIENCES		4,000.00			Negotiable
321765		14-JUL-11	MC MASTER CARR SUPPLY CO		1,321.00			Negotiable
321766		14-JUL-11	MELLO, JAN		18.80			Negotiable
321767		14-JUL-11	MELWANI, HARESH		50.00			Negotiable
321768		14-JUL-11	MENTER, TIMOTHY		5.68			Negotiable
321769		14-JUL-11	MISSION COMMUNICATIONS LLC		167.32			Negotiable
321770		14-JUL-11	MOFFATT, URANIA		4.20			Negotiable
321771		14-JUL-11	MOORE, RORY		1,951.41			Negotiable
321772		14-JUL-11	MORRIS, DOROTHY		23.91			Negotiable
321773		14-JUL-11	MOZAYENI, ABDUL		50.00			Negotiable
321774		14-JUL-11	MSC INDUSTRIAL SUPPLY CO		1,708.42			Negotiable
321775		14-JUL-11	MURATORI, WALTER		50.00			Negotiable
321776		14-JUL-11	NAGARAJ, MAHESH		50.00			Negotiable
321777		14-JUL-11	NAKA, MASAFUMI		1.36			Negotiable
321778		14-JUL-11	NATIONAL READY MIXED CONCRETE CO		437.11			Negotiable
321779		14-JUL-11	NEDELMAN, ARNOLD M		50.00			Negotiable
321780		14-JUL-11	NEPTUNE TECHNOLOGY		99,780.30			Negotiable
321781		14-JUL-11	NERMON, MICHAEL		8.59			Negotiable
321782		14-JUL-11	NGUYEN, MAI		48.28			Negotiable
321783		14-JUL-11	NOELL, CHRISTINE		50.00			Negotiable
321784		14-JUL-11	OC AIRPORT OFFICE LLC		50.00			Negotiable
321785		14-JUL-11	OLIN CORPORATION		14,951.24			Negotiable
321786		14-JUL-11	ON ASSIGNMENT LAB SUPPORT		1,244.80			Negotiable
321787		14-JUL-11	ONESOURCE DISTRIBUTORS LLC		4,900.84			Negotiable
321788		14-JUL-11	ORANGE COUNTY VECTOR CONTROL DISTRICT		662.11			Negotiable
321789		14-JUL-11	ORANGE NORTH APARTMENTS		50.00			Negotiable
321790		14-JUL-11	Pacific Elite Communications		750.00			Negotiable
321791		14-JUL-11	PARK AVE IRVINE LP		50.00			Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Payment Register For 01-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Bank Account Currency: USD (US Dollar) Account: Checking AP and PR Payment Currency: USD (US Dollar) Page: 14
 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								
321792		14-JUL-11	PARKER, AUDREY		50.00			Negotiable
321793		14-JUL-11	PATEL, GITA		41.22			Negotiable
321794		14-JUL-11	PATTEN SYSTEMS INC		323.75			Negotiable
321795		14-JUL-11	PAUL E BRADLEY INC		6,547.50			Negotiable
321796		14-JUL-11	PAULUS ENGINEERING INC		31,787.50			Negotiable
321797		14-JUL-11	PENN, NANCY		50.00			Negotiable
321798		14-JUL-11	PRAXAIR DISTRIBUTION INC		481.94			Negotiable
321799		14-JUL-11	PRENTICE, WILLIAM		50.00			Negotiable
321800		14-JUL-11	PROCESS EQUIPMENT COMPANY		15,437.94			Negotiable
321801		14-JUL-11	PRUDENTIAL OVERALL SUPPLY		12.36			Negotiable
321802		14-JUL-11	PSB THE MARKETING SUPERSOURCE		19,431.80			Negotiable
321803		14-JUL-11	QUALITY ENVIRONMENTAL		607.91			Negotiable
321804		14-JUL-11	R&B AUTOMATION INC		690.00			Negotiable
321805		14-JUL-11	R.W. BECK, INC.		11,287.50			Negotiable
321806		14-JUL-11	RAINBOW DISPOSAL CO INC		437.39			Negotiable
321807		14-JUL-11	REACH EMPLOYEE ASSISTANCE INC		808.60			Negotiable
321808		14-JUL-11	RECYCLE DESIGN INC		118.63			Negotiable
321809		14-JUL-11	REED, GLORIA		50.00			Negotiable
321810		14-JUL-11	REED, JAMES D		1,952.14			Negotiable
321811		14-JUL-11	Richard Brown		706.10			Negotiable
321812		14-JUL-11	RIFFEL, BARBARA		50.00			Negotiable
321813		14-JUL-11	RJS SOFTWARE SYSTEMS INC		285.00			Negotiable
321814		14-JUL-11	ROBERTS, PETER		50.00			Negotiable
321815		14-JUL-11	ROEST, MARC A		50.00			Negotiable
321816		14-JUL-11	RUTAN & TUCKER, LLP		3,738.00			Negotiable
321817		14-JUL-11	SANDERS PAVING INC		4,400.00			Negotiable
321818		14-JUL-11	SANTA ANA BLUE PRINT		361.52			Negotiable
321819		14-JUL-11	SEBOEK, JOSEPH		27.14			Negotiable
321820		14-JUL-11	SHAMROCK SUPPLY CO INC		1,257.37			Negotiable
321821		14-JUL-11	SIGMA-ALDRICH INC		164.51			Negotiable
321822		14-JUL-11	SIMI VALLEY LANDFILL AND RECYCLING CENTER		1,054.56			Negotiable
321823		14-JUL-11	SIMONIAN, ANNE		50.00			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-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Account: Checking AP and PR Page: 15
 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								
321824		14-JUL-11	SMART, SUZANNE B		50.00			Negotiable
321825		14-JUL-11	SMITH, KENNETH E		10.46			Negotiable
321826		14-JUL-11	SOUTHERN CALIFORNIA EDISON COMPANY		255,683.15			Negotiable
321827		14-JUL-11	SOUTHERN COUNTIES LUBRICANTS LLC		1,372.26			Negotiable
321828		14-JUL-11	SPERLING, DANA		50.00			Negotiable
321829		14-JUL-11	STANKOVICH, OLGA		50.00			Negotiable
321830		14-JUL-11	STEVEN ENTERPRISES INC		321.31			Negotiable
321831		14-JUL-11	SUNSET INDUSTRIAL PARTS		4,485.09			Negotiable
321832		14-JUL-11	SUPERMEDIA LLC		69.75			Negotiable
321833		14-JUL-11	SWAINS ELECTRIC MOTOR SERVICE		2,971.00			Negotiable
321834		14-JUL-11	TETRA TECH, INC		17,704.37			Negotiable
321835		14-JUL-11	THE GAS COMPANY		149.94			Negotiable
321836		14-JUL-11	THOMPSON INDUSTRIAL SUPPLY		32.19			Negotiable
321837		14-JUL-11	THYSSENKRUPP ELEVATOR		2,328.00			Negotiable
321838		14-JUL-11	TRUGREEN LANDCARE LLC		18,950.00			Negotiable
321839		14-JUL-11	TUNG, BENSON		50.00			Negotiable
321840		14-JUL-11	TUNNERMANN, ARMANDO B		50.00			Negotiable
321841		14-JUL-11	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		949.50			Negotiable
321842		14-JUL-11	UNITED SITE SERVICES OF CALIFORNIA INC		344.73			Negotiable
321843		14-JUL-11	US PEROXIDE LLC		4,250.00			Negotiable
321844		14-JUL-11	WALTERS WHOLESALE ELECTRIC		84.38			Negotiable
321845		14-JUL-11	WANG, TIFFANY		163.65			Negotiable
321846		14-JUL-11	WARD, SHERRY M		50.00			Negotiable
321847		14-JUL-11	WASTE MANAGEMENT OF ORANGE COUNTY		2,001.40			Negotiable
321848		14-JUL-11	WATER ENVIRONMENT FEDERATION		2,675.00			Negotiable
321849		14-JUL-11	WATERLINE TECHNOLOGIES INC		4,416.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared	Cleared Amount	Status
Payment Document : IRWD CHECK								
321850	14-JUL-11	14-JUL-11	WAXIE'S ENTERPRISES, INC		1,492.00			Negotiable
321851	14-JUL-11	14-JUL-11	WEINBERG, MICHELLE		50.00			Negotiable
321852	14-JUL-11	14-JUL-11	WELLS SUPPLY COMPANY		811.97			Negotiable
321853	14-JUL-11	14-JUL-11	WESTERN WEATHER GROUP INC		2,395.00			Negotiable
321854	14-JUL-11	14-JUL-11	WOLKOYS, JACK		50.00			Negotiable
321855	14-JUL-11	14-JUL-11	WORKFLOWONE		2,200.28			Negotiable
321856	14-JUL-11	14-JUL-11	WORKSRIGHT SOFTWARE INC		4,800.00			Negotiable
321857	14-JUL-11	14-JUL-11	WU, VIC		30.27			Negotiable
321858	14-JUL-11	14-JUL-11	YIM, JEFFREY		50.00			Negotiable
321859	14-JUL-11	14-JUL-11	YOGURT CREATIONS ENTERPRISE		10.96			Negotiable
321860	14-JUL-11	14-JUL-11	ZANFINI, CARLA		50.00			Negotiable
321861	14-JUL-11	14-JUL-11	ZEBRON CONTRACTING INC		20,700.00			Negotiable
321862	15-JUL-11	15-JUL-11	Charles Boone		132.00			Negotiable
321863	15-JUL-11	15-JUL-11	Leslie Bonkowski		53.00			Negotiable
321864	15-JUL-11	15-JUL-11	Paul Jones		261.00			Negotiable
321865	15-JUL-11	15-JUL-11	US BANK NAT'L ASSOCIATION NORTH DAKOTA	ST. LOUIS	146,369.61			Negotiable
321866	15-JUL-11	15-JUL-11	U.S. BANK NATIONALST. LOUIS ASSOCIATION		489.21			Negotiable
321867	18-JUL-11	18-JUL-11	SOUTHERN CALIFORNIA EDISON COMPANY	ROSEMEAD	1,981.60			Negotiable
321868	20-JUL-11	20-JUL-11	FOOTHILL/EASTERN TRANSPORTATION	IRVINE	67,351.96			Negotiable
321869	20-JUL-11	20-JUL-11	CITY OF IRVINE	IRVINE	31,954.12			Negotiable
321870	21-JUL-11	21-JUL-11	ADT SECURITY SERVICES INC		323.29			Negotiable
321871	21-JUL-11	21-JUL-11	AERATION INDUSTRIES INTERNATIONAL INC		32,275.00			Negotiable
321872	21-JUL-11	21-JUL-11	AFLAC		5,938.44			Negotiable
321873	21-JUL-11	21-JUL-11	AHMADZADA, NOOR		51.38			Negotiable
321874	21-JUL-11	21-JUL-11	AKKAD, AHMED		30.10			Negotiable
321875	21-JUL-11	21-JUL-11	ALLEN PUMP CO INC		855.38			Negotiable
321876	21-JUL-11	21-JUL-11	ARCADIS U.S., INC.		17,447.34			Negotiable
321877	21-JUL-11	21-JUL-11	ASRAT, JANIS		84.20			Negotiable
321878	21-JUL-11	21-JUL-11	AT&T		47.01			Negotiable
321879	21-JUL-11	21-JUL-11	AT&T		15.21			Negotiable
321880	21-JUL-11	21-JUL-11	AT&T		4,617.29			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321881		21-JUL-11	AT&T INTERNET SERVICES		299.00			Negotiable
321882		21-JUL-11	AYRES HOTEL AND SUITES (DBA)		3,157.35			Negotiable
321883		21-JUL-11	BAILEY, PATRICK		31.60			Negotiable
321884		21-JUL-11	BANK OF AMERICA MERRILL LYNCH		18,123.29			Negotiable
321885		21-JUL-11	BANK OF AMERICA MERRILL LYNCH		1,085.48			Negotiable
321886		21-JUL-11	BANK OF NEW YORK MELLON TRUST COMPANY NA		27,900.00			Negotiable
321887		21-JUL-11	BDC SPECIAL WASTE		150.00			Negotiable
321888		21-JUL-11	BLACK & VEATCH CORPORATION		377,112.86			Negotiable
321889		21-JUL-11	BLAKE, TREVOR		26.80			Negotiable
321890		21-JUL-11	BORCHARD SURVEYING & MAPPING, INC.		12,100.00			Voided
321891		21-JUL-11	BRENNTAG PACIFIC INC		14,036.14			Negotiable
321892		21-JUL-11	C WELLS PIPELINE MATERIALS INC		4,436.07			Negotiable
321893		21-JUL-11	CALIFORNIA BARRICADE INC		447.31			Negotiable
321894		21-JUL-11	CALIFORNIA PACIFIC HOMES		80.53			Negotiable
321895		21-JUL-11	CALPI INC		2,128.57			Negotiable
321896		21-JUL-11	CAMERON WELDING SUPPLY		1,071.10			Negotiable
321897		21-JUL-11	CAMPBELL, THOMAS J		30.00			Negotiable
321898		21-JUL-11	CANON BUSINESS SOLUTIONS INC		5,640.93			Negotiable
321899		21-JUL-11	CHEM TECH INTERNATIONAL INC		9,391.80			Negotiable
321900		21-JUL-11	CHU, ALAN		33.13			Negotiable
321901		21-JUL-11	CITY CIRCUIT BREAKERS		484.88			Negotiable
321902		21-JUL-11	CITY OF IRVINE		266.22			Negotiable
321903		21-JUL-11	CITY OF IRVINE		1,950.00			Negotiable
321904		21-JUL-11	CITY OF LAKE FOREST		143,168.58			Negotiable
321905		21-JUL-11	CLEARINGHOUSE		574.16			Negotiable
321906		21-JUL-11	COASTAL TRAFFIC SYSTEMS, INC		3,590.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321907	21-JUL-11	21-JUL-11	COLONIAL LIFE & ACCIDENT INSURANCE CO.		2,389.24			Negotiable
321908	21-JUL-11	21-JUL-11	CONYBEARE INC		416.50			Negotiable
321909	21-JUL-11	21-JUL-11	CORRPRO COMPANIES INC		2,820.00			Negotiable
321910	21-JUL-11	21-JUL-11	CPWH		64.91			Negotiable
321911	21-JUL-11	21-JUL-11	CREDENTIAL CHECK CORPORATION		433.00			Negotiable
321912	21-JUL-11	21-JUL-11	CRIM, RON		600.00			Negotiable
321913	21-JUL-11	21-JUL-11	CRUMP & CO, INC.		6,665.99			Negotiable
321914	21-JUL-11	21-JUL-11	CUMMINS CAL PACIFIC LLC		953.35			Negotiable
321915	21-JUL-11	21-JUL-11	DEAN HARRIS		1,023.98			Negotiable
321916	21-JUL-11	21-JUL-11	DELL MARKETING LP		442.99			Negotiable
321917	21-JUL-11	21-JUL-11	DISCOVERY SCIENCE CENTER		13,076.10			Negotiable
321918	21-JUL-11	21-JUL-11	DME INC		1,319.26			Negotiable
321919	21-JUL-11	21-JUL-11	DRUCK INC, GE SENSING		1,018.72			Negotiable
321920	21-JUL-11	21-JUL-11	EI&C ENGINEERING INC		10,355.00			Negotiable
321921	21-JUL-11	21-JUL-11	ESPINOZA, WENDY		37.69			Negotiable
321922	21-JUL-11	21-JUL-11	EVOLVE MEDIA		13,200.00			Negotiable
321923	21-JUL-11	21-JUL-11	EXPRESSAIR		195.50			Negotiable
321924	21-JUL-11	21-JUL-11	FAN, RUYI		11.60			Negotiable
321925	21-JUL-11	21-JUL-11	FARRELL & ASSOCIATES		382.05			Negotiable
321926	21-JUL-11	21-JUL-11	FIDELITY INVESTMENTS		440.00			Negotiable
321927	21-JUL-11	21-JUL-11	FISHER, GARY		54.51			Negotiable
321928	21-JUL-11	21-JUL-11	FLOW SCIENCE INCORPORATED		235.00			Negotiable
321929	21-JUL-11	21-JUL-11	FRANCHISE TAX BOARD		250.00			Negotiable
321930	21-JUL-11	21-JUL-11	FRANK LA PLACA EXTERMINATING INC		350.00			Negotiable
321931	21-JUL-11	21-JUL-11	GARZA INDUSTRIES, INC		1,292.57			Negotiable
321932	21-JUL-11	21-JUL-11	GEORGE YARDLEY CO INC		1,154.49			Negotiable
321933	21-JUL-11	21-JUL-11	GJ AUTOMOTIVE EQUIPMENT CO INC		1,740.64			Negotiable
321934	21-JUL-11	21-JUL-11	GOU, PETER		9.31			Negotiable
321935	21-JUL-11	21-JUL-11	GRAINGER		117.66			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared	Cleared Amount	Status
Payment Document : IRWD CHECK								
321936	21-JUL-11	GRAYBAR ELECTRIC COMPANY			249.22			Negotiable
321937	21-JUL-11	HABITAT WEST INC			916.99			Negotiable
321938	21-JUL-11	HACH COMPANY			3,519.90			Negotiable
321939	21-JUL-11	HANSEN, MARK V			31.38			Negotiable
321940	21-JUL-11	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY			201.20			Negotiable
321941	21-JUL-11	HDR ENGINEERING INC			5,089.35			Negotiable
321942	21-JUL-11	HEWLETT PACKARD CO			34,252.68			Negotiable
321943	21-JUL-11	HOME DEPOT USA INC			11.85			Negotiable
321944	21-JUL-11	II FUELS INC			31,658.52			Negotiable
321945	21-JUL-11	INDUSTRIAL ELECTRIC MACHINERY LLC			5,240.00			Negotiable
321946	21-JUL-11	INTERNAL REVENUE SERVICE			25.00			Negotiable
321947	21-JUL-11	IRON MOUNTAIN INFORMATION MANAGEMENT INC			1,676.96			Negotiable
321948	21-JUL-11	IRVINE PIPE & SUPPLY INC			3,764.20			Negotiable
321949	21-JUL-11	I SENBERG/O' HAREN			19,768.48			Negotiable
321950	21-JUL-11	J.P. MORGAN SECURITIES, INC.			22,438.36			Negotiable
321951	21-JUL-11	JEWELL, LIZ			37.23			Negotiable
321952	21-JUL-11	JONES, GREGORY			38.58			Negotiable
321953	21-JUL-11	KENNEDY/JENKS CONSULTANTS INC			32,941.98			Negotiable
321954	21-JUL-11	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES			325.00			Negotiable
321955	21-JUL-11	LAER PEARCE & ASSOCIATES			2,375.00			Negotiable
321956	21-JUL-11	LE, PHONG			87.76			Negotiable
321957	21-JUL-11	LEATHERWOOD CONSTRUCTION INC			543,091.36			Negotiable
321958	21-JUL-11	LEATHERWOOD CONSTRUCTION INC			60,343.48			Negotiable
321959	21-JUL-11	LEMIEUX, MARILYN			25.00			Negotiable
321960	21-JUL-11	LIU, HOWARD			41.92			Negotiable
321961	21-JUL-11	LODOVICO, TINA			97.37			Negotiable
321962	21-JUL-11	MARTINEZ, GUILLERMO			27.68			Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Payment Register For 01-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Bank Account Currency: USD (US Dollar) Account: Checking AP and PR Payment Currency: USD (US Dollar) Page: 20
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Amount	Status
321963	21-JUL-11	MBC APPLIED ENVIRONMENTAL SCIENCES			1,000.00		Negotiable
321964	21-JUL-11	MC MASTER CARR SUPPLY CO			828.59		Negotiable
321965	21-JUL-11	MIYA, CARL			27.39		Negotiable
321966	21-JUL-11	MK POWER LLC			2,400.00		Negotiable
321967	21-JUL-11	MURCAL INC			486.72		Negotiable
321968	21-JUL-11	NAVARRO, JAVIER			41.77		Negotiable
321969	21-JUL-11	NEWPORT REAL ESTATE SERVICES INC			7,500.00		Negotiable
321970	21-JUL-11	NGUYEN, NIKKI			33.45		Negotiable
321971	21-JUL-11	NMG GEOTECHNICAL INC			2,061.90		Negotiable
321972	21-JUL-11	NOVELL INC			46,623.50		Negotiable
321973	21-JUL-11	OCEAN BLUE ENVIRONMENTAL SERVICES INC			4,236.91		Negotiable
321974	21-JUL-11	OJEDA, ANTONIA			85.69		Negotiable
321975	21-JUL-11	OLIN CORPORATION			3,894.30		Negotiable
321976	21-JUL-11	ON ASSIGNMENT LAB SUPPORT			995.84		Negotiable
321977	21-JUL-11	ONESOURCE DISTRIBUTORS LLC			347.78		Negotiable
321978	21-JUL-11	ORANGE COUNTY SANITATION DISTRICT			1,570.00		Negotiable
321979	21-JUL-11	ORANGE COUNTY TREASURER			245.00		Negotiable
321980	21-JUL-11	ORANGE COUNTY VECTOR CONTROL DISTRICT			423.83		Negotiable
321981	21-JUL-11	ORDONEZ, CYNTHIA MARIE			638.50		Negotiable
321982	21-JUL-11	PACIFIC GAS AND ELECTRIC COMPANY			2,862.00		Negotiable
321983	21-JUL-11	PALOMARES, JOHN			1,200.00		Negotiable
321984	21-JUL-11	PARKER, TRUMAN			15.00		Negotiable
321985	21-JUL-11	PAUL E BRADLEY INC			6,592.50		Negotiable
321986	21-JUL-11	PERS LONG TERM CARE			1,885.48		Negotiable
321987	21-JUL-11	PMK ASSOCIATES INC			2,000.00		Negotiable
321988	21-JUL-11	PRE-PAID LEGAL SERVICES INC			1,810.22		Negotiable

Payment Document : IRWD CHECK

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
321989	21	21-JUL-11	PRUDENTIAL OVERALL SUPPLY		2,323.66			Negotiable
321990	21	21-JUL-11	PTI SAND & GRAVEL INC		1,311.99			Negotiable
321991	21	21-JUL-11	RAM AIR ENGINEERING INC		3,931.05			Negotiable
321992	21	21-JUL-11	RANCHO TIERRA APTS		43.34			Negotiable
321993	21	21-JUL-11	RBF CONSULTING		96,986.39			Negotiable
321994	21	21-JUL-11	REACH EMPLOYEE ASSISTANCE INC		774.80			Negotiable
321995	21	21-JUL-11	RJS SOFTWARE SYSTEMS INC		380.00			Negotiable
321996	21	21-JUL-11	ROMO, EDGAR		27.38			Negotiable
321997	21	21-JUL-11	SANTA ANA BLUE PRINT		18.58			Negotiable
321998	21	21-JUL-11	SCHMIDT, RICHARD G		265.65			Negotiable
321999	21	21-JUL-11	SEPARATION PROCESSES INC		5,563.00			Negotiable
322000	21	21-JUL-11	SOUTHERN CALIFORNIA EDISON COMPANY		216,596.46			Negotiable
322001	21	21-JUL-11	SOUTHERN COUNTIES LUBRICANTS LLC		1,837.01			Negotiable
322002	21	21-JUL-11	SPARKLETT'S		224.11			Negotiable
322003	21	21-JUL-11	STANDARD & POOR'S FINANCIAL SERVICES LLC		3,000.00			Negotiable
322004	21	21-JUL-11	STANTEC CONSULTING SERVICES INC.		4,538.00			Negotiable
322005	21	21-JUL-11	STATE BOARD OF EQUALIZATION		897.08			Negotiable
322006	21	21-JUL-11	TETRA TECH, INC		63,054.70			Negotiable
322007	21	21-JUL-11	THE FURMAN GROUP		10,290.00			Negotiable
322008	21	21-JUL-11	THE GAS COMPANY		6,788.82			Negotiable
322009	21	21-JUL-11	TRUGREEN LANDCARE LLC		37,600.00			Negotiable
322010	21	21-JUL-11	UNITED SITE SERVICES OF CALIFORNIA INC		344.28			Negotiable
322011	21	21-JUL-11	UNITED STATES POST OFFICE		29,440.00			Negotiable
322012	21	21-JUL-11	UNITED WAY OF ORANGE COUNTY		1,045.02			Negotiable
322013	21	21-JUL-11	US BANK NAT'L ASSOC N.DAKOTA		1,250.00			Negotiable
322014	21	21-JUL-11	US PEROXIDE LLC		6,767.80			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared	Cleared Amount	Status
Payment Document : IRWD CHECK								
322015		21-JUL-11	VAN DAELE HOMES		15.00			Negotiable
322016		21-JUL-11	VERIZON CALIFORNIA INC		493.80			Negotiable
322017		21-JUL-11	VULCAN MATERIALS COMPANY		1,310.73			Negotiable
322018		21-JUL-11	WAGNER, CRAIG		28.29			Negotiable
322019		21-JUL-11	WANG, JUSTIN		30.71			Negotiable
322020		21-JUL-11	WAXIE'S		130.79			Negotiable
322021		21-JUL-11	ENTERPRISES, INC WESTERN EXTERMINATOR COMPANY		10,139.50			Negotiable
322022		21-JUL-11	WILLIAMS, TWYLA		788.50			Negotiable
322023		21-JUL-11	WIRELESS WATCHDOGS LLC		1,248.00			Negotiable
322024		21-JUL-11	WOOD BROS., INC.		1,249,347.05			Negotiable
322025		21-JUL-11	WORKFLOWONE		1,715.94			Negotiable
322026		21-JUL-11	WRIGHT, NATHAN		55.70			Negotiable
322027		21-JUL-11	YSI INCORPORATED		2,481.13			Negotiable
322028		21-JUL-11	Carl Spangenberg		231.00			Negotiable
322029		21-JUL-11	David Chaney		210.00			Negotiable
322030		21-JUL-11	Eric Olivolo		39.00			Negotiable
322031		21-JUL-11	Jack Justice		76.00			Negotiable
322032		21-JUL-11	Kenneth Erwin		65.17			Negotiable
322033		21-JUL-11	Leslie Bonkowski		35.03			Voided
322034		21-JUL-11	Matthew Daniel		89.25			Negotiable
322035		21-JUL-11	Michael Hoffman		76.00			Negotiable
322036		21-JUL-11	Michele Drzymkowski		132.00			Negotiable
322037		21-JUL-11	Roberta Sitzler		13.75			Negotiable
322038		21-JUL-11	Thomas Bonkowski		168.30			Negotiable
322039		21-JUL-11	Timothy Magorien		170.00			Negotiable
322040		25-JUL-11	BTA ADVISORY GROUP/IRVINE		6,805.00			Negotiable
322041		28-JUL-11	CITY OF IRVINE PAY		488.00			Negotiable
322042		28-JUL-11	Tanja Fournier HOME		2,158.84			Negotiable
322043		28-JUL-11	Alexander Murphy		213.00			Negotiable
322044		28-JUL-11	Anita Arant		18.74			Negotiable
322045		28-JUL-11	Anthony Brunning		170.00			Negotiable
322046		28-JUL-11	Dale Alberts		100.00			Negotiable
322047		28-JUL-11	Frederick Bertsch		87.40			Negotiable
322048		28-JUL-11	Han-Tsuei Shih		196.82			Negotiable
322049		28-JUL-11	Jacob Moeder		30.00			Negotiable
322050		28-JUL-11	Kirsten McLaughlin		82.50			Negotiable
322051		28-JUL-11	Michael Jack		25.00			Negotiable
322052		28-JUL-11	Rodolfo Perez		1,128.30			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
322053		28-JUL-11	A & Y ASPHALT CONTRACTORS INC		33,390.00			Negotiable
322054		28-JUL-11	A&A WIPING CLOTH CO		508.58			Negotiable
322055		28-JUL-11	ACTION ELECTRIC CORP		3,830.31			Negotiable
322056		28-JUL-11	ADT SECURITY SERVICES INC		184.00			Negotiable
322057		28-JUL-11	AFFORDABLE PIPELINE SERVICES		5,800.00			Negotiable
322058		28-JUL-11	ALEXANDER CONTRACT SERVICES INC		95,506.35			Negotiable
322059		28-JUL-11	AOSAFETY		610.05			Negotiable
322060		28-JUL-11	AQUA BEN CORPORATION		31,448.99			Negotiable
322061		28-JUL-11	AST CORPORATION		160,698.60			Negotiable
322062		28-JUL-11	AT&T		1,178.32			Negotiable
322063		28-JUL-11	AT&T		11,643.02			Negotiable
322064		28-JUL-11	ATHENS SERVICES		2,689.68			Negotiable
322065		28-JUL-11	BANK OF AMERICA MERRILL LYNCH		12,621.58			Negotiable
322066		28-JUL-11	BAY SECURITY		3,438.00			Negotiable
322067		28-JUL-11	BCGR		687.50			Negotiable
322068		28-JUL-11	BIOMAGIC INC		6,751.63			Negotiable
322069		28-JUL-11	BLR INC		784.45			Negotiable
322070		28-JUL-11	BORCHARD SURVEYING & MAPPING, INC.		30,580.00			Negotiable
322071		28-JUL-11	BOWIE, ARNISON, WILES & GIANNONE		113,149.58			Negotiable
322072		28-JUL-11	BRENNTAG PACIFIC INC		11,255.63			Negotiable
322073		28-JUL-11	C WELLS PIPELINE MATERIALS INC		732.70			Negotiable
322074		28-JUL-11	CAL WATER PURIFICATION		80.00			Negotiable
322075		28-JUL-11	CALPI INC		1,350.07			Negotiable
322076		28-JUL-11	CHEM TECH INTERNATIONAL INC		6,261.20			Negotiable
322077		28-JUL-11	CITIGROUP GLOBAL MARKETS INC.		4,936.44			Negotiable
322078		28-JUL-11	CITY OF IRVINE		2,566.20			Negotiable
322079		28-JUL-11	CIVITATE, ERIN		6.13			Negotiable
322080		28-JUL-11	COMEBEARE INC		1,364.25			Negotiable
322081		28-JUL-11	CORELOGIC INC		516.50			Negotiable
322082		28-JUL-11	COX COMMUNICATIONS		249.38			Negotiable
322083		28-JUL-11	CS-AMSCO		3,088.22			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-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Account: Checking AP and PR Page: 24
 Payment Currency: USD (US Dollar)
 Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
322084		28-JUL-11	DATA CLEAN CORPORATION		513.25			Negotiable
322085		28-JUL-11	DETECTION INSTRUMENTS CORP		635.72			Negotiable
322086		28-JUL-11	DIONEX CORPORATION		6,505.18			Negotiable
322087		28-JUL-11	DISCOVERY SCIENCE CENTER		13,076.10			Negotiable
322088		28-JUL-11	DRAEGER SAFETY INC		3,513.56			Negotiable
322089		28-JUL-11	EAGLE AERIAL IMAGING		19,031.25			Negotiable
322090		28-JUL-11	EISEL ENTERPRISES INC		2,261.94			Negotiable
322091		28-JUL-11	ENVIRONMENTAL EXPRESS INC		108.28			Negotiable
322092		28-JUL-11	ENVIRONMENTAL RESOURCE ASSOCIATES		470.19			Negotiable
322093		28-JUL-11	EXPRESSAIR		141.00			Negotiable
322094		28-JUL-11	FEDEX		597.57			Negotiable
322095		28-JUL-11	FIRE EXTINGUISHING SAFETY		9,416.17			Negotiable
322096		28-JUL-11	FISHER SCIENTIFIC COMPANY LLC		2,599.56			Negotiable
322097		28-JUL-11	FITCH, INC.		40,000.00			Negotiable
322098		28-JUL-11	FLEET SOLUTIONS LLC		3,942.10			Negotiable
322099		28-JUL-11	GATEWAY PACIFIC CONTRACTORS, INC.		215,077.50			Negotiable
322100		28-JUL-11	GATEWAY PACIFIC CONTRACTORS, INC.		23,897.50			Negotiable
322101		28-JUL-11	GE ANALYTICAL INSTRUMENTS INC		8,677.90			Negotiable
322102		28-JUL-11	GEORGE YARDLEY CO INC		1,172.61			Negotiable
322103		28-JUL-11	GOLDMAN, SACHS & CO		23,273.91			Negotiable
322104		28-JUL-11	GOOGLE INC.		1,041.96			Negotiable
322105		28-JUL-11	GRAINGER		282.39			Negotiable
322106		28-JUL-11	HARDY & HARPER INC		43,525.00			Negotiable
322107		28-JUL-11	HARRINGTON INDUSTRIAL PLASTICS LLC		3,733.14			Negotiable
322108		28-JUL-11	HDR ENGINEERING INC		219,655.96			Negotiable
322109		28-JUL-11	HILL BROTHERS CHEMICAL COMPANY		11,369.61			Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Payment Register For 01-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Bank Account Currency: USD (US Dollar) Account: Checking AP and PR Display Supplier Address: No
 Payment Type: All Payment Currency: USD (US Dollar) Page: 25

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
322110		28-JUL-11	HOME DEPOT USA INC		868.53			Negotiable
322111		28-JUL-11	HOPKINS TECHNICAL PRODUCTS INC		2,754.93			Negotiable
322112		28-JUL-11	IBM CORPORATION		46,849.35			Negotiable
322113		28-JUL-11	IDEXX DISTRIBUTION, INC		969.75			Negotiable
322114		28-JUL-11	II FUELS INC		37,012.63			Negotiable
322115		28-JUL-11	INDUSTRIAL METAL SUPPLY CO		64.03			Negotiable
322116		28-JUL-11	INORGANIC VENTURES INC		104.81			Negotiable
322117		28-JUL-11	IRVINE PIPE & SUPPLY INC		523.91			Negotiable
322118		28-JUL-11	IRWD-PETTY CASH CUSTODIAN		1,175.49			Negotiable
322119		28-JUL-11	ITT INDUSTRIES		30,085.38			Negotiable
322120		28-JUL-11	KILL-N-BUGS TERMITES AND PEST CONTROL SERVICES		325.00			Negotiable
322121		28-JUL-11	LAGUNA BEACH COUNTY WATER DISTRICT		4,787.58			Negotiable
322122		28-JUL-11	LANCER SALES USA, INC.		627.78			Negotiable
322123		28-JUL-11	LEE & SAKAHARA ARCHITECTS, INC		1,410.08			Negotiable
322124		28-JUL-11	LEWIS OPERATING CORP		1,900.00			Negotiable
322125		28-JUL-11	MALCOLM PIRNIE INC		5,528.80			Negotiable
322126		28-JUL-11	MC MASTER CARR SUPPLY CO		325.16			Negotiable
322127		28-JUL-11	MCR TECHNOLOGIES INC		1,576.60			Negotiable
322128		28-JUL-11	MOODY'S INVESTORS SERVICE INC		1,100.00			Negotiable
322129		28-JUL-11	MORNINGSIDE RECOVERY		754.67			Negotiable
322130		28-JUL-11	MOUSE GRAPHICS		184.33			Negotiable
322131		28-JUL-11	NATIONAL READY MIXED CONCRETE CO		1,192.21			Negotiable
322132		28-JUL-11	NEWPORT REAL ESTATE SERVICES INC		7,500.00			Negotiable
322133		28-JUL-11	OLJN CORPORATION		58,242.77			Negotiable
322134		28-JUL-11	ON ASSIGNMENT LAB SUPPORT		3,858.88			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-JUL-11 To 31-JUL-11
 Account: Checking AP and PR
 Payment Currency: USD (US Dollar)
 Display Supplier Address: No

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
322135		28-JUL-11	PASCAL & LUDWIG CONSTRUCTORS		38,394.00			Negotiable
322136		28-JUL-11	PASCAL & LUDWIG CONSTRUCTORS		345,546.00			Negotiable
322137		28-JUL-11	PEARPOINT		2,218.14			Negotiable
322138		28-JUL-11	PRAXAIR DISTRIBUTION INC		1,046.65			Negotiable
322139		28-JUL-11	PRIORITY MAILING SYSTEMS LLC		450.82			Negotiable
322140		28-JUL-11	PROCESS PUMP SALES INC		2,245.57			Negotiable
322141		28-JUL-11	PRUDENTIAL OVERALL SUPPLY		789.29			Negotiable
322142		28-JUL-11	PTI SAND & GRAVEL INC		2,513.12			Negotiable
322143		28-JUL-11	RAM AIR ENGINEERING INC		1,467.38			Negotiable
322144		28-JUL-11	RBF CONSULTING		16,460.79			Negotiable
322145		28-JUL-11	RESPONSE ENVELOPE, INC		2,257.90			Negotiable
322146		28-JUL-11	RESTEK CORPORATION		317.19			Negotiable
322147		28-JUL-11	RJS SOFTWARE SYSTEMS INC		2,517.50			Negotiable
322148		28-JUL-11	SANTA ANA BLUE PRINT		557.20			Negotiable
322149		28-JUL-11	SCHULTZ, KAREN		22.83			Negotiable
322150		28-JUL-11	SECURTEC DISTRICT PATROL INC		2,220.00			Negotiable
322151		28-JUL-11	SEPARATION PROCESSES INC		5,681.66			Negotiable
322152		28-JUL-11	SEWER EQUIPMENT CO OF FLORIDA INC		606.28			Negotiable
322153		28-JUL-11	SHAMROCK SUPPLY CO INC		808.32			Negotiable
322154		28-JUL-11	SIEMENS ENERGY INC		417.60			Negotiable
322155		28-JUL-11	SIRIUS COMPUTER SOLUTIONS INC		2,317.50			Negotiable
322156		28-JUL-11	SMITH, JOHN F		100.51			Negotiable
322157		28-JUL-11	SOUTH COAST WATER		40.00			Negotiable
322158		28-JUL-11	SOUTHERN CALIFORNIA EDISON COMPANY		99,994.31			Negotiable
322159		28-JUL-11	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		117.49			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
322160		28-JUL-11	SOUTHWEST VALVE & EQUIPMENT		12,193.66			Negotiable
322161		28-JUL-11	SS MECHANICAL CORPORATION		11,417.32			Negotiable
322162		28-JUL-11	STERIS CORPORATION		4,075.32			Negotiable
322163		28-JUL-11	SUNNYHILLS RESTORATION		20,000.00			Negotiable
322164		28-JUL-11	SWAINS ELECTRIC MOTOR SERVICE		3,867.55			Negotiable
322165		28-JUL-11	SYNAGRO SOUTH, LLC		3,044.64			Negotiable
322166		28-JUL-11	TELEDYNE ISCO, INC.		1,223.41			Negotiable
322167		28-JUL-11	TETRA TECH, INC		11,155.00			Negotiable
322168		28-JUL-11	TROPICAL PLAZA NURSERY INC		45,387.27			Negotiable
322169		28-JUL-11	TRUGREEN LANDCARE LLC		22,474.02			Negotiable
322170		28-JUL-11	TURNER, MARY		3.74			Negotiable
322171		28-JUL-11	UNITED SITE SERVICES OF CALIFORNIA INC		536.57			Negotiable
322172		28-JUL-11	UNIVAR USA INC		9,500.96			Negotiable
322173		28-JUL-11	US PEROXIDE LLC		13,487.65			Negotiable
322174		28-JUL-11	USA BLUEBOOK		221.63			Negotiable
322175		28-JUL-11	VCI TELCOM INC		3,494.00			Negotiable
322176		28-JUL-11	VERIZON CALIFORNIA INC		519.03			Negotiable
322177		28-JUL-11	VERIZON WIRELESS SERVICES LLC		6,996.75			Negotiable
322178		28-JUL-11	VORTEX INDUSTRIES INC		362.85			Negotiable
322179		28-JUL-11	VPSI INC		8,215.33			Negotiable
322180		28-JUL-11	WASTE MANAGEMENT OF ORANGE COUNTY		809.04			Negotiable
322181		28-JUL-11	WECK LABORATORIES INC		325.00			Negotiable
322182		28-JUL-11	WELLS SUPPLY COMPANY		335.75			Negotiable
322183		28-JUL-11	WIELAND ACOUSTICS INC		2,102.58			Negotiable
322184		28-JUL-11	ZEBRON CONTRACTING INC		49,600.00			Negotiable
322185		28-JUL-11	ZEE MEDICAL SERVICE CO		446.83			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared	Cleared Amount	Status
322186	28-JUL-11	ZENON ENVIRONMENTAL CORPORATION			37,201.20			Negotiable
322187	29-JUL-11	AAF INTERNATIONAL			1,709.79			Negotiable
322188	29-JUL-11	ALL, RAIHANA			20.66			Negotiable
322189	29-JUL-11	AYRES HOTEL AND SUITES (DBA)			2,737.77			Negotiable
322190	29-JUL-11	BIOMAGIC INC			1,260.68			Negotiable
322191	29-JUL-11	CALLAHAN, BENTLEY			31.92			Negotiable
322192	29-JUL-11	CANON BUSINESS SOLUTIONS INC			1,164.52			Negotiable
322193	29-JUL-11	CHU, ALAN			46.45			Negotiable
322194	29-JUL-11	COASTAL TRAFFIC SYSTEMS, INC			510.00			Negotiable
322195	29-JUL-11	COMMERCE ENERGY INC			1,065.62			Negotiable
322196	29-JUL-11	CONEYBEARE INC			1,185.75			Negotiable
322197	29-JUL-11	DEVISE ENGINEERING INC			3,246.00			Negotiable
322198	29-JUL-11	GASICH, MARK			22,466.30			Negotiable
322199	29-JUL-11	HAMPTON, ADRIANA			27.68			Negotiable
322200	29-JUL-11	HOME DEPOT USA INC			62.66			Negotiable
322201	29-JUL-11	KANG, DUSIK			36.76			Negotiable
322202	29-JUL-11	Kantex Companies			17,690.00			Negotiable
322203	29-JUL-11	KAPPELMAN, LYNDA			27.68			Negotiable
322204	29-JUL-11	KIM, SEAN			45.63			Negotiable
322205	29-JUL-11	KUO, SHAU			21.43			Negotiable
322206	29-JUL-11	MARSTON, BLAKE			57.21			Negotiable
322207	29-JUL-11	NATIONAL READY MIXED CONCRETE CO			365.27			Negotiable
322208	29-JUL-11	NEWAGE INDUSTRIES INC			632.69			Negotiable
322209	29-JUL-11	NIYAMA TAKAYUKI			43.13			Negotiable
322210	29-JUL-11	PATEL, SARIN			24.28			Negotiable
322211	29-JUL-11	PAMLEY, CRAIG A			54.10			Negotiable
322212	29-JUL-11	PRO GROWERS INC			1,210.89			Negotiable
322213	29-JUL-11	RIGOLI, MICHELLE			30.76			Negotiable
322214	29-JUL-11	RRM DESIGN GROUP			472.50			Negotiable
322215	29-JUL-11	SCHACHTER, ALICIA			49.71			Negotiable
322216	29-JUL-11	SCOTT MAXWELL			2,500.00			Negotiable
322217	29-JUL-11	SHIN, JUNGMIN			25.35			Negotiable
322218	29-JUL-11	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT			10,619.65			Negotiable
322219	29-JUL-11	STATE BOARD OF EQUALIZATION			359.00			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
322220	29	29-JUL-11	TESTAMERICA LABORATORIES, INC		1,512.50			Negotiable
322221	29	29-JUL-11	TETRA TECH, INC		9,335.15			Negotiable
322222	29	29-JUL-11	TIC-CAMPUS OFFICE		783.97			Negotiable
322223	29	29-JUL-11	TSAO, MICHAEL		686.42			Negotiable
322224	29	29-JUL-11	VANDEALE DEVELOPMENT CORP		93.28			Negotiable
322225	29	29-JUL-11	WALNUT SQ HOA		1,886.81			Negotiable
322226	29	29-JUL-11	WALTERS WHOLESAL ELECTRIC		30.94			Negotiable
322227	29	29-JUL-11	WANG, HIS-YUEH		28.55			Negotiable
322228	29	29-JUL-11	WINDWOOD GLEN APTS		37.62			Negotiable
322229	29	29-JUL-11	YEN, JESSICA		51.44			Negotiable

Payment Document Subtotal: 9,952,803.13

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
9057	05	05-JUL-11	BANK OF NEW YORK MELLON TRUST	NEWARK	10,027.78			Negotiable
9058	05	05-JUL-11	BANK OF NEW YORK MELLON TRUST	NEWARK	10,033.33			Negotiable
9059	05	05-JUL-11	BANK OF NEW YORK MELLON TRUST	NEWARK	219.18			Negotiable
9060	05	05-JUL-11	BANK OF NEW YORK MELLON TRUST	NEWARK	10,202.74			Negotiable
9061	05	05-JUL-11	GREAT WEST	NEED	240,068.14			Negotiable
9062	05	05-JUL-11	CALPERS	SACRAMENTO	417,289.88			Negotiable
9063	05	05-JUL-11	SCHOOL FIRST FEDERAL CREDIT UNION	NEED	55,368.54			Negotiable
9064	05	05-JUL-11	ORANGE COUNTY CREDIT UNION	NEED	1,980.00			Negotiable
9065	11	11-JUL-11	YORK INSURANCE SERVICES GROUP INC	PAY	1,440.43			Negotiable
9066	26	26-JUL-11	J.R. FILANC CONSTRUCTION	PAY	3,672,675.58			Negotiable
9067	29	29-JUL-11	INTERNAL REVENUE SERVICE	FRESNO	359,483.03			Negotiable

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

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 Account: Checking AP and PR
 Payment Currency: USD (US Dollar)
 Display Supplier Address: No

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Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared	Status
Payment Document : IRWD Wire							
						Amount	
9068		29-JUL-11	FRANCHISE TAX BOARD	SACRAMENTO	98,955.96		Negotiable
9069		29-JUL-11	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	25,625.26		Negotiable
9070		29-JUL-11	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,141.00		Negotiable
9071		29-JUL-11	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	27,224.82		Negotiable
9072		29-JUL-11	GREAT WEST	NEED	230,332.73		Negotiable
9073		29-JUL-11	CALPERS	SACRAMENTO	487,401.23		Negotiable
9074		29-JUL-11	SCHOOL FIRST FEDERAL CREDIT UNION	SANTA ANA	54,718.54		Negotiable
9075		29-JUL-11	ORANGE COUNTY'S CREDIT UNION	SANTA ANA	1,980.00		Negotiable
9076		29-JUL-11	CALPERS	SACRAMENTO	321,412.43		Negotiable
9077		29-JUL-11	CALPERS	SACRAMENTO	2,953.65		Negotiable
9078		29-JUL-11	BANK OF NEW YORK MELLON TRUST	NEWARK	468.75		Negotiable
9079		29-JUL-11	BANK OF NEW YORK MELLON TRUST	NEWARK	9,250.00		Negotiable
9080		29-JUL-11	U.S. BANK NATIONALST. ASSOCIATION	LOUIS	4,500.00		Negotiable
9081		29-JUL-11	BANK OF AMERICA	SAN FRANCISCO	2,362.98		Negotiable
9082		29-JUL-11	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	1,569.53		Negotiable
9083		29-JUL-11	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	1,200,114.08		Negotiable
9084		29-JUL-11	HELABA LANDESBANK HESSEN-THUERINGEN	NEW YORK	3,898.23		Negotiable
9085		29-JUL-11	U.S. BANK NATIONALST. ASSOCIATION	LOUIS	205,500.87		Negotiable
9086		29-JUL-11	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	114,573.12		Negotiable
9087		29-JUL-11	BANK OF NEW YORK MELLON TRUST	NEWARK	13,934.57		Negotiable
9088		29-JUL-11	U.S. BANK NATIONALST. ASSOCIATION	LOUIS	250.00		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-JUL-11 To 31-JUL-11 Report Date: 10-AUG-2011 17:31
 Account: Checking AP and PR Page: 31
 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 Wire								
9089	29-JUL-11	MUNICIPAL WATER DISTRICT OF ORANGEVALLEY COUNTY	FOUNTAIN		937,206.90			Negotiable
9090	29-JUL-11	BANK OF AMERICA	SAN FRANCISCO		269,147.68			Negotiable
9091	29-JUL-11	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK		5,475.95			Negotiable
9092	29-JUL-11	HELABA LANDESBANK HESSEN-THUERINGEN	NEW YORK		106.87			Negotiable
9093	29-JUL-11	BANK OF AMERICA	SAN FRANCISCO		296.00			Negotiable
9094	29-JUL-11	BANK OF AMERICA	SAN FRANCISCO		2,091.78			Negotiable
9095	29-JUL-11	BANK OF AMERICA	SAN FRANCISCO		590.00			Negotiable
9096	29-JUL-11	BANK OF AMERICA	SAN FRANCISCO		2,520.00			Negotiable
9097	30-JUL-11	YORK INSURANCE SERVICES GROUP INC - CA	PAY		1,688.09			Negotiable
9098	30-JUL-11	YORK INSURANCE SERVICES GROUP INC - CA	PAY		994.72			Negotiable
9099	31-JUL-11	ORANGE COUNTY WATER DISTRICT	FOUNTAIN VALLEY		4,571,453.25			Negotiable
Payment Document Subtotal:					13,379,527.62			
Bank Account Subtotal :					23,332,330.75			
Report Total:					23,332,330.75			

Report Count : 883

*** End of Report ***

Include Zero Amount Payments: Yes
 Display Payee Address: No

Period From: 01-JUL-11

To: 31-JUL-11
 Date: Void Date

Branch: Los Angeles

Account: Checking AP and PR

Bank: Bank of America N.A.

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

Payment Number	Date	Payee Name	Site	Address	Payment Amount	Void Date
Payment Document: IRWD CHECK						
320371	25-MAY-11	BANK OF AMERICA MERRILL LYNN			18,123.29	20-JUL-11
320727	08-JUN-11	RIVERSIDE COUNTY SUPERIOR C			944.34	14-JUL-11
321254	24-JUN-11	UNITED STATES POSTAL SERVIC			1,880.00	11-JUL-11
321400	07-JUL-11	Jose Martinez			29.26	12-JUL-11
321612	12-JUL-11	STATE WATER RESOURCES CONTR SACRAMENTO			194,145.30	12-JUL-11
321613	12-JUL-11	STATE WATER RESOURCES CONTR SACRAMENTO			194,145.30	12-JUL-11
321890	21-JUL-11	BORCHARD SURVEYING & MAPPIN			12,100.00	28-JUL-11
322033	21-JUL-11	Leslie Bonkowski			35.03	21-JUL-11

Payment Document Subtotal 421,402.52

Bank Account Subtotal 421,402.52

Report Total 421,402.52

Report Count: 8

*** End of Report ***

August 22, 2011

Prepared by: Tanja Fournier/Rob Jacobson

Submitted by: Debby Cherney

Approved by: Paul Cook

CONSENT CALENDAR

AMENDED AND RESTATED REMARKETING AGREEMENT

SUMMARY:

During the recent letter of credit substitution from LBBW to Sumitomo Bank on the 2008-A Bonds, Merrill Lynch requested that the remarketing agreement be amended to conform to their standard remarketing agreement language. Staff and legal counsel reviewed the proposed amended agreement terms with Merrill Lynch, and staff recommends the Board adopt the Resolution attached as Exhibit "A", authorizing the execution of the Amended and Restated Remarketing Agreement between the District and Merrill Lynch.

BACKGROUND:

In November 2010, the Merrill Lynch trading desk took over remarketing the 2008-A Bonds that were formerly remarketed by Bank of America. During the recent letter of credit substitution for these bonds from LBBW to Sumitomo Bank, Merrill Lynch requested that the remarketing agreement be amended to conform to their standard remarketing agreement language. The amended and restated remarketing Agreement primarily includes language that relates to updated requirements from the Municipal Securities Rulemaking Board and updated contact information for Merrill Lynch. Staff and legal counsel reviewed the proposed amended agreement terms with Merrill Lynch and their counsel and staff recommends the the Board approve the Amended Remarketing Agreement between the District and Merrill Lynch. The Amended and Restated Remarketing Agreement is attached as Exhibit "B".

FISCAL IMPACTS:

None

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:

The Amended and Restated Remarketing Agreement was reviewed by the Finance and Personnel Committee on August 9, 2011.

RECOMMENDATION:

THAT THE BOARD APPROVE THE AMENDED AND RESTATED REMARKETING AGREEMENT AND ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION 2011-

RESOLUTION OF THE BOARD OF DIRECTORS
OF IRVINE RANCH WATER DISTRICT AUTHORIZING EXECUTION OF
AMENDED AND RESTATED REMARKETING AGREEMENT (CONSOLIDATED
REFUNDING SERIES 2008A)

LIST OF EXHIBITS:

Exhibit "A" – Resolution Authorizing Execution of Amended Remarketing Agreement
Exhibit "B" – Amended and Restated Remarketing Agreement

Exhibit "A"

RESOLUTION NO. 2011-____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRVINE
RANCH WATER DISTRICT AUTHORIZING EXECUTION OF
AMENDED AND RESTATED REMARKETING AGREEMENT
(CONSOLIDATED REFUNDING SERIES 2008A)

WHEREAS, the Irvine Ranch Water District ("IRWD") has issued its Bonds of Irvine Ranch Water District, Consolidated Refunding Series 2008A (the "Bonds"); and

WHEREAS, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as successor to Banc of America Securities, is the remarketing agent for the Bonds by virtue of Banc of America Securities' acceptance of the appointment as such remarketing agent as of September 26, 2008 and the subsequent assumption by Merrill Lynch of Banc of America Securities' remarketing duties as of August 4, 2010; and

WHEREAS, this Board of Directors believes it is in the interest of IRWD to amend and restate the remarketing agreement relating to the Bonds, and the form of such amended and restated remarketing agreement has been presented to this meeting;

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

Section 1. The amended and restated remarketing agreement pertaining to the Bonds is hereby approved in substantially the form presented to the Board with this resolution, and the President and Secretary of IRWD are authorized and directed to execute such agreement in the form so presented with such changes therein as are approved by, and on the date for delivery established by, the Treasurer of IRWD.

Section 2. The President, Treasurer and Secretary and each other officer of IRWD, each acting singly, hereby are authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2011.

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

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

APPROVED AS TO FORM:

BOWIE, ARNESON,
WILES & GIANNONE
Legal Counsel - IRWD

By _____

BAWG00159436/ 080411

AMENDED AND RESTATED REMARKETING AGREEMENT

Between

IRVINE RANCH WATER DISTRICT

Issuer

and

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

Remarketing Agent

Dated as of June 1, 2011

Relating to

\$58,800,000

BONDS OF IRVINE RANCH WATER DISTRICT
CONSOLIDATED REFUNDING SERIES 2008A

Constituting the Consolidated Several General Obligations of
Improvement District Nos. 105, 113, 135, 161, 182, 213, 235, 250 and 261

This AMENDED AND RESTATED REMARKETING AGREEMENT, dated as of June 1, 2011 (the "Agreement"), by and between Irvine Ranch Water District, a California water district (the "Issuer") and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ("Merrill Lynch" or the "Remarketing Agent").

W I T N E S S E T H :

WHEREAS, the Issuer has issued its \$60,215,000 original aggregate principal amount Bonds of Irvine Ranch Water District Consolidated Refunding Series 2008A (the "Bonds") pursuant to an Indenture of Trust, dated as of April 1, 2008 (the "Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (the "Trustee");

WHEREAS, the Bonds are currently outstanding in the aggregate principal amount of \$58,800,000;

WHEREAS, the Bonds and the Indenture provide among other things, that the owners of the Bonds (the "Owners"), may elect (or may be required) in certain instances to tender their Bonds for purchase upon the terms and conditions contained in the Bonds and the Indenture;

WHEREAS, the Indenture provides for the appointment of a remarketing agent to perform certain duties, including the use of its best efforts to remarket any Bonds tendered for purchase by the Owners; and

WHEREAS, the Issuer and Banc of America Securities LLC ("BAS") entered into a Remarketing Agreement, dated as of September 26, 2008 (the "Original Remarketing Agreement") pursuant to which BAS agreed to accept the duties and responsibilities of the remarketing agent under the Indenture and the Original Remarketing Agreement;

WHEREAS, Merrill Lynch is the successor in interest to BAS; and

WHEREAS, the Issuer and Merrill Lynch desire to amend and restate the Original Remarketing Agreement in its entirety;

NOW, THEREFORE, for and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Indenture. In addition, the following terms shall mean:

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Rule G-34 Documents" shall mean: (i) the letter of credit agreement, reimbursement agreement, standby bond purchase agreement loan agreement, guaranty agreement or any other document establishing an obligation to provide credit and/or liquidity support with respect to the Bonds; (ii) the indenture, bond resolution, and any supplemental or series indenture(s) or resolution(s) or any other authorizing document under which the Bonds were issued; (iii) any

amendments, extensions, renewals, replacements or terminations thereof; and (iv) any other document required to comply with MSRB Rule G-34(c), as it may be amended from time to time; and, in each case where required to be delivered, such delivery shall be by electronic means in a word-searchable PDF file (or in such other form as the Remarketing Agent shall notify the Issuer in writing) labeled with the following information: (a) CUSIP number; (b) name of issuer; (c) name of transaction; (d) name of document; and (e) whether the document is an execution version or a redacted version.

“SHORT System” shall mean: the MSRB’s Short-term Obligation Rate Transparency System.

Section 2. Successor Remarketing Agent. Subject to the terms and conditions contained herein, Merrill Lynch, as successor to BAS, is hereby confirmed to be the exclusive Remarketing Agent by virtue of BAS’ acceptance of the appointment as such Remarketing Agent as of September 26, 2008 and the subsequent assumption by Merrill Lynch of BAS’ remarketing duties as of August 4, 2010, and Merrill Lynch hereby accepts and reconfirms its appointment as Remarketing Agent.

Section 3. Responsibilities of Remarketing Agent. Subject to the terms and conditions set forth in this Agreement, Merrill Lynch agrees to perform the duties of Remarketing Agent set forth in the Indenture. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Remarketing Agent will act solely as an agent and not as a principal except as expressly provided in Section 12. The Remarketing Agent shall not be liable for any action taken or omitted to be taken pursuant to this Agreement, except for its own negligence or willful misconduct.

(a) Determination of Interest Rates. The Remarketing Agent shall determine the interest rates on the Bonds in the manner and at the times specified therefor in the Indenture.

(b) Remarketing of Tendered Bonds.

(i) The Remarketing Agent shall use its best efforts to remarket Bonds to be purchased as described in the Indenture.

(ii) The Remarketing Agent:

(A) will suspend its remarketing efforts upon the receipt of notice of the occurrence of an event of default under either the Indenture or the Reimbursement Agreement, which suspension will continue for so long as such event of default shall continue (the Remarketing Agent being under no obligation to determine when such event of default shall cease); and

(B) may suspend its remarketing efforts immediately upon the occurrence of any of the following events, which suspension will continue so long as the situation continues to exist:

(1) upon written request of the Issuer;

(2) there shall hereafter be placed into effect a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(3) a general moratorium on commercial banking activities in New York is declared by either federal or New York State authorities;

(4) there shall have occurred any new outbreak of hostilities or any material escalation in any present hostilities or other new national or international calamity, crisis or terrorist activity, the effect of such outbreak, escalation, calamity, crisis or terrorist activity on the financial markets of the United States being such, in the judgment of the Remarketing Agent, as to substantially adversely affect the marketability of the Bonds;

(5) legislation shall be introduced by committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Bonds, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended (the "Securities Act") and as then in effect, or the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as then in effect, or the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") and as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby;

(6) any event shall occur or information shall become known, which, in the Remarketing Agent's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the disclosure documents provided to the Remarketing Agent in connection with the performance of its duties hereunder, whether provided pursuant to Section 5 or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(7) any governmental authority shall impose, as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force;

(8) any of the representations and warranties of the Issuer made hereunder shall not have been true and correct on the date made;

(9) the Issuer fails to observe any of the covenants or agreements made herein;

(10) any of the rating agencies then rating the Bonds or the Bank shall downgrade the ratings assigned to either the Bonds or the Bank so that the Bonds are not “Eligible Securities” as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended;

(11) legislation shall have been enacted by the Congress of the United States, or shall have been reported out of committee of either body or be pending in committee of either body, or a decision shall have been rendered by a court of the United States, the Tax Court of the United States or a court of the State referenced in Section 9 hereof, or a ruling shall have been made or a regulation or temporary regulation shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or other federal authority, with respect to federal taxation upon revenues or other income of the general character to be derived by the Issuer, or upon interest received on obligations of the general character of the Bonds, which, in the reasonable judgment of the Remarketing Agent, materially adversely affects the market for the Bonds; or

(12) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes the effect of which in either Remarketing Agent’s judgment makes it impractical to market the Bonds or to enforce contracts for the sale of the Bonds.

Section 4. Resignation and Removal of Remarketing Agent.

(a) The Remarketing Agent may at any time resign and be discharged of its duties and obligations hereunder upon providing the Issuer, the Trustee, the Paying Agent and the Bank with ninety (90) days’ prior written notice. Notwithstanding the foregoing, subsequent to the Issuer’s receipt of a resignation notice from the Remarketing Agent hereunder, if the Issuer is unable to appoint a successor Remarketing Agent within the above-referenced ninety (90) days, the Issuer may request the Remarketing Agent (which request shall be in writing and provided to the Remarketing Agent not later than ten (10) days prior to the end of the above-referenced ninety (90) days) to continue to provide remarketing services hereunder. Upon receipt of such request, the Remarketing Agent shall be under no obligation to continue serving as Remarketing Agent hereunder, but shall on a best-efforts only basis provide, for such period of time as it determines in its sole discretion, such remarketing services (with the benefit of the indemnities and compensation terms provided herein).

(b) The Remarketing Agent may be removed at any time, at the direction of the Issuer upon sixty (60) days’ prior written notice by an instrument filed with the Remarketing Agent and the Paying Agent; provided that such removal shall not take effect until the Issuer appoints a successor Remarketing Agent that satisfies the requirements of the Indenture.

(c) Upon resignation or removal of the Remarketing Agent, the Issuer shall promptly cause the Paying Agent to give notice thereof by mail to all Bondholders and to any rating agency that has assigned a rating to the Bonds. Upon the Issuer’s request, the Remarketing Agent shall assign and deliver this Agreement to its successor.

Section 5. Disclosure Materials.

(a) General. If the Remarketing Agent determines that it is necessary or desirable to use an official statement or other disclosure document in connection with its remarketing of the Bonds, the Remarketing Agent will notify the Issuer, which will provide the Remarketing Agent with a disclosure document in respect of the Bonds satisfactory to the Remarketing Agent and its counsel. The Issuer will supply the Remarketing Agent with such number of copies of the disclosure document as the Remarketing Agent requests from time to time and the Issuer will amend the document (and all documents incorporated by reference) so that at all times the document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In connection with the use of any disclosure document by the Remarketing Agent in its remarketing of the Bonds, the Issuer will furnish to the Remarketing Agent such certificates, accountants' letters and opinions of counsel as the Remarketing Agent reasonably requests. In addition, the Issuer, at its own expense, will take all steps reasonably requested by the Remarketing Agent that the Remarketing Agent or its counsel may consider necessary or desirable: (i) to register the sale of the Bonds by the Remarketing Agent under any federal or state securities law or qualify the Indenture under the Trust Indenture Act; or (ii) to enable the Remarketing Agent to establish a "due diligence" defense to any action commenced against the Remarketing Agent in respect of any disclosure document.

(b) Compliance with Rule 15c2-12. In the event that the Remarketing Agent is asked to remarket the Bonds in any situation which requires compliance with Rule 15c2-12 of the Exchange Act (the "Rule"):

(i) the Issuer will provide the Remarketing Agent with an Official Statement which the Issuer deems final as of its date (exclusive of pricing and other sales information), prior to the date the Remarketing Agent bids for, offers or sells any Bonds;

(ii) the Issuer will provide the Remarketing Agent with such number of copies of any preliminary official statement or other disclosure document prepared in connection therewith, as the Remarketing Agent may need to supply at least one copy thereof to each potential customer who requests it; and

(iii) the Issuer shall provide the Remarketing Agent within seven (7) Business Days after the interest rate is determined or by the time "money confirmations" are to be sent to customers, whichever is earlier, with a number of copies of the final Official Statement or disclosure document adequate to provide at least one copy of such final Official Statement or disclosure document to any customer or any potential customer for a period commencing on the date such final Official Statement or disclosure document is available and extending for the underwriting period as defined in the Rule (the "Underwriting Period") and, thereafter, for as long as may be required by the Rule. During the Underwriting Period, the Issuer agrees to update, by written supplement or amendment or otherwise, the final Official Statement or disclosure document such that at all times during such period the final Official Statement or disclosure document will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 6. Indemnification and Contribution.

(a) The Issuer will indemnify and hold harmless the Remarketing Agent and each of its directors, officers and employees and each person who controls the Remarketing

Agent within the meaning of Section 15 of the Securities Act, against any and all losses, claims, damages or liabilities, joint or several, to which any such indemnified party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon: (i) an allegation or determination that the Bonds should have been registered under the Securities Act or the Indenture should have been qualified under the Trust Indenture Act; or (ii) any untrue statement or alleged untrue statement of a material fact contained in any disclosure documents furnished pursuant to Section 5 hereof or the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but the Issuer will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the document in reliance upon and in conformity with written information furnished to the Issuer by the Remarketing Agent specifically for use in connection with the preparation of the documents. This indemnity agreement will not limit any other liability to any such indemnified party the Issuer otherwise may have; provided that in no event will the Issuer be obligated for double indemnification.

(b) The Remarketing Agent will indemnify and hold harmless the Issuer, and each of its directors, officers and employees, to the same extent as the foregoing indemnity from the Issuer to the Remarketing Agent, but only with reference to written information relating to the Remarketing Agent furnished by the Remarketing Agent specifically for use in the preparation of the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability the Remarketing Agent may otherwise have.

(c) An indemnified party shall, promptly after receipt of notice of the commencement of any action against such indemnified party in respect of which indemnification may be sought against an indemnifying party, notify the indemnifying party in writing of the commencement of the action. Failure of the indemnified party to give such notice will not relieve the indemnifying party from any liability it may have to such indemnified party. If such an action is brought against an indemnified party and such indemnified party notifies the indemnifying party of its commencement, the indemnifying party may, or if so requested by such indemnified party will, participate in or assume its defense, with counsel reasonably satisfactory to the indemnified party and, after notice from the indemnifying party to such indemnified party of an election to assume the defense, the indemnifying party will not be liable to the indemnified party under this Section for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense other than reasonable costs of investigation. Until the indemnifying party assumes the defense of any such action at the request of such indemnified party, the indemnified party may participate at its own expense in the defense of such action. If the indemnifying party does not retain counsel to take charge of the defense or if the indemnified party reasonably concludes that there may be defenses available to it different from or in addition to those available to the indemnifying party (in which case the indemnifying party will not have the right to assume the defense of such action on behalf of such indemnified party), legal and other expenses reasonably incurred by the indemnified party shall be borne by the indemnifying party. Any obligation under this Section of an indemnifying party to reimburse an indemnified party for expenses shall be payable in reasonable amounts and at reasonable periodic intervals not more often than monthly as required by the indemnified party, but if the indemnified party is later determined not to be entitled to indemnification under this Section or otherwise, the indemnified party will promptly return any

moneys paid pursuant to this sentence. No party will be liable with respect to any settlement effected without its consent.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in Section 6(a) hereof is due in accordance with its terms but, for any reason, is held by a court to be unavailable on grounds of policy or otherwise, the Issuer and the Remarketing Agent will contribute to the total losses, claims, damages and liabilities (including legal or other expenses of investigation or defense) to which the Issuer and the Remarketing Agent may be subject in such proportion so that the Remarketing Agent is responsible for that portion represented by the percentage that the fee to be paid to the Remarketing Agent pursuant to Section 7 hereof bears to the principal amount of the Bonds under this Agreement and the Issuer is responsible for the balance. In no case, however, will the Remarketing Agent be responsible for any amount in excess of the fee applicable to the Bonds remarketed by the Remarketing Agent under this Agreement and no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person who controls the Remarketing Agent within the meaning of the Securities Act shall have the same rights to contribution as the Remarketing Agent, and each person who controls the Issuer within the meaning of the Securities Act and each officer and each director of the Issuer will have the same rights to contribution as the Issuer, subject to the foregoing sentence. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph, notify each party from whom contribution may be sought, but the failure to give such notice will not relieve the party from whom contribution may be sought from any obligation it may have to the party entitled to contribution.

Section 7. Fees and Expenses. For the Remarketing Agent's services under this Agreement and the Indenture, the Issuer will pay the Remarketing Agent an annual fee of 125/1000th of 1% (0.00125) of the average aggregate principal amount of Bonds outstanding for the immediately preceding 3-month period for any Bonds remarketed in the Daily Mode and a fee of 100/1000th of 1% (0.00100) of the average aggregate principal amount of Bonds outstanding for the immediately preceding 3-month period for any Bonds remarketed in the Weekly Mode. Under the Daily Mode or the Weekly Mode, the Issuer will pay the fee quarterly in arrears commencing January 1, 2009, based on the actual number of days elapsed over 365 or 366, as appropriate. When Bonds are remarketed in connection with the conversion of the interest rate to a Monthly Mode, Semi-Annual Mode, Annual Mode, Long-Term Mode or Fixed Rate Mode, the Issuer and the Remarketing Agent will agree on a fee.

The Issuer will pay all expenses of delivering remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements.

Section 8. Representations, Warranties, Covenants and Agreements of the Remarketing Agent. The Remarketing Agent, by its acceptance hereof, represents, warrants and covenants and agrees with the Issuer as follows:

(a) the Remarketing Agent is a member of the Financial Industry Regulatory Authority (successor to the National Association of Securities Dealers), having a

capitalization of at least \$50,000,000, and otherwise meets the requirements for the Remarketing Agent set forth in the Indenture;

(b) the Remarketing Agent has been duly incorporated, is validly existing and is in good standing under the laws of the State of Delaware, and is authorized by law to perform all the duties and obligations imposed upon it as Remarketing Agent by this Agreement and the Indenture; and

(c) the Remarketing Agent has full power and authority to take all actions required or permitted to be taken by the Remarketing Agent by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement and the Indenture.

Section 9. Representations, Warranties, Covenants and Agreements of the Issuer. The Issuer, by its acceptance hereof, represents, warrants, covenants, and agrees with the Remarketing Agent that it:

(a) is a California water district under the laws of the State of California;

(b) has full power and authority to take all actions required or permitted to be taken by the Issuer by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement and any other instrument or agreement relating thereto to which the Issuer is a party;

(c) has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date to authorize: (i) the execution, delivery and performance of this Agreement, the Reimbursement Agreement and any other instrument or agreement to which the Issuer is a party and which has been or will be executed in connection with the transactions contemplated by the foregoing documents; and (ii) the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated by the foregoing agreements and by the Official Statement;

(d) will provide Merrill Lynch Corporate Credit ("ML Credit") at the address noted in Section 14 hereof within 120 days of the end of each fiscal year, with a copy of its annual audited financial statements for that fiscal year; and

(e) will promptly notify the Remarketing Agent by electronic means of any material adverse changes that may affect the remarketing of the Bonds or any fact or circumstance which may constitute, or with the passage of time will constitute, an event of default under the Indenture or the Reimbursement Agreement.

Section 10. Term of Agreement. This Agreement shall become effective on the date hereof and shall continue in full force and effect until the payment in full of the Bonds or the earlier conversion of all Bonds to the Fixed Rate Mode, subject to the right of termination as provided herein.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 12. Dealing in Bonds by the Remarketing Agent.

(a) The Remarketing Agent, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds, including, without limitation, any Bonds offered and sold by the Remarketing Agent pursuant to this Agreement, and may join in any action which any Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Remarketing Agent, in its individual capacity, may sell any of such Bonds at prices above or below par, at any time. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depository, trustee, or agent for any committee or body of Owners or other obligations of the Issuer as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to constitute the Remarketing Agent an underwriter of the Bonds or to obligate the Remarketing Agent to purchase any Bonds at any time.

(c) The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Remarketing Agent in which the Remarketing Agent is acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934), financial advisor or fiduciary to the Issuer; (ii) the Remarketing Agent has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations the Remarketing Agent has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 13. Intention of Parties. It is the express intention of the parties hereto that any purchase, sale or transfer of any Bonds, as herein provided, shall not constitute or be construed to be the extinguishment of any Bonds or the indebtedness represented thereby or the reissuance of any Bonds.

Section 14. Miscellaneous.

(a) Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and either: (i) hand-delivered; (ii) sent by electronic means; or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid, to:

The Remarketing Agent:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Bank of America Tower
One Bryant Park, 9th Floor
New York, NY 10036
Attention: Municipal Markets Department
Telephone: (212) 449-5101
Telecopy: (646) 736-6960
Email: dg.temms@baml.com

ML Credit
Bank of America, N.A.
Bank of America Plaza
333 South Hope Street, 13th Floor
Los Angeles, CA 90071-1406
Attention: Greg Bailey
Telephone: (213) 621-7131
Telecopy: (213) 621-3606
Email: greg.s.bailey@baml.com

The Issuer:

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, California 92618
Attention: Treasurer
Telephone: (949) 453-5300
Telecopy: (866) 665-0048
Email: jacobson@irwd.com

The Trustee and Paying Agent:

The Bank of New York Mellon Trust Company, N.A.
700 S. Flower St., Suite 500
Los Angeles, California 90017
Attention: Marina Meza
Telephone: (213) 630-6228
Telecopy: (213) 630-6215
Email: marina.meza@bnymellon.com

The Bank:

Sumitomo Mitsui Banking Corporation
277 Park Avenue
New York, New York 10172
Attention: Ronald Rumack
Telephone: (212) 224-4631
Telecopy: (212) 224-5189
Email: Rrumack@smbc-lf.com

ML Credit:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
4 World Financial Center
21st Floor
New York, New York 10080
Attention: Mr. Cyril Swatko
Telephone: (212) 449-8339
Telecopy: (212) 738-1794
Email: cyril_swatko@baml.com

The Remarketing Agent, the Issuer, the Trustee, the Paying Agent, the Bank and ML Credit may, by notice given under this Agreement, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

(b) This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The terms "successors" and "assigns" shall not include any purchaser of any of the Bonds merely because of such purchase. Neither the Bank nor any Owner or other third party shall have any rights or privileges hereunder. Notwithstanding the foregoing, with prior written notice to (but without the consent of) the Issuer, the Trustee, the Paying Agent and the Bank, the Remarketing Agent may assign or transfer any or all of its rights and obligations as remarketing agent hereunder and under the Indenture to any other direct or indirect wholly-owned subsidiary of Bank of America Corporation so long as such subsidiary meets the qualifications for a Remarketing Agent set forth in the Indenture and is otherwise permitted to perform such obligations under all applicable federal and state banking and securities laws, rules and regulations.

(c) All of the representations and warranties of the Issuer and the Remarketing Agent in this Agreement shall remain operative and in full force and effect, regardless of: (i) any investigation made by or on behalf of the Remarketing Agent or the Issuer; (ii) the offering and sale of and any payment for any Bonds hereunder; or (iii) the termination or cancellation of this Agreement.

(d) This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) Nothing herein shall be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties except as expressly provided herein.

(f) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(g) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(h) The Issuer agrees that it shall provide the following to the Remarketing Agent to assist in complying with its obligations under subsection (c) of Municipal Securities Rulemaking Board (“MSRB”) Rule G-34(c) (“Rule G-34”):

(1) on the effective date of this Remarketing Agreement, a copy of the executed and currently effective Rule G-34 Documents;

(2) no later than ten (10) Business Days prior to the proposed date of any amendment, extension or renewal, replacement or termination of any of the then current Rule G-34 Documents, written notice that such document is proposed to be amended, extended, renewed, replaced or terminated, as the case may be, and the expected date of execution and delivery of such amendment, extension, renewal, replacement or termination, as the case may be;

(3) within one (1) Business Day after the execution and delivery of any amendment, extension, renewal, replacement or termination, as the case may be, of any of the then current Rule G-34 Documents, a copy thereof; and

(4) no later than three (3) Business Days after receiving a request from the Remarketing Agent for any Rule G-34 Document, a copy thereof.

In each instance that Rule G-34 Documents are delivered to the Remarketing Agent pursuant to this Section 14(h), the Issuer shall provide: (A) a clean final execution copy of each relevant document; and (B) in any such document where any redactions are made: (y) a redacted final execution copy of document; and (z) a file containing a list showing all redactions that have been made to such document.

(i) If the Issuer determines that any information in the Rule G-34 Documents is confidential or proprietary, the Issuer shall discuss such information and the potential redaction thereof with the Remarketing Agent and its counsel to ensure compliance with subsection (c) of Rule G-34.

(j) In the event that the Issuer does not provide the Remarketing Agent with a copy of a document described in Section 14(h) above, the Issuer acknowledges that the Remarketing Agent may file a notice with the MSRB’s Short-term Obligation Rate Transparency System (the “SHORT System”) that such document will not be provided at such times as specified by the MSRB and in the SHORT System users manual.


(k) The Issuer will hold harmless the Remarketing Agent with respect to any confidential or proprietary information that is made public when the Remarketing Agent files the Rule G-34 Documents with the SHORT System.

(l) If there are any additional regulatory requirements, amendments or modifications to the securities laws with which the Remarketing Agent must comply, the Issuer shall take all steps reasonably requested by the Remarketing Agent or its counsel necessary to comply with such additional requirements.

(m) The Issuer shall reimburse the Remarketing Agent for any costs incurred in connection with compliance with subsection (c) of Rule G-34 including, but not limited to, fees charged by trustees or other parties supplying missing documents.

Section 15. Delivery to Trustee. The Issuer shall deliver an executed copy of this Agreement to the Trustee, and delivery of this Agreement to the Trustee shall satisfy the requirements of Section 8.06 of the Indenture.

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August 22, 2011
Prepared and
Submitted by: Debby Cherney
Approved by: Paul Cook 

CONSENT CALENDAR

CORRECTION TO RESOLUTION 2011-16 ADOPTING CALPERS
CONTRIBUTION RATES FOR SENIOR MANAGEMENT STAFF

SUMMARY:

Throughout the spring of 2011, the Board considered staff's recommendations about decreasing the level of Employer Paid Member Contributions (EPMC) to the California Public Employee Retirement System (CalPERS). On April 25, 2011, the Board adopted three separate resolutions which established contributions for the General Manager and Assistant General Manager (who currently pay 6 of the 8% employee contribution), the Senior Management staff (who should be paying 5 of the 8% employee contribution) and all remaining full-time regular employees (who currently pay 3 of the 8% employee contribution).

Resolution 2011-16 which established the Senior Management team's contribution contained a typographical error stating that the District would pay 4% of normal member contributions as EPMC. The Resolution should have read that the District would pay 3% of the normal member contributions as EPMC. Attached as Exhibit "A" is a proposed Resolution which corrects the typographical error. Staff recommends that the Board adopt the Resolution.

FISCAL IMPACTS:

The proposed change is consistent with the FY 2011-12 Operating Budget.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

The correction was not specifically reviewed by the Finance and Personnel Committee as the correction is ministerial in nature.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION OF THE BOARD OF
DIRECTORS OF THE IRVINE RANCH WATER DISTRICT,
ORANGE COUNTY, CALIFORNIA CORRECTING RESOLUTION 2011-16 ON
EMPLOYER PAID MEMBER CONTRIBUTIONS
(FOR SENIOR MANAGEMENT STAFF)

Consent Calendar – Correction to Resolution 2011-16 Adopting CalPERS Contribution Rates for
Senior Management Staff
August 22, 2011
Page 2

LIST OF EXHIBITS:

Exhibit “A” – Resolution Correcting Resolution 2011-16

EXHIBIT "A"

RESOLUTION 2011-___

**RESOLUTION OF THE BOARD OF
DIRECTORS OF THE IRVINE RANCH WATER DISTRICT,
ORANGE COUNTY, CALIFORNIA CORRECTING RESOLUTION NO. 2011-16 ON
EMPLOYER PAID MEMBER CONTRIBUTIONS
(FOR SENIOR MANAGEMENT STAFF)**

WHEREAS, the governing body of the Irvine Ranch Water District (District) has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the District has a written policy which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the District a resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the District has identified conditions for the purpose of its election to pay EPMC; and

WHEREAS, Resolution No. 2011-16 adopted by the governing body of the District on April 25, 2011 contained a typographical error in the percentage figure used to state the EPMC benefit as a percentage of normal member contributions for Senior Management.

NOW, THEREFORE, that the governing body of the Board of Directors of Irvine Ranch Water District elects to pay EPMC as set forth below:

Section 1. The benefit shall apply to all employees of Senior Management staff.

Section 2. This benefit shall consist of paying 3% (three percent) of the normal member contributions as EPMC.

Section 3. The effective date of this Resolution shall be September 1, 2011.

ADOPTED, SIGNED and APPROVED this 22nd day of August, 2011.

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

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

APPROVED AS TO FORM:
BOWIE, ARNESON, WILES AND GIANNONE

Legal Counsel

August 22, 2011

Prepared by: S. Malloy/P. Uematsu/

M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook

CONSENT CALENDAR

UPCOMING PROJECTS STATUS REPORT

SUMMARY:

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

BACKGROUND:

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

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

RECEIVE AND FILE.

LIST OF EXHIBITS:

Exhibit "A" – Upcoming Projects Status Report

Exhibit "A"

IRWD UPCOMING PROJECT STATUS REPORT

Project Name	Planning	Start	Construction	Construction
	Start	Design	Award	Final Acceptance
LAWRP Landscaping				Summer 2011
Facility Fire Protection Improvements - DW PS Roof Replacements				Summer 2011
Lake Forest Woods Area Sewer Rehabilitation				Summer 2011
Reservoir Recycled Water Dechlorination Stations				Summer 2011
RMS at 5 DW Reservoirs	Winter 2012			
SCWD BPS Generators/Walls			Fall 2011	Summer 2012
Newport Blvd. (SAH) Waterline Relocation			Summer 2011	Summer 2012
Trabuco Road Bridge DW and RW Upsizing			Summer 2011	Winter 2012
Newport Coast Catholic Protection				Summer 2011
University Drive Pipelines Catholic Protection			Fall 2011	Summer 2012
Operations Center Expansion - Mezzanine Conversion				Spring 2012
Santiago Dam and Outlet Tower Seismic Stability Study	On-going			
Alton Parkway, Commercentre to Towne Centre (City)				Spring 2012
Alton Parkway, Irvine Boulevard to Commercentre (County)				Spring 2012
OPA 16" Pipeline Replacement				Summer 2012
Barranca-Dyer Redhill Widening -Misc Relocations (RA w/ COI)				Summer 2011
Zone C Pipeline Relocation Lake Forest Glass Creek Sports Park (RA w/ LF)			Spring 2012	Spring 2013
Lake Forest Rancho Parkway Extension (RA w/ LF)			Spring 2012	Spring 2013
PA 40 Capital Pipelines DW S RW (RA w/ ICDC)				Summer 2011
PA 40 Capital Pipelines DW & RW, Phase 2 (RA w/ ICDC)			Summer 2011	Spring 2012
Capital Pump Sta Zone A to B (completion concurrent w/ PA 40 Phz 3)		Fall 2011	Spring 2012	Winter 2013
PA 39 Phase I Capital Pipelines S & RW, (RA w/ ICDC)			Summer 2011	Spring 2012
PA-18 (Laguna) DW & RW Pipelines (RA w/ ICDC)				Summer 2011
PA-6 PH2 Neighborhood 3 MCAS RW Zone C 12" (RA w/ ICDC)			Summer 2012	Summer 2013
PA-9B Jeffrey Road Zones 3, A, B and C Pipelines (RA w/ICDC)			Summer 2012	Summer 2013
Tustin Ranch Road (RA w/Tustin)			Fall 2011	Fall 2012
MWRP Biosolids and Energy Recovery Facilities			Summer 2012	Fall 2014
MWRP Phase 2 Expansion				Fall 2012
Operations Center Expansion - Dept. 50 Storage Building				Fall 2011
DRWF Well Starters 10 & 16				Fall 2011
Lake Forest (LAWD) PLC Replacement and Control System Upgrades			Winter 2012	Summer 2012
Water Operations Transdyn Replacement				Spring 2012
NTS Site 62 & SAMS1			Winter 2011	Fall 2012
OPA PRVs and Fire Flow Improvements			Summer 2011	Winter 2012
Sand Canyon Avenue Grade Separation				Winter 2014
Well 21 & 22 Wellhead Facilities				Spring 2012
Well 21 & 22 Pipelines				Spring 2012
Well 21 & 22 Treatment Plant (Design/Build)				Spring 2012

August 22, 2011

Prepared by: T. Bonkowski/M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook

CONSENT CALENDAR

EAST IRVINE ZONE 3 RESERVOIR PHOTOVOLTAIC SYSTEM – FINAL ACCEPTANCE

SUMMARY:

The East Irvine Zone 3 Reservoir Photovoltaic (PV) System was constructed by Halcyon Electric, Inc. (Halcyon). This project has received final inspection and acceptance of this project is recommended.

BACKGROUND:

Halcyon was awarded this project's construction contract to install a completed PV system. Under this project, a fully complete 224.1 kilowatt PV system was installed on the roof of the East Irvine Zone 3 Reservoir No. 2, which included 832 Sunpower Corporation SPR-305-R photovoltaic panels mounted on a non-penetrating roof racking system, a Satcon Powergate Plus 250 kW grid tie-in inverter, all conduits and wiring, handrail system and all other materials to complete this project. In addition, Halcyon constructed a security lighting system for the site. The East Irvine Zone 3 Reservoir No. 2 is located at 13497 Alton Parkway, in the city of Irvine, north of the former Marine Corps Air Station at El Toro and west of the 133 Toll Road. A Location Map is attached as Exhibit "A".

Project Title:	East Irvine Zone 3 Reservoir Photovoltaic System Project
Project Nos.:	11367 (1006)
Design Engineer:	CH2M Hill, Mark Balan & Associates
Contractor:	Halcyon Electric, Inc.
Original Contract Cost:	\$1,400,000.00
Final Contract Cost:	\$1,498,740.75
Original Contract Days:	270
Final Contract Days:	270
Total Budget:	\$2,032,800

Total Project Cost (Est.): \$1,839,200

Final Change Order Approved On: May 5, 2011

FISCAL IMPACTS:

Project 11367 (1006) is included in the FY 2011-12 Capital Budget. The existing budget and Expenditure Authorizations were sufficient to complete this project.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ACCEPT CONSTRUCTION OF THE EAST IRVINE ZONE 3 RESERVOIR PHOTOVOLTAIC SYSTEM, PROJECT 11367 (1006); AUTHORIZE FILING OF A NOTICE OF COMPLETION; AND AUTHORIZE THE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

Exhibit "A" – Location Map

EXHIBIT "A"



6

East Irvine Zone 3 Reservoir No. 2

Civix

Imagery Date: 10/20/17 11:51:53 AM

August 22, 2011

Prepared by: J. Smyth/M. Gortez

Submitted by: K. Burton

Approved by: Paul Cook

CONSENT CALENDAR

NEWPORT COAST AREA PIPELINES CATHODIC PROTECTION UPGRADES
CONTRACT CHANGE ORDER AND FINAL ACCEPTANCE

SUMMARY:

American Construction and Supply, Inc. (American) completed the installation of the cathodic protection system for the metallic domestic water, recycled water, and wastewater pipelines serving the Newport Coast Area. Staff recommends that the Board:

- Approve Contract Change Order (CCO) No. 3 with American in the credit amount of <\$240,417.>;
- Accept construction of the Newport Coast Area Pipelines Cathodic Protection Upgrades Project; and
- Authorize payment of the retention 35 days after the date of recording the Notice of Completion.

BACKGROUND:

In November 2009, the Board awarded construction of the Newport Coast Area Pipelines Cathodic Protection Upgrades to American in the amount of \$1,962,095. The newly protected pipelines are shown on the Location Map attached as Exhibit "A". The final CCO No. 3 in the credit amount of <\$240,417.> is being requested for approval and is attached as Exhibit "B". The change order items are summarized in the Staff Report attached as Exhibit "C". The project has received a final inspection and is recommended for final acceptance.

Project Summary:

Project Title:	Newport Coast Area Pipelines Cathodic Protection Upgrades
Project Nos.:	10917, 20410, 30917
Design Engineer:	Corrpro Companies
Construction Management by:	IRWD Staff
Contractor:	American Construction and Supply, Inc.
Original Contract Cost:	\$1,962,095

Final Contract Cost:	\$1,764,269
Original Contract Days:	330
Substantial Completion Days:	350
Final Contract Days:	350
Total Budget:	\$2,533,100
Total Project Cost:	\$1,954,038
Final Change Order Approved:	August 2011

FISCAL IMPACTS:

Projects 10917 (1664), 20410 (1665), and 30917 (1474) are included in the FY 2011-12 Capital Budget. The existing budgets and Expenditure Authorizations are sufficient.

ENVIRONMENTAL COMPLIANCE:

This activity is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301 which provides exclusion for minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. A notice of exemption was filed with the County of Orange on October 6, 2009.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

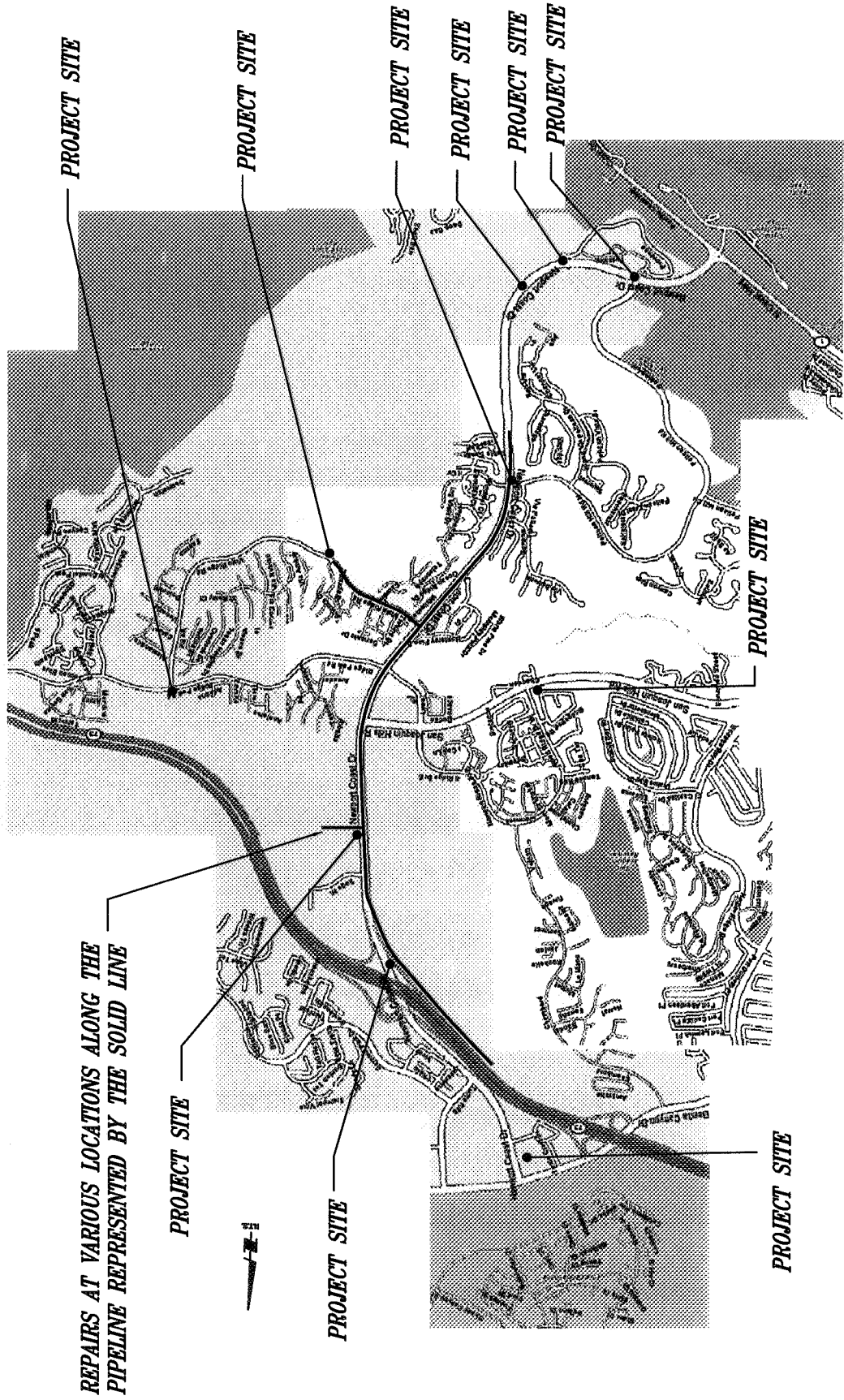
THAT THE BOARD APPROVE CONTRACT CHANGE ORDER NO. 3 WITH AMERICAN CONSTRUCTION AND SUPPLY, INC. IN THE CREDIT AMOUNT OF <\$240,417.>; ACCEPT CONSTRUCTION OF THE NEWPORT COAST AREA PIPELINES CATHODIC PROTECTION UPGRADES, PROJECT NUMBERS 10917 (1664), 20410 (1665) AND 30917 (1474); AND AUTHORIZE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

- Exhibit "A" – Location Map
- Exhibit "B" – Contract Change Order No. 3
- Exhibit "C" – Staff Report

EXHIBIT "A"

**NEWPORT COAST AREA CATHODIC PROTECTION PROJECT
LOCATION MAP**



REPAIRS AT VARIOUS LOCATIONS ALONG THE PIPELINE REPRESENTED BY THE SOLID LINE

PROJECT SITE

PROJECT SITE

PROJECT SITE

PROJECT SITE

PROJECT SITE

PROJECT SITE

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PROJECT SITE

PROJECT SITE

CO **Exhibit "B"** DER

IRVINE RANCH WATER DISTRICT
 5600 Sand Canyon Avenue
 Irvine, California 92718
 (949) 453-5300



C.O. No. 3
 Final
 Project No. 10917

Newport Coast Area Pipelines Cathodic Protection Upgrades

Project Title

Date: 7/20/11

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
1. Extra Work for the installation of impressed current cathodic protection systems (Bid Item Numbers 2, 3, 4, 5, 6, 7, 10) due to differing site conditions and additional potholing.	\$60,104.20		
2. Extra Work for the installation of eighteen (18) additional cathodic test stations.	\$14,570.50		
3. Increase Bid Item Numbers 16.1b and 16.2b by quantity 1 each for continuity bond excavations and no joint was found.	\$29,498.00		
4. Increase Bid Item Number 16.4 by quantity 3 for additional discontinuity repairs.	\$44,247.00		
5. Increase in Bid Item Number 21 for additional scope of work.	\$12,500.00		
6. The actual quantity of continuity bonds required was less than estimated quantity in the scope of work (Bid Item Numbers 16.1a, 16.1b, 16.2b, 16.3, 16.5, 16.8, 16.9, 17, 18, 24)		(\$401,337.00)	
See attached Staff Report for further detail.			
TOTAL	\$160,919.70	(\$401,337.00)	

DAYS ±

1. NET AMOUNT THIS CHANGE ORDER	=	(\$240,417.30)	
2. ORIGINAL CONTRACT AMOUNT	=	\$1,962,095.00	330
3. TOTAL PREVIOUS CHANGE ORDER(S)	=	\$42,592.26	20
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=	\$2,004,687.26	350
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=	\$1,764,269.96	

We hereby agree to make the above change subject to the terms of this change order for the sum of: (\$240,417.30)

Credit of Two Hundred Forty Thousand Four Hundred Seventeen and 30/100 ----- Dollars

8/1/2011 Date American Construction Contractor By: Steve McKim

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
	<u>8/1/11</u> Date	Department Director Approval Required <input type="checkbox"/>
IRWD Engineer or Consulting Engineer		General Manager Approval Required <input type="checkbox"/>
	<u>8/2/11</u> Date	Committee Approval Required <input type="checkbox"/>
Principal Engineer		Board Approval Required <input checked="" type="checkbox"/>
	<u>8/4/11</u> Date	
Director of Engineering and Construction		By _____ Date _____
General Manager		Purchase Order No. _____

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

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

Exhibit "C"

Staff Report for

Newport Coast Area Pipelines Cathodic Protection Upgrades Contract Change Order No. 3 (Final)

The Newport Coast Area Pipelines Cathodic Protection Upgrades Project Numbers 10917 (1664), 20410 (1665), 30917 (1474) was constructed by American Construction and Supply, Inc (American). This staff report summarizes the components of Contract Change Order No. 3 (CCO No. 3), which is in the deductive amount of \$240,417.30.

Item No. 1: \$60,104.20

American submitted "Daily Extra Work Tickets" for additional work in connection with the following bid items:

Bid Item no. 2 – Material and installation of impressed current Cathodic Protection (CP) system at Newport Coast Drive and Provence;

Bid Item no. 3 - Material and installation of impressed current CP system at Newport Coast Drive and Pelican Hills Drive North;

Bid Item no. 4 – Material and installation of impressed current CP system at Newport Coast Drive and Zone G BPS turnout;

Bid Item no. 5 – Material and installation of impressed current CP system at Newport Coast Drive and Bonita Canyon Road;

Bid Item no. 6 – Material and installation of impressed current CP system at Newport Coast Drive and Zone D BPS;

Bid Item no. 7 – Material and installation of impressed current CP system at Newport Coast Drive and San Joaquin Hills Road; and

Bid Item no. 10 – Material and installation of impressed current CP system at Vista Ridge Road and Zone 6 BPS.

Staff reviewed American's "Daily Extra Work Tickets" for accuracy and confirmed that additional work was required in each instance due to differing site conditions from the as-built documentation. Additional potholing was necessary due to the differing site conditions. Staff negotiated a final lump sum amount of \$60,104.20 for the additional work.

Item No. 2: \$14,570.50

The installation of joint bonds to repair discontinuities in Bid Item 16 provided an opportunity to install CP test stations to enhance future corrosion monitoring of the pipelines. Staff requested American to provide an estimate for the additional test stations; staff reviewed and accepted the estimates prior to commencing work. The cost for the eighteen CP test station installations is \$14,570.50.

Item No. 3: \$29,498.00

American submitted an extra work request to locate five discontinuities on the 24-inch Zone 4 DW pipeline and on the 20-inch Zone D RW pipeline. Staff reviewed the extra work request and determined that only two were legitimate based on verification with the inspection reports. The work is one additional discontinuity each for Bid Items 16.1b (24-inch Zone 4 DW) and 16.2b (20-inch Zone D RW) at a unit cost of \$14,479 each, totaling \$29,498.00.

Staff Report
for
Newport Coast Area Pipelines Cathodic Protection Upgrades
Contract Change Order No. 3 (Final)

Page 2

Item No. 4 \$44,247.00

The contract documents reflected the repair of three discontinuities on the 24-inch Zone 4 DW pipeline in Vista Ridge Road (Bid Item no. 16.4). American submitted an extra work request for locating and repairing three additional discontinuities. Inspection Staff confirmed the performance of this additional work. The extra work is three additional discontinuities for Bid Item no. 16.4 at a unit cost of \$14,479 each, totaling \$44,247.00.

Item No. 5: \$12,500.00

The contract documents did not specify the number of CP test stations to be tested in the final startup, commissioning, and testing (Bid Item no. 21). American submitted an extra work request to perform additional testing. Staff reviewed the request by analyzing the work required on previous cathodic protection monitoring proposals to validate the additional work effort. Staff negotiated an additional cost of \$12,500 for this item.

Item No. 6: (\$401,337.00)

The contract required the contractor to repair electrical discontinuities on several pipeline segments; the items are shown in the table below. During the course of construction, staff found a less expensive alternative method of performing this work. Rather than excavating a trench of up to 20-feet in length to locate a (discontinuous) pipe joint and install joint bonding, the alternative method involves opening a 2-foot square hole, vacuum excavation, and installing the joint bonding via extension-type tools handled from above the excavation. Staff issued a Purchase Order to Kantex Industries (Kantex) to perform 'test' installations of CP joint bonding to repair electrical discontinuities. Kantex successfully performed this work. Staff met with the Director of Engineering and Construction and obtained concurrence to delete the higher cost bid items from the project and use the alternative method in a future project. A detailed list of reduction in the scope of work is provided in the table below:

Bid Item	Description	Bid Qty	Unit	Unit Price	Actual Qty	Change in Quantity	Change in Bid Item Amount
16.1a	Discontinuities in unpaved locations for Zone 4 24" DW SCC pipe	10	EA	\$4,380	8	(2)	(\$8,760)
16.1b	Discontinuities in paved locations for Zone 4 24" DW SCC pipe	10	EA	\$14,749	5	(5)	(\$73,745)
16.2b	Discontinuities in paved locations for Zone D 20"/24" RW SCC pipe	18	EA	\$14,749	5	(13)	(\$191,737)
16.3	Discontinuities in paved locations for Zone G 20" RW CML&C pipe	4	EA	\$14,749	2	(2)	(\$29,498)
16.5	Discontinuities in paved locations for 16" RW line along Vista Ridge Rd.	3	EA	\$14,749	0	(3)	(\$44,247)
16.8	Install bond on 20" DW pipeline at Station 63+80	1	EA	\$7,900	0	(1)	(\$7,900)
16.9	Install bonds across valves/tee on DW line at Zone 4 Emergency Pump Station	4	EA	\$7,900	3.5	(0.5)	(\$3,950)
17	Traffic Control Plans and Permitting for Repairing Discontinuities	20	EA	\$1,500	7	(13)	(\$19,500)
18	Locate Electrical Discontinuities	60	EA	\$1,000	40	(20)	(\$20,000)
24	Training	1	LS	\$2,000	0	(1)	(\$2,000)
Total							(\$401,337)

August 22, 2011

Prepared by: H. Cho/M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook

CONSENT CALENDAR

DOMESTIC WATER BOOSTER PUMP STATIONS ROOF REPLACEMENT
FINAL ACCEPTANCE

SUMMARY:

The Domestic Water Booster Pump Stations (BPS) Roof Replacement Project constructed metal roofs at the Portola Zone 6-8 BPS, Foothill Zone 4-6 BPS, and Lake Forest Zone 2-3 West BPS to replace the existing wood roofs. These BPS's are located adjacent to potential wildfire areas, and the roofs were replaced to harden the structures. In addition, the Santiago Zone 5-6 BPS had its plastic skylights replaced with metal lids and the wood fascia covered with metal trim to harden the building. The project received a final inspection by staff and acceptance is recommended.

BACKGROUND:

Project Title:	Domestic Water Booster Pump Station Roof Replacement
Project No.:	11359 (1809)
Design Engineer:	AECOM
Construction Management by:	IRWD Staff
Contractor:	Pacific Hydrotech
Original Contract Cost:	\$576,070.00
Final Contract Cost:	\$632,835.30
Original Contract Days:	150
Substantial Completion Days:	394
Final Contract Days:	394
Total Budget:	\$914,100
Total Project Cost (Est.):	\$914,100
Final Change Order Approved On:	August 15, 2011

FISCAL IMPACTS:

Project 11359 (1809) is included in the FY 2011-12 Capital Budget. The existing budget and Expenditure Authorizations were sufficient to complete this project.

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301 which provides exemption for minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. A Notice of Exemption was filed with the County of Orange on June 4, 2010.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDED MOTION:

THAT THE BOARD ACCEPT CONSTRUCTION OF THE DOMESTIC WATER BOOSTER PUMP STATIONS ROOF REPLACEMENT, PROJECT 11359 (1809); 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.

August 22, 2011
Prepared by: D. Lochridge
Submitted by: D. Pedersen *DWP.*
Approved by: Paul Cook */ Paul Cook*

CONSENT CALENDAR

CENTRAL ZONE 1 RESERVOIR EXTERIOR PAINTING FINAL ACCEPTANCE

SUMMARY:

The exterior repainting of the Central Zone 1 Reservoir was completed by Advanced Industrial Service, Inc. The project has received final inspection and acceptance is recommended.

BACKGROUND:

Project Title:	Central Zone 1 Reservoir Exterior Painting
Project Nos.:	11025
Design Engineer:	Harper & Associates Engineering, Inc.
Contractor:	Advanced Industrial Service, Inc.
Original Contract Cost:	\$209,000
Final Contract Cost:	\$219,000
Original Contract Days:	60 Days
Final Contract Days:	60 Days
Total Budget:	\$377,850
Total Project Cost (Est.):	\$219,000
Final Change Order Approved On:	6/10/11

FISCAL IMPACTS:

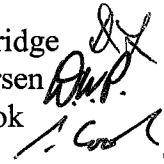
Project 11025 was included in the FY 2010-11 Capital Budget. The existing budgets and Expenditure Authorizations were sufficient.

August 22, 2011

Prepared by: D. Lochridge

Submitted by: D. Pedersen

Approved by: Paul Cook



CONSENT CALENDAR

DEEP AQUIFIER TREATMENT SYSTEM
BUILDING UPGRADE AND ROOF REPAIR REPLACEMENT
FINAL ACCEPTANCE

SUMMARY:

Approximately 2,400 square feet of sheet metal on the Deep Aquifer Treatment System (DATS) roof was removed and replaced due to chemical off-gassing damage. The project received final inspection and acceptance of the project is recommended.

BACKGROUND:

Project Title:	DEEP AQUIFIER TREATMENT SYSTEM BUILDING UPGRADE AND ROOF REPAIR REPLACEMENT
Project Nos.:	11287
Design Engineer:	Garland and Co. Inc.
Contractor:	Commercial Roofing
Original Contract Cost:	\$194,410
Final Contract Cost:	\$194,410
Original Contract Days:	60 Days
Final Contract Days:	45 Days
Total Budget:	\$237,000
Total Project Cost (Est.):	\$80,000
Final Change Order Approved On:	None

Consent Calendar: Deep Aquifer Treatment System Building Upgrade and Roof Repair
Replacement - Final Acceptance
August 22, 2011
Page 2

FISCAL IMPACTS:

Project 11287 was included in the FY 2010-11 Capital Budget. The existing budgets and Expenditure Authorizations were sufficient.

ENVIRONMENTAL COMPLIANCE:

This activity is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ACCEPT THE CONSTRUCTION OF THE DEEP AQUIFIER TREATMENT SYSTEM ROOF REPLACEMENT, PROJECT 11287 (1835); AUTHORIZE FILING OF A NOTICE OF COMPLETION; AND AUTHORIZE THE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

None.

August 22, 2011

Prepared by: J. Smyth/M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook

Handwritten signatures and initials are present over the typed names. There are three distinct signatures: one above 'Prepared by', one above 'Submitted by', and one above 'Approved by'. The initials 'K.B.' are written over the name 'K. Burton'.

CONSENT CALENDAR

CATHODIC PROTECTION MONITORING CONSULTANT SELECTION FOR FISCAL YEARS 2011-12 AND 2012-13

SUMMARY:

IRWD installs and operates cathodic protection systems to prevent failure of essential metallic pipelines and steel tank reservoirs identified as having a high rate of corrosion potential. These cathodic protection systems require periodic monitoring, evaluation and adjustment to ensure optimal protection of the pipelines and structures. The District routinely utilizes consultant services on two year contracts to perform these functions. Staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement with RBF Consulting (RBF) in the amount of \$173,460 for the Cathodic Protection Monitoring project for FY 2011-12 and FY 2012-13.

BACKGROUND:

Throughout the years the District has installed Impressed Current and Galvanic Cathodic Protection Systems (CP Systems) to prevent failure of essential metallic pipelines and steel tank reservoirs identified as having a high rate of corrosion. CP Systems utilize anode beds and electric current requiring periodic monitoring, evaluation and adjustment to ensure optimal protection of the metallic structure. The District routinely utilizes consultant services to monitor, evaluate and adjust the CP Systems on 19 metallic pipelines and 12 steel tank reservoirs for a two year period. This monitoring contract includes the addition of eight pipelines and a steel tank reservoir due to the recent installation of the Newport Coast and Tustin Marketplace CP systems, and the acquisition of Fleming reservoir.

Consultant Selection:

A Request for Proposal was issued on June 23, 2011 to four corrosion consultants: RBF, Cathodic Dynamics, Farwest Corrosion, and Corrosion Control Specialists. All four consultants attended the pre-proposal meeting on June 30, 2011 and submitted proposals. Cathodic Dynamics and Corrosion Control Specialists submitted a joint venture proposal. Staff reviewed and ranked the proposals as shown in the Consultant Selection Matrix which is attached as Exhibit "A". While RBF's fee is slightly higher than Farwest Corrosion's fee, Farwest Corrosion's cost per labor hour is 15% more than RBF's and RBF's proposed hours are more consistent with staff's expectation based on past experience. RBF's proposal was ranked the best and staff recommends awarding the Professional Service Agreement to RBF for an amount of \$173,460. RBF's proposal is attached as Exhibit "B".

FISCAL IMPACTS:

Funding for the Cathodic Protection Monitoring project is included in the FY 2011-12 Operating Budget and staff will propose the needed funding in the FY 2012-2013 Operating Budget.

ENVIRONMENTAL COMPLIANCE:

This activity is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15268, Ministerial Projects.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO RBF CONSULTING FOR \$173,460 FOR THE CATHODIC PROTECTION MONITORING PROJECT FOR FY 2011-12 AND FY 2012-13.

LIST OF EXHIBITS:

Exhibit "A" – Consultant Selection Matrix
Exhibit "B" – RBF's Scope of Work and Fee Proposal

EXHIBIT "A"
PROPOSAL ANALYSIS
Impressed Current Rectifier Monitoring

Item	Description	Weights	Cathodic Dynamics	Farwest	RBF
A	<u>TECHNICAL APPROACH</u>	60%			
1	Project Understanding	30%	3	2	1
2	Scope of Work/Responsiveness to RFP	30%	3	2	1
3	Proposal Approach	20%	3	2	1
4	Man Hour Estimates	20%	3	2	1
	Weighted Score (Technical Approach)		3	2	1
B	<u>EXPERIENCE</u>	40%			
1	Project Manager	35%	3	1	2
2	Project Engineers	40%	3	2	1
3	Completed similar projects including IRWD	15%	3	2	1
4	Local Office	10%	3	1	2
	Weighted Score (Experience)		3	1.55	1.45
	COMBINED WEIGHTED SCORE		3	1.82	1.18
C	<u>OTHER (Yes/No)</u>				
1	Schedule		Y	N	Y
2	Insurance		Y	Y	Y
3	Joint Venture		Y	N	N
4	Conflict of Interest		N	N	N
D	<u>TASKS (Labor Hours)</u>				
	Kickoff Meeting		Included	16	16
1	Initial Background Material Review		13	72	3
2	Initial Data Collection		760	544	847
3	ICCP Adjustments		Included	128	Included
4	Initial Report and Comments Meeting		189	112	60
5	Quarterly Data		2,160	288	582
6	Final Report and Comments Meeting		156	112	50
	<i>Total Labor Hours</i>		3,278	1,272	1,558
	Total Cost	Year 1	\$179,020	\$75,888	\$88,270
		Year 2	\$169,746	\$74,608	\$84,190
	Contingency				
	Expenses		\$20,100	\$12,000	\$1,000
	TOTAL FEE AMOUNT (2 years)		\$368,866	\$162,496	\$173,460
	FINAL RANKING		3	2	1
	FORCED RANKINGS:				
	1 - Highest				
	3 - Lowest				



SECTION I: PROJECT UNDERSTANDING/APPROACH/SCOPE OF WORK

General

RBF Consulting's project understanding and approach for monitoring the impressed current and sacrificial cathodic protection systems is based on our discussion with IRWD Staff, site visits, and previous successful experience on similar monitoring and survey projects performed for Irvine Ranch Water District (Santiago Aqueduct Commission) and other Districts.

PROJECT UNDERSTANDING AND APPROACH

It is our understanding that this project is part of IRWD's on-going operation of maintaining their water facilities. The monitoring of the 51 impressed current cathodic protection (ICCP) systems for various pipelines, totaling approximately 58 miles with 438 test stations; and, 11 reservoirs (4 rectifiers, 8 galvanic) is part of the District's annual maintenance program. The program ensures safe operation of the cathodic protection systems and integrity of existing structures.

A thorough survey and rectifier adjustment is crucial in maintaining the longevity of equipment and facilities. Our approach assumes that all rectifiers are operational and in proper working order.

PROJECT SCOPE

The proposed scope of work includes the following Tasks:

The RBF team will utilize the same techniques which have proven to be successful for other long term clients requiring the resources of an experienced team for corrosion Services.

Task 1 Kickoff Meeting

A kickoff meeting will be held at the beginning of the project at IRWD.

Task 2 - Initial Background Material Review

Review of background material for the pipelines/reservoirs including but not limited to the following:



Irvine Ranch Water District

- Atlas maps
- As-Built drawings
- Potential readings: All previous potential readings will be provided to the consultant by IRWD in tabular form where available. GPS data, northing/easting, and/or latitude/longitude data of test station locations will be supplied.
- Rectifier Readings: All previous rectifier readings will be provided to the consultant by IRWD in tabular form where available.
- Reservoir internal inspection reports (as needed).
- Historical cathodic protection reports and recommendations (as needed).

Task 3 – Initial Data Collection and System Adjustments

Collect the following data to ensure ICCP systems are operating in accordance with NACE standards:

- For pipelines:
 - Collect CPTS pipe-to-soil potentials with rectifier on and instant off
- For reservoirs collect:
 - Tank-to-water potentials at the bottom and every 1' of elevation
 - Tank bottom-to-soil potentials at four compass points
- Collect rectifier output and anode readings for pipelines and reservoirs
- Recommend repair and maintenance items discovered during data collection to be corrected by IRWD.
- IRWD will assist with traffic control and permits should test stations occur in travel lanes.
- IRWD will provide assistance in locating test stations as needed.
- RBF will provide certificates showing completion of confined space entry program and will follow IRWD's safety plan and permit for confined space entry.

Adjust the ICCP systems in order to provide the optimum level of protection for the pipelines and reservoirs in accordance with NACE International standards including RP-0169-02 Control of External Corrosion on Underground or Submerged Piping Systems, RP-0196 Internal Galvanic CP for Water Tanks, RP-0193 External On-Grade Tank Bottoms, RP-0388 Internal ICCP for Water Tanks.

Task 4 – Quarterly Data

Monitor rectifier output/anode readings and adjust the ICCP systems as needed for the three quarters following Tasks 1 thru 3. The budget reflects quarterly readings of rectifier anodes at the 51 locations along the pipelines, 5 reservoirs sites and approximately 50 test stations at various locations along the pipelines. This assumes test



Irvine Ranch Water District

station readings during normal operating conditions.

Reservoirs with galvanic cathodic protection systems will not be included in the quarterly data collection. These systems are only tested once per year in Task 3.

Task 5 – Initial Report

The draft Initial Report of the baseline data will be submitted to IRWD within fifty (50) calendar days after the Notice to Proceed. Six (6) copies and one electronic copy in PDF format will be submitted to IRWD for review. A comments meeting will follow IRWD's review of the draft Initial Report. Two (2) weeks following the comments meeting, six (6) hardcopies and an electronic file for the Initial Report, including incorporated comments, will be submitted. Please refer to the schedule found in Section III.

Task 6 – Quarterly Data Updates

RBF will provide updates to IRWD in a technical memorandum format for each quarterly reading.

Task 7 – Final Report

The draft Final Report is to be submitted to IRWD following the 3rd quarter data collection. Six (6) hardcopies and one electronic copy in PDF format will be submitted to IRWD for review. A comment meeting will follow IRWD's review of the draft Final Report. Within two (2) weeks following the comments meeting, six (6) hardcopies and an electronic file for the Final Report, including incorporated comments, will be submitted.

The final report shall be prepared, including the following:

- a. Presentation of the initial, quarterly and final data in tabular and graphical form which shall include the data observations and results of the field surveys, calculations, estimates, analyses, and the engineer's recommendations.
- b. Determination of interference on project pipelines from other cathodic protection systems and/or stray currents.
- c. Negative impacts on adjacent pipelines and recommendations for corrective measures.
- d. Summary of cathodic protection system adjustments.
- e. Recommendations for repair and maintenance items discovered during data



Irvine Ranch Water District

collection to be corrected by IRWD.

- f. Recommendations for the type and extent of additional cathodic protection facilities including test stations, bonds or insulators that might be needed.
- g. Recommendations for the repair or replacement of cathodic protection facilities including anodes, rectifiers, permanent reference cell electrodes, and additional test stations.
- h. An engineer's estimate of the design and construction costs of recommended facilities.

Value-Added Measures

There are various measures that RBF will provide as a value added scope for IRWD.

Stray Currents

RBF will be watchful for various facilities in the areas of the pipelines:

- Overhead and buried power lines
- Any pumping facilities with variable speed drives (sewer plants, lift stations, irrigation pumps, etc.)
- Other purveyors' rectifiers in close proximity to the water systems namely petroleum gas lines.

All of which are potential sources of stray current that could affect the District's CP systems. Stray currents will more than likely be noticed during rectifier adjustments when a scope is used for the adjustment process. RBF will update the District on any findings of stray current and measures to be taken to protect the District's facilities.

Revision Changes to As-Built Drawings

During the data collection process, should test stations be located in areas that are not consistent with as-built drawings, RBF will assist the District in red lining plans to correct the plan document.

General Rectifier Condition Assessment

During the readings and adjustment of rectifiers, RBF will measure the output ohm resistance on the deep anode wells. This can provide an estimated life expectancy of the anode well. The life span of this costly item will be an important factor for budgeting purposes.

Another factor that affects the rectifier life expectancy is the condition of vent lines from the anode. This vent must be open to allow either chlorine or oxygen gas to dissipate. In many situations, RBF has found this vent line capped, damaged, or improperly constructed resulting in the termination of the anode well. More often, a new anode



Irvine Ranch Water District

well must be constructed.

The general interior and exterior of rectifiers must also be checked for general potential safety problems. Typically, safety concerns are related to older rectifier units. As an example, rectifiers must have a current disconnect on the outside of the cabinet. And, in general, rodents frequently nest in rectifier cabinet boxes, causing rectifiers to short out causing costly repairs. RBF will assess these items and provide updates and recommendations for the District.

Traffic Control Plans

RBF is capable of creating traffic control plans should they be required as part of an encroachment permit requirement. RBF has previous background history in providing traffic control measures for the City of Irvine. Traffic control plans can be created in-house to ensure a timely and quality product.

Assumptions:

The proposed scope of work does not include Corrosion Services for the following:

- Design, construction or inspection of new facilities.
- Failure analysis.
- Repair and/or replacement of cathodic protection stations or damaged or missing cathodic test stations other than those listed above.

It is anticipated that these services would be provided for under a separate agreement, if required.

FEE PROPOSAL							
IRWD Corrosion Services for CP Rectifier Monitoring for Fiscal Year 2011-2012							
Task Description	Project Manager	Corrosion Specialist	Corrosion Tech	Clerical Eng Aid	Total Estimated Hours	Direct Fees	Total Estimated Fee
	\$ 145.00	\$ 135.00	\$ 100.00	\$ 75.00			
1 Kickoff Meeting	3	2	3		8		\$ 1,005.00
2 Initial Background Material Review	1	1	1		3		\$ 380.00
3 Initial Data Collection							\$ -
Pipelines	16	65	231	8	320		\$ 34,795.00
Reservoirs	2	56	56	8	122		\$ 14,050.00
4 Quarterly Data							\$ -
2nd Quarter	2	24	60	8	94		\$ 10,130.00
3rd Quarter	2	24	60	8	94		\$ 10,130.00
4th Quarter	2	24	60	8	94		\$ 10,130.00
5 Initial Report	4	4	12	2	22		\$ 2,470.00
Comments Meeting	3	3	3		9		\$ 1,140.00
6 Quarterly Data and Updates	4		4		8		\$ 980.00
7 Final Report	4	4	8		16		\$ 1,920.00
Comments Meeting	3	3	3		9		\$ 1,140.00
Reproductions						\$ 500	\$ 500.00
Total	46	210	501	42	799	\$ 500	\$ 88,770.00

FEE PROPOSAL							
IRWD Corrosion Services for CP Rectifier Monitoring for Fiscal Year 2012-2013							
Task Description	Project Manager	Corrosion Specialist	Corrosion Tech	Clerical Eng Aid	Total Estimated Hours	Direct Fees	Total Estimated Fee
	\$ 145.00	\$ 135.00	\$ 100.00	\$ 75.00			
1 Kickoff Meeting	3	2	3		8		\$ 1,005.00
2 Initial Background Material Review (Not Applicable)							\$ -
3 Initial Data Collection							\$ -
Pipelines	16	65	194	8	283		\$ 31,095.00
Reservoirs	2	56	56	8	122		\$ 14,050.00
4 Quarterly Data							\$ -
2nd Quarter	2	24	60	8	94		\$ 10,130.00
3rd Quarter	2	24	60	8	94		\$ 10,130.00
4th Quarter	2	24	60	8	94		\$ 10,130.00
5 Initial Report	4	4	12		20		\$ 2,320.00
Comments Meeting	3	3	3		9		\$ 1,140.00
6 Quarterly Data and Updates	4		4	2	10		\$ 1,130.00
7 Final Report	4	4	8		16		\$ 1,920.00
Comments Meeting	3	3	3		9		\$ 1,140.00
Reproductions						\$ 500	\$ 500.00
Total	45	209	463	42	759	\$ 500	\$ 84,690.00

Fees have been discounted by showing the same rates for both 2011-2012 through 2012-2013. This project is anticipated to continue into 2013. The fees provided will apply until December 31, 2013 for this project only. Due to everchanging costs, RBF reserves the right to increase those portions of the contract fee for which work must still be completed after December 31, 2013.

August 22, 2011

Prepared by: C. Kessler/P. Weghorst

Submitted by: G. Heiertz

Approved by: Paul Cook

CONSENT CALENDAR

ON-CALL CEQA/NEPA PROFESSIONAL SERVICES AGREEMENT VARIANCE NO. 3

SUMMARY:

Irvine Ranch Water District utilizes Professional Service Agreements for on-call services related to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The existing Professional Services Agreement for on-call services with ICF International, attached as Exhibit "A", is nearly expended and staff anticipates additional supplemental environmental review work. Staff recommends that the Board authorize the General Manager to execute Variance No. 3 to the contract with ICF for additional supplemental environmental review work for an amount of \$30,000.

BACKGROUND:

In May 2009, the Engineering and Operations Committee approved the execution of a Professional Services Agreement for on-call CEQA/NEPA services with environmental consultant ICF. This contract was executed to allow ICF to perform up to \$50,000 of professional services for small-scale and expedited CEQA/NEPA activities. The use of on-call CEQA/NEPA services from ICF has allowed IRWD to comply with the fast-track nature of several projects.

Variations to the On-call Agreement with ICF were previously executed as follows:

- In January 2010, the General Manager approved Variance No. 1 for services associated with the Orange Park Acres (OPA) Sub Area Master Plan (SAMP) Improvements Project for \$20,568.
- In May 2010, the General Manager approved Variance No. 2 for estimated needs to provide small-scale and expedited CEQA/NEPA activities through June 2011. The variance allowed for the same level of services that were provided in the first year of the agreement term.

Staff requests approval of Variance No. 3 to provide additional supplemental environmental review work related to projects previously worked on by ICF.

FISCAL IMPACTS:

There are sufficient funds in the capital budget for FY 2011-12 for executing Variance No. 3. Task orders for specific projects with existing budgets and Expenditure Authorization will be provided to the consultant at the time on-call services are requested.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 3 TO THE ON-CALL CEQA/NEPA PROFESSIONAL SERVICES AGREEMENT WITH ICF INTERNATIONAL IN THE AMOUNT OF \$30,000 TO PROVIDE ADDITIONAL SUPPLEMENTAL ENVIRONMENTAL REVIEW WORK RELATED TO PROJECTS PREVIOUSLY PERFORMED BY ICF INTERNATIONAL.

LIST OF EXHIBITS:

Exhibit "A" – Variance No. 3 with ICF International for Additional On-call CEQA/NEPA Services.

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: <u>ICF International – On Call CEQA & NEPA Professional Services Agreement</u>				
Project No.: <u>N/A (On-call)</u> Project Manager: <u>Christian Kessler</u>				
Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	CEQA services for Orange Park Acres SAMP	1/6/10	1/6/10	\$20,568
2	Projected CEQA/NEPA needs	4/22/10	5/10/10	\$75,000
3	Provide supplemental environmental review related to projects previously worked on by ICF.	8/10/11		\$30,000

August 22, 2011

Prepared by: M. Jack

Submitted by: K. Burton

Approved by: Paul Cook

CONSENT CALENDAR

CONTRACT CONSTRUCTION INSPECTION SERVICES

SUMMARY:

The District's current workload for capital and operational improvement projects includes four very large treatment plant projects, several wellhead facilities, several large pipelines and numerous operations support projects. In addition, the Irvine Community Development Company (ICDC), and Cities of Tustin, Lake Forest and Irvine, and the County of Orange are also constructing projects that include construction of District capital infrastructure. Due to the high volume of projects and overlapping deadlines, additional construction inspection services are needed for the next year. Staff recommends that the Board authorize the General Manager to execute a Professional Service Agreement with Tetra Tech, Inc. in the amount of \$200,000 for on-call construction inspection services required for various development and capital projects.

BACKGROUND:

The District's current and upcoming workload for capital improvement projects includes four very large treatment plant projects, several wellhead facilities, several large pipeline projects, and numerous operations support construction projects. In addition to the high volume of capital and operations projects, ICDC is also constructing infrastructure in Planning Areas 18 (Laguna Alta), 9 (Stonegate), 39 (Los Olivos), and 40 (Cyprus Village). Also, the Cities of Tustin, Lake Forest and Irvine, and the County of Orange are moving forward with the construction of several large road projects that include construction of District capital infrastructure.

The District's construction inspection staff consists of six inspectors that are currently responsible for the inspection, field coordination, and record drawing preparation of over 195 projects spread across the District. The group is currently supported by an additional three consultant construction inspectors that are assigned to the Michelson Water Recycling Plant (MWRP) Phase II Expansion Project and Wells 21 and 22 Desalter Project.

Based on currently active and upcoming construction projects, staff requires one additional full time inspector for a period of up to one year. Upon completion of the current high volume of construction projects, the inspection services will no longer be required, and it is anticipated that the workload will return to a level that can be supported by the District's inspection staff.

Construction Inspector Selection Process:

Over the last year, staff has requested proposals for construction inspection services for both large, more complex capital and small, simpler development projects from several consultants, including Butier, CH2M Hill, HDR, Arcadis (formerly Malcolm Pirnie), SAIC (formerly R.W. Beck), and Tetra Tech. Staff has evaluated several candidates from various firms and selected key individuals from HDR, Arcadis, and Butier as construction inspectors on the MWRP Phase II Expansion Project and the Wells 21 and 22 Treatment Plant Project.

To support the construction of development projects, staff has identified an individual from Tetra Tech, Inc. with extensive experience with construction of small diameter water and sewer pipelines and appurtenances and the demonstrated ability to inspect and coordinate multiple projects simultaneously. Tetra Tech has successfully worked on past District projects, and their understanding and knowledge of IRWD's construction standards will allow Tetra Tech staff to be immediately productive. Tetra Tech will also be available to inspect capital and operations construction projects on an as-needed basis.

The scope of work for the construction inspection is defined as on-call services. Staff negotiated a very favorable fully burdened rate of \$95 per hour, which includes a truck and fuel, cell phone and laptop computer. Staff recommends awarding a Professional Services Agreement with Tetra Tech, Inc. in the amount of \$200,000 for on-call construction inspection services. Tetra Tech's Scope of Work and billing rate schedule are attached as Exhibit "A".

FISCAL IMPACTS:

Funding for the construction inspection services will be provided from the various developer and capital projects being constructed as part of each project's budget.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC. IN THE AMOUNT OF \$200,000 FOR ON-CALL CONSTRUCTION INSPECTION SERVICES.

LIST OF EXHIBITS:

Exhibit "A" – Tetra Tech Inspection On-Call Proposal

Exhibit "A"



TETRA TECH

July 29, 2011

Mr. Mike Jack
Construction Inspector Manager
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618

Reference: Proposal to Provide On-Call Construction Inspection Services

Dear Mr. Jack:

Tetra Tech is pleased to submit this proposal as requested in your email for extended On-Call Construction Inspection Services over the next 12 months. Tetra Tech has a responsive, local, and experienced team ready to provide the required services to IRWD. Our approach to providing the construction management services IRWD requires begins with assigning the right team members. These team members are self-starters and can multi-task by working on more than one project on any given day, yet still see to the successful completion of each project. Our highly qualified team members possess decades of experience, and have a proven track record of making sure that projects are completed on schedule and within budget. Our project team's success in public works projects will give you the confidence to entrust IRWD's projects to our team.

Our team is comprised of the following individuals:

- Construction Manager – Ms. Luanne Bean, P.E., and former Class A General Engineering Contractor with more than 25 years of experience.
- Construction Observer and ACI Special Inspector – Mr. Manuel Briones with 35 years of experience.
- Construction Observer and ACI Special Inspector – Mr. Mark Sanchez with seven years of experience.
- Construction Observer and ACIA, NPDES, Certified Public Works Inspector – Mr. Rick Wiggins with 14 years of experience.
- Labor Compliance and Audits – Ms. Mylynn Nguyen.

We are confident that our attached proposal demonstrates the multi-faceted experience and expertise of our team. Our team is dedicated to supporting IRWD in reaching your projects' objectives. We will provide IRWD with outstanding construction management, construction observation, and special inspection to ensure that IRWD's projects are managed with technical expertise that result in the delivery of quality projects that adhere to the terms and conditions of the construction plans and specifications.

Tetra Tech, Inc.
17885 Von Karman Ave, Suite 500, Irvine, CA 92614
Tel 949-809-5000 Fax 949-809-5010 www.tetrattech.com



TETRA TECH

Mr. Mike Jack
July 29, 2011
Page 2

Please do not hesitate to contact me by telephone at (949) 809-5154 or via email at steven.agor@tetrattech.com or Ms. Luanne Bean at (949) 809-5179 or at luanne.bean@tetrattech.com, who is our Construction Management Group Leader, if you have any questions or if I may provide you with additional information. We look forward to working with IRWD on your projects.

Sincerely,

Steven Agor, P.E.
Vice President
Engineering and Architecture Services

RSA/LB/cg
M:\Marketing\Proposals\WTRS\FY2011\IRWD On-Call CM\drafts\01cvrltr.doc

Attachment

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SECTION 1 PROJECT TEAM

Tetra Tech has assembled a specific project team composed of construction professionals who clearly demonstrate Construction Management experience and a clear understanding of IRWD's potential needs. Below are brief descriptions about the members of our project team.

IRWD's Construction Inspector Manager: Tetra Tech considers IRWD to be a key and primary team member. Tetra Tech will report directly to IRWD's Construction Inspector Manager on a daily basis. Tetra Tech will utilize IRWD's Daily Construction Report form and will submit this via email to IRWD's Construction Inspector Manager followed by a printed and signed hard copy complete with jobsite photographs. Tetra Tech will keep IRWD's Construction Inspector Manager informed of both major and minor issues during construction, while continually developing proactive solutions and informing IRWD's Construction Inspector Manager regarding any construction issue which may develop.

Tetra Tech's project team members are outlined below, with brief resumes attached in the Appendix.

Construction Manager: **Ms. Luanne Bean, P.E.**, will serve as the Construction Manager. She has more than 25 years of extensive engineering and construction management experience of large transportation, environmental, municipal, industrial, federal, and public works facilities, including extensive Caltrans experience and large diameter pipelines up to 12-feet in diameter. Additionally, her experience is unique because Ms. Bean is both a Licensed Civil Engineer and was also a Class A General Engineering Contractor. As such, Ms. Bean has seen design and construction from both sides of the fence and brings with her proactive solutions to many common construction issues. She is fully aware of potential problems that may arise with the Contractor, such as front end loading of the Schedule of Values and hiding float within the project schedule, and will endeavor to protect IRWD from these. Ms. Bean's duties will include providing leadership and supervising this complex and high performance Construction Management Team and will serve as IRWD's primary point of contact.

Construction Observer and ACI Special Inspector: **Mr. Manuel Briones, ACI Certified Concrete Special Inspector**, is a skilled concrete Special Inspector and Construction Observer with nearly 35 years of construction experience. Mr. Briones has provided construction observation services on numerous public works and Caltrans transportation projects, arterial roadways and streets, as well as to municipal and institutional clients, and is continually commended for his knowledge, diligence, and commitment to the client. Mr. Briones is highly proficient as an ACI Special Inspector as well as a Construction Observer. He ensures that procedures and materials comply with the plans and specifications; observes work in progress to assure conformance with requirements and is of acceptable workmanship; checks plans for compliance with code requirements and discrepancies before and after issuance of permits; coordinates the construction of projects with the client, utilities agencies, contractors and subcontractors; demonstrates continuous effort to improve operations, minimize project delays, and streamline work processes; reviews contract plans and specifications for compliance; and prepares daily reports with photographs attached.

Construction Observer and ACI Special Inspector: **Mr. Mark Sanchez** will be the Construction Observer and ACI Special Inspector for IRWD. He is a qualified and certified ACI Concrete Special Inspector. He is highly skilled at performing construction oversight of transportation projects as well as water and waste water infrastructure systems. Mr. Sanchez excels at interpreting plans and specifications; performing on-site observation; and providing final completion punch-list and warranty walkthroughs. He has sound knowledge of all phases of construction, from award of contract through project completion. Mr. Sanchez has maintained an excellent working relationship with clients due to his meticulous documentation and effective communication skills.

Construction Observer and ACIA, NPDES, Certified Public Works Inspector: **Mr. Rick Wiggins** is a Construction Observer, as well as a Certified Public Works Inspector through the ACIA. Additionally, he is a NPDES, Regulations and Best Management Practices, Certified Inspector. Mr. Wiggins is experienced in public works projects, including installation of water distribution pipelines ensuring that these projects are constructed to the

proper lines and grades within the standards of the Construction Documents. Mr. Wiggins excels as a Construction Observer by accurately reading and interpreting plans, maps and specifications. His clients note that he effectively coordinates the various subcontractors, such as materials testing and surveyors, and his precise daily reports of work performed and progress made are accurately prepared. He laboriously provides information for change orders and "as-built" records; provides comprehensive estimates of work progress and recommends progress payments to contractors, if appropriate; carefully conducts or participates in preliminary and final observations before acceptance of contractors' work; and efficiently obtains compliance within the workmanship and warranty requirements of the construction Contract Documents.

Labor Compliance and Audits: **Ms. Mylynn Nguyen** will be providing the labor compliance audits to ensure that the Contractor is performing his work in accordance with the terms and conditions of the Contract Documents. She is very familiar with the labor compliance rules and regulations, and has conducted employee interviews in the field and reviewed the Contractor's documentation, including Certified Payroll Reports, to check for compliance to these labor standards. Furthermore, Ms. Nguyen knows the requirements related to Caltrans and FHWA's standards. Ms. Nguyen is knowledgeable in the Cal/OSHA requirements, and has developed project specific Health and Safety Plans for use in the field. Additionally, she has provided public outreach by creating the design and content of public notices and ensuring the timely distribution of these notices to residents and businesses affected by construction activity.

SECTION 2 - FEE

The following is Tetra Tech's fee schedule for Construction Management Services on IRWD's various projects:

Construction Management

Construction Observer I.....	\$ 95.00
Construction Observer II	\$ 100.00
Construction Observer III	\$ 105.00
Labor Compliance.....	\$ 60.00
Construction Manager.....	\$ 175.00

NOTE: Rates subject to change annually. All rates are inclusive of mileage and computer costs.



Mark Sanchez
ACI Special Inspector
Construction Observer

Mr. Sanchez is a qualified and certified ACI Concrete Special Inspector. He is highly skilled at performing construction oversight of transportation projects as well as water and waste water infrastructure systems. Mr. Sanchez excels at interpreting plans and specifications; performing on-site inspections; and providing final completion punch-list and warranty walkthroughs. He has sound knowledge of all phases of construction, from award of contract through project completion. Mr. Sanchez has maintained an excellent working relationship with Clients due to his meticulous documentation and effective communication skills.

EXPERIENCE

Bid Schedule No. 1307: Railroad and Street Improvements Project, City of Burbank, Burbank, CA, 2010 – Mr. Sanchez was the Construction Observer for this ARRA project that involves road improvements and widening for northbound traffic on Buena Vista Street from Winona Avenue to the I-5 NB ramps. Additional improvements included new catch basins, a new pre-signal on Buena Vista Street for SB traffic approaching the RR tracks, and the permanent closure of N. San Fernando Boulevard between Buena Vista Street and Winona Avenue. Mr. Sanchez was instrumental to the City to ensure that this project was completed on-time and within budget and kept the City informed of the daily construction activities.

Buena Vista North Project, City of Burbank, Burbank, CA, 2010 – Mr. Sanchez was the Construction Observer for the construction roadway improvements at Buena Vista Street, from Vanowen Street to San Fernando Boulevard. Additional work involved the adjustment of manhole and covers to finished grade, water valve and cover to finished grade, and gas valve and cover to finished grade; construction surveying; environmental compliance (NPDES); and Traffic Control.

Relocation of 30-inch Eastern Transmission Line, Moulton Niguel Water District and City of San Juan Capistrano, San Juan Capistrano, CA, 2009 – Mr. Sanchez was the Construction Observer for the relocation of a 30-inch concrete mortar lined cement water transmission main. Mr. Briones was instrumental in ensuring that the 125 linear foot microtunneling t under Oso Creek and the excavation of a bore and receiving pit went smoothly and that each element of work was properly observed prior to allowing the Contractor to proceed.

Vista Del Verde Village IV Improvement, Yorba Linda Water District, Yorba Linda, CA, 2005 – Mr. Sanchez was the Construction Observer during the construction of 4,000 linear feet of 12-inch C900 PVC water main, 36-inch CML&C water main pipe, and 4,500 linear feet of 36-inch Zone 4 CML&C steel pipe to serve a new planned community development. Project duties included being involved with all shutdowns and tie-ins to all existing water mains.

Lakeview Avenue Water Pipeline Toll Bros. 36 inch Zone 4 Domestic Water Transmission Main, Yorba Linda Water District, Yorba Linda, CA, 2005 – Mr. Sanchez was the Construction Observer during the construction of 1,300 linear feet of 36-inch Zone 4 CML&C steel pipe. Project duties included being involved with all shutdowns and tie-ins to all existing water mains.

Project Role:
Construction Observer,
ACI Special Inspector

Education:
Chaffey Junior College

Registrations/Certifications:
Metrolink Safety Trained

ACI Concrete Field Testing
Technician #00163572

10-Hour Construction OSHA
Safety

Heavy Equipment - Teamster
Union Training

Professional Affiliations:

Office:
Irvine, California

Years of Experience:
Seven

Years with Tetra Tech:
Five



Mark Sanchez
ACI Special Inspector
Construction Observer

Colorado Ocean Relief Project, City of Santa Monica, Santa Monica, CA, 2009 – Mr. Sanchez was the Construction Observer for the Colorado and Ocean Avenue sewer system improvements which involved microtunneling under the I-10 Freeway to install two 42-inch diameter high density polyethylene sewer lines. Project also included the fabrication of sewer manhole structures, enlargement of existing sewer manholes, upgrading existing water lines, and installation of water service lines.

Headlands Development Project, South Coast Water District, Dana Point, CA, 2007 – Mr. Sanchez was the Construction Observer for the installation of 8-inch and 12-inch water main and appurtenances including water services, fire hydrants, air vacs, disinfection of pipeline and hydrostatic pressure testing; 8-inch sewer main and appurtenances including sewer services, cleanouts, manholes and air pressure testing.

University Park Project, Hover Development Company, Inc., Palm Desert, CA, 2007 – Mr. Sanchez was the Construction Observer during the construction of a 250-acre development site of a combination of residential and commercial tracts. Project involved the mass grading of over 1.5 million cubic yards of dirt; the construction of new roadways, sewer and domestic water services, and storm drain systems; and the installation of dry utility conduits. This project also included the construction of retaining walls and all aspects of landscaping construction, including two new parks.

C.I. Replacements, S.S Sewer Improvements and Vista Loma Sewer Realignment, Yorba Linda Water District, Yorba Linda, CA, 2006 – Mr. Sanchez was the Construction Observer during the construction of upsizing existing 8-inch sewer to 10–12 inch size VCP and the construction of manholes for new sewer lines and tie-ins to existing sewer. Project duties included air testing and creating a final video at the end of project.

Improvement Plans for Tentative Tract Map 16549 Lakeview Avenue – (Station 17+00 to 63+00), Yorba Linda Water District, Yorba Linda, CA, 2005 – Mr. Sanchez was the Construction Observer during the construction of approximately 4,600 linear feet of 8-inch VCP sewer pipe. Project involved construction of manholes for new sewer lines and tie-ins to existing sewer. Project duties included air testing and creating final video at end of project.

12 MG Ogden Reservoir Site Improvements, City of San Bernardino, San Bernardino, CA, 2007 – Mr. Sanchez was the Construction Observer for site improvements to accommodate the future construction of a 12.0 MG partially buried reservoir and booster pump station at the Ogden site for the City of San Bernardino Municipal Water Department. Project included rough and fine grading, water piping, storm drainage system, on-site percolation basin, and fencing.

12 MG Medical Center (Scott Labs) Reservoir Construction, City of San Bernardino, San Bernardino, CA, 2006 – Mr. Sanchez was the Construction Observer during the construction of a 12 MG concrete reservoir with site provisions for a future 12.0 MG reservoir for the City of San Bernardino Municipal Water Department. Appurtenant elements included site grading, water piping, storm drainage system, access, telemetry, lighting, landscaping, and security measures.

925-2A 6MG Prestressed Concrete Reservoir, City of Ontario, Ontario, CA, 2006 – Mr. Sanchez was the Construction Observer during over-excavation and re-compaction to build concrete reinforced reservoir pad. Observation included underground perforated pipe installation for leak drainage, placement of rebar for concrete pad, and seismic cable installation.

August 22, 2011

Prepared by: A. Kalinsky

Submitted by: J. Hills/D. Pedersen *D.P.*

Approved by: Paul Cook *Paul Cook*

CONSENT CALENDAR

FISCAL YEAR 2011-12 WATER QUALITY PLANNING RESERVES BUDGET AND EXPENDITURE AUTHORIZATIONS

SUMMARY:

Staff is requesting authorization to expend 100% of the funds of Water Quality Planning Reserves Capital Projects 11576 (1253), 21086 (1595) and 30357 (1725) to complete various small projects during Fiscal Year (FY) 2011-12. A table summarizing a current list of various small Water Quality projects under FY 2011-12 Water Quality Planning Reserves is provided in Exhibit "A".

BACKGROUND:

The following Water Quality Planning Reserves projects are allocated in the IRWD FY 2011-12 Capital Budget:

- Project 11576 (1253) Water Quality Planning Reserves – Domestic;
- Project 21086 (1595) Water Quality Planning Reserves – Wastewater; and
- Project 30357 (1725) Water Quality Planning Reserves – Irrigation.

Staff requests the Board approve FY 2011-12 Water Quality Planning Reserves budgets and Expenditure Authorizations in the amounts listed below. The Expenditure Authorizations include funds for staff time and outside contractor/consultant work required to complete projects. The Expenditure Authorizations are attached as Exhibit "B".

FISCAL IMPACTS:

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11576 (1253)	\$107,300	\$ -0-	\$107,300	\$ -0-	\$107,300	\$107,300
21086 (1595)	\$ 52,300	\$ -0-	\$ 52,300	\$ -0-	\$ 52,300	\$ 52,300
30357 (1725)	\$ 95,300	\$ -0-	\$ 95,300	\$ -0-	\$ 95,300	\$ 95,300
Total	\$254,900	\$ -0-	\$254,900	\$ -0-	\$254,900	\$254,900

ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in Section 15378 (b) (3) of the California Environmental Quality Act.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

THAT THE BOARD APPROVE EXPENDITURE AUTHORIZATIONS IN THE AMOUNT OF \$107,300 FOR PROJECT 11576 (1253); \$52,300 FOR PROJECT 21086 (1595); AND \$95,300 FOR PROJECT 30357 (1725).

LIST OF EXHIBITS:

Exhibit "A" – Table 1, Water Quality Reserves projects list 2011-2012
Exhibit "B" – Expenditure Authorizations

EXHIBIT "A"

Date requested	Project Name	Description	Project Allocation	Projected Costs		Total	Actual Costs		Projected Schedule		Actual Schedule		Requestor	Director's approval
				Inside	Outside		Inside	Outside	Start	End	Start	End		
			Wastewater											
2/2/11	Regulatory Compliance	Provide consulting services for unplanned report preparation or regulation implementation	PR21086	\$500	\$3,500	\$4,000			7/1/2011	6/30/2012			Cindy Beck	Yes
2/2/11	Regulatory Compliance	Provide equipment for unplanned projects or regulatory requirements	PR21086	\$500	\$5,500	\$6,000			7/1/2011	6/30/2012			Cindy Beck	Yes
2/2/11	Regulatory Compliance	Environmental regulatory compliance and/or remediation for unexpected or emergency situations	PR21086	\$500	\$4,500	\$5,000			7/1/2011	6/30/2012			Cindy Beck	Yes
2/2/11	Regulatory Compliance	Provide training services for unplanned or new training requirements	PR21086	\$500	\$3,500	\$4,000			7/1/2011	6/30/2012			Cindy Beck	Yes
2/2/11	Laboratory Planning and Method Development	Laboratory planning or method development to accommodate workload and analytical needs associated with emerging contaminant testing new treatment technologies, and meeting more stringent discharge limits.	PR21086	\$0	\$13,000	\$13,000			7/1/2011	6/30/2012			Lars Oldewage	Yes
2/2/11	Ammonia Oxidation Bacteria	Funding for UCI sponsored project on molecular monitoring of ammonia oxidation bacteria at MWRP	PR21086	\$1,000	\$10,000	\$11,000			7/1/2011	6/30/2012			Arseny Kalinsky	Yes
2/2/11	IRWD/UCI-UWRC Project Collaboration	Collaborate with UCI on small short term projects of mutual interest	PR21086	\$500	\$1,500	\$2,000			7/1/2011	6/30/2012			Arseny Kalinsky	Yes
2/2/11	Wastewater Process Control Development	Various treatment processes improvements and field/online instruments application development	PR21086	\$500	\$2,000	\$2,500			7/1/2011	6/30/2012			Arseny Kalinsky	Yes
		Subtotal:		\$4,000	\$43,500	\$47,500								
		With 10% contingency:				\$52,250								
2/2/11	Regulatory Compliance	Provide consulting services for unplanned report preparation or regulation implementation	PR30357	\$500	\$5,000	\$5,500			7/1/2011	6/30/2012			Cindy Beck	Yes
2/2/11	Regulatory Compliance	Provide equipment for unplanned projects or regulatory requirements	PR30357	\$500	\$6,000	\$6,500			7/1/2011	6/30/2012			Cindy Beck	Yes
2/2/11	Regulatory Compliance	Environmental regulatory compliance and/or remediation for unexpected or emergency situations	PR30357	\$500	\$5,000	\$5,500			7/1/2011	6/30/2012			Cindy Beck	Yes
2/2/11	Regulatory Compliance	Provide training services for unplanned or new training requirements	PR30357	\$500	\$5,000	\$5,500			7/1/2011	6/30/2012			Cindy Beck	Yes
2/2/11	Laboratory Planning and Method Development	Laboratory planning or method development to accommodate workload and analytical needs associated with developing new recycled water users and other recycled water uses.	PR30357	\$0	\$25,000	\$25,000			7/1/2011	6/30/2012			Lars Oldewage	Yes
2/2/11	Pollutant Minimization Plan	Evaluate recycled water system sources and discharges in the event accelerated or triggered monitoring are required per the PMP or NPDES permit in the event pollutants are detected at or above permit limits or Water Quality Based Effluent Limitations (WQBELs)	PR30357	\$1,500	\$19,500	\$21,000			7/1/2011	6/30/2012			Lars Oldewage	Yes
2/2/11	WetTraq Enhancements	Provide enhancements and oncall support services for basic WetTraq program	PR30357	\$1,500	\$8,000	\$9,500			7/1/2011	6/30/2012			Arseny Kalinsky	Yes
2/2/11	IRWD/UCI-UWRC Project Collaboration	Collaborate with UCI on small short term projects of mutual interest	PR30357	\$1,500	\$3,000	\$4,500			7/1/2011	6/30/2012			Arseny Kalinsky	Yes
2/2/11	Recycled Water Process Control Development	Various treatment processes improvements and field/online instruments application development	PR30357	\$1,500	\$2,100	\$3,600			7/1/2011	6/30/2012			Arseny Kalinsky	Yes
		Subtotal:		\$8,000	\$78,600	\$86,600								
		With 10% contingency:				\$95,260								

IRVINE RANCH WATER DISTRICT

EXHIBIT "B"

Expenditure Authorization

Project Name: WQ PLANNING RESERVES 11/12 - DOMESTIC
 Project No: 11576 EA No: 1
 Project Manager: HILLS, JOHN
 Project Engineer: KALINSKY, ARSENY
 Request Date: July 13, 2011

ID Split: Regional Potable Water Splits (11/08)
Improvement District (ID) Allocations

ID No. Allocation % Source of Funds

<u>ID No.</u>	<u>Allocation %</u>	<u>Source of Funds</u>
112	4.3	BONDS YET TO BE SOLD**
113	5.2	BONDS YET TO BE SOLD**
115	7.3	CAPITAL FUND
121	15.3	BONDS YET TO BE SOLD**
130	11.8	BONDS YET TO BE SOLD**
140	4.2	BONDS YET TO BE SOLD**
150	31.2	BONDS YET TO BE SOLD**
153	3.4	BONDS YET TO BE SOLD**
154	1.5	BONDS YET TO BE SOLD**
161	8.0	BONDS YET TO BE SOLD**
182	3.0	BONDS YET TO BE SOLD**
184	2.8	BONDS YET TO BE SOLD**
186	1.0	BONDS YET TO BE SOLD**
188	1.0	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$107,300
Total EA Requests:	\$107,300
Previously Approved Budget:	\$107,300
Budget Adjustment Requested this EA:	\$0
Updated Budget:	\$107,300
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	8,500	0	8,500	0	8,500	8,500	7/11	6/12
ENGINEERING - PLANNING OUTSIDE	86,000	0	86,000	0	86,000	86,000	7/11	6/12
WATER QUALITY	3,000	0	3,000	0	3,000	3,000	7/11	6/12
Contingency - 10.00% Subtotal	\$9,800	\$0	\$9,800	\$0	\$9,800	\$9,800		
Subtotal (Direct Costs)	\$107,300	\$0	\$107,300	\$0	\$107,300	\$107,300		
Estimated G/A - 180.00% of direct labor*	\$20,700	\$0	\$20,700	\$0	\$20,700	\$20,700		
Total	\$128,000	\$0	\$128,000	\$0	\$128,000	\$128,000		
Direct Labor	\$11,500	\$0	\$11,500	\$0	\$11,500	\$11,500		

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

EA Originator: _____

Department Director: _____

Finance: _____

Board/General Manager: _____

[Handwritten Signature]

 7-13-11
 7/13/11

** IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$131,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: WQ PLANNING RESERVES 11/12 - WASTEWATER

Project No: 21086 EA No: 1

ID Split: Regional Sewer Splits (11/08)

Improvement District (ID) Allocations

Project Manager: HILLS, JOHN

Project Engineer: KALINSKY, ARSENY

Request Date: July 13, 2011

ID No. Allocation % Source of Funds

ID No.	Allocation %	Source of Funds
211	8.9	CAPITAL FUND
212	3.8	BONDS YET TO BE SOLD**
213	5.0	BONDS YET TO BE SOLD**
215	8.3	CAPITAL FUND
221	17.8	BONDS YET TO BE SOLD**
230	11.7	BONDS YET TO BE SOLD**
240	3.3	BONDS YET TO BE SOLD**
250	27.7	BONDS YET TO BE SOLD**
253	1.0	BONDS YET TO BE SOLD**
261	7.2	BONDS YET TO BE SOLD**
282	2.0	BONDS YET TO BE SOLD**
284	2.1	BONDS YET TO BE SOLD**
286	.6	BONDS YET TO BE SOLD**
288	.6	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$52,300
Total EA Requests:	\$52,300
Previously Approved Budget:	\$52,300
Budget Adjustment Requested this EA:	\$0
Updated Budget:	\$52,300
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	4,000	0	4,000	0	4,000	4,000	7/11	6/12
ENGINEERING - PLANNING OUTSIDE	41,000	0	41,000	0	41,000	41,000	7/11	6/12
WATER QUALITY	2,500	0	2,500	0	2,500	2,500	7/11	6/12
Contingency - 10.00% Subtotal	\$4,800	\$0	\$4,800	\$0	\$4,800	\$4,800		
Subtotal (Direct Costs)	\$52,300	\$0	\$52,300	\$0	\$52,300	\$52,300		
Estimated G/A - 180.00% of direct labor*	\$11,700	\$0	\$11,700	\$0	\$11,700	\$11,700		
Total	\$64,000	\$0	\$64,000	\$0	\$64,000	\$64,000		
Direct Labor	\$6,500	\$0	\$6,500	\$0	\$6,500	\$6,500		

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

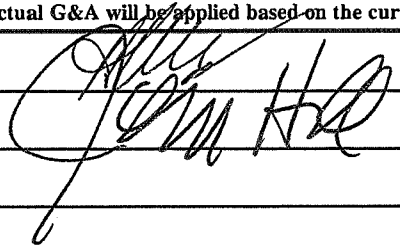
EA Originator: _____

Department Director: _____

Finance: _____

Board/General Manager: _____

7-13-11
7/13/11



** IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$66,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: WQ PLANNING RESERVES 11/12 - RECYCLED

Project No: 30357 EA No: 1

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

Project Manager: HILLS, JOHN

Project Engineer: KALINSKY, ARSENY

Request Date: July 13, 2011

Improvement District (ID) Allocations

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

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$95,300
Total EA Requests:	\$95,300
Previously Approved Budget:	\$95,300
Budget Adjustment Requested this EA:	\$0
Updated Budget:	\$95,300
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	5,000	0	5,000	0	5,000	5,000	7/11	6/12
ENGINEERING - PLANNING OUTSIDE	78,600	0	78,600	0	78,600	78,600	7/11	6/12
WATER QUALITY	3,000	0	3,000	0	3,000	3,000	7/11	6/12
Contingency - 10.00% Subtotal	\$8,700	\$0	\$8,700	\$0	\$8,700	\$8,700		
Subtotal (Direct Costs)	\$95,300	\$0	\$95,300	\$0	\$95,300	\$95,300		
Estimated G/A - 180.00% of direct labor*	\$14,400	\$0	\$14,400	\$0	\$14,400	\$14,400		
Total	\$109,700	\$0	\$109,700	\$0	\$109,700	\$109,700		
Direct Labor	\$8,000	\$0	\$8,000	\$0	\$8,000	\$8,000		

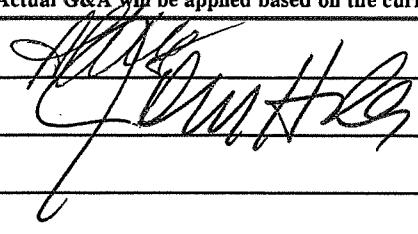
*EA includes estimated G&A. Actual G&A will be applied based on the current ratio of direct labor to general and administrative costs.

EA Originator: _____

Department Director: _____

Finance: _____

Board/General Manager: _____



 7-13-11
 7/13/11

** IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$112,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

August 22, 2011

Prepared and

Submitted by: Beth Beeman

Approved by: Paul Cook



CONSENT CALENDAR

NOMINATION OF CANDIDATES FOR ACWA PRESIDENT / VICE PRESIDENT

SUMMARY:

The Association of California Water Agencies (ACWA) has called for candidate nominations for the position of President and Vice President. Staff recommends that the Board support the nomination of Randy Record of Eastern Municipal Water District for President and John Coleman of East Bay Municipal Water District for Vice President and direct staff to prepare a letter of for these candidates.

BACKGROUND:

Every year ACWA's Nominating Committee sends a Call for Candidate Nominations to the ACWA Regular Member Presidents and General Managers for the positions of President and Vice President. The ACWA Nominating Committee reviews these nominations and submits a slate for President and Vice President to the general membership meeting held during ACWA Fall Conference. Attached is Exhibit "A" which outlines the nomination process and the members of the ACWA Nominating Committee.

Below is the list of known candidates:

President: Randy Record, Director, Eastern Municipal Water District
Vice President: John Coleman, Director, East Bay Municipal Utility District
Sandy Willard Denn, Director, Glenn-Colusa Irrigation District

Also attached is Exhibit "B" which includes copies of candidate nomination resolutions and statements for the ACWA positions of President and Vice President.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

None.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Policy and Communications Committee on August 15, 2011.

RECOMMENDATION:

THAT THE BOARD SUPPORT THE NOMINATION OF RANDY RECORD OF EASTERN MUNICIPAL WATER DISTRICT FOR PRESIDENT AND JOHN COLEMAN OF EAST BAY MUNICIPAL WATER DISTRICT FOR VICE PRESIDENT AND DIRECT STAFF TO PREPARE A LETTER OF SUPPORT FOR THESE CANDIDATES.

LIST OF EXHIBITS:

Exhibit “A” – ACWA Call for Nominations

Exhibit “B” – Candidate Statements and Resolutions



Vision for the Future

**Association of California
Water Agencies**

Association of California Water Agencies
910 K Street, Suite 100,
Sacramento, California 95814-3577
916.441.4545 FAX 916.325.4849

Hall of the States
400 N. Capitol St., N.W., Suite 357 South,
Washington, D.C. 20001-1512
202.434.4760 FAX 202.434.4763
www.acwa.com

EXHIBIT "A"

MEMORANDUM

DATE: JUNE 24, 2010

**TO: ACWA REGULAR MEMBER PRESIDENTS AND
GENERAL MANAGERS**

FROM: ACWA NOMINATING COMMITTEE

SUBJECT: CALL FOR CANDIDATE NOMINATIONS

ACWA's Nominating Committee is responsible for submitting a slate for President and Vice President to the general membership meeting during the Fall Conference.

Nominations must be received in the ACWA office by September 1, 2011 to be considered by the committee. Candidate interviews are slated for September 28.

The following criteria must be met for names to be considered:

- Only elected or appointed directors of member agencies shall be eligible for election to the officer positions.
- Nominations of qualified candidates are encouraged from all water districts.
- An official resolution of nomination from the agency on which the individual serves indicating the agency's support and signed by an authorized signatory (sample attached).
- Resume of the individual, highlighting qualifications for the position.

It is not necessary to have additional letters or resolutions of support from other agencies, but the Committee will review all materials received.

Nominating Committee Memo

June 24, 2010

Page 2

Some of the criteria outlined above come from a board policy that will also impact nominations from the floor. The policy reads: "All nominations received for the positions of ACWA President and Vice President shall be accompanied by a resolution of support from the ACWA member agency on whose board the nominee serves, and signed by an authorized signatory of the Board of Directors. This policy applies to nominations received in the ACWA office prior to elections, as well as to all nominations received from the floor at the general session during the floor nomination process."

We also ask that regions not be approached for their support since some of the voting members of the Nominating Committee are the region chairs.

We appreciate your interest and participation in this process to find the best-qualified individuals to serve in representing all members of ACWA. Thank you for your consideration of our request.

Members of the Nominating Committee are:

- Aldaron Laird Region 1
- Eric Larrabee Region 2
- Bob Dean Region 3
- Robert Nees Region 4
- Katy Foulkes Region 5
- Dave Orth Region 6
- Ann Mathews Region 7
- Gail Pringle Region 8
- Kathy Tiegs Region 9
- Merle Aleshire Region 10

Should you have any questions regarding this process, please contact Jan Jennings, Director of Administration at the ACWA Office (916) 441-4545.

Enclosure

BASIC INFORMATION FOR NOMINEES FOR ACWA OFFICERS

PRESIDENT

- ◆ Must be a director of member agency
- ◆ Term of office begins January 1 following election
- ◆ Term of office - 2 years
- ◆ Willingness and ability to represent ACWA at a variety of functions / events
- ◆ President unable to succeed him/herself in that office
- ◆ Presides at all Board meetings - 6 per year
- ◆ May call special Board meetings with proper notification
- ◆ Presides at all Executive Committee meetings - no set number; anywhere from 4 to 6
- ◆ Presides at all general membership meetings – potentially 2 per year
- ◆ Appoints, with board ratification, all committees, including the chairs
- ◆ Ex officio member of all committees, except Nominating Committee
- ◆ Agrees to support ACWA positions on issues of importance to the membership
- ◆ Determines with vice president how to handle attendance at region functions
- ◆ Budget is provided to cover expenses for official ACWA functions; spouse registration and meals are also covered for official ACWA functions
- ◆ Receives weekly packets from ACWA
- ◆ Business cards are provided by ACWA if desired
- ◆ Time commitment between board meetings and events limited to weekly phone reports from Executive Director regarding Association matters

VICE PRESIDENT

- ◆ Must be a director of member agency
- ◆ Term of office begins January 1 following election
- ◆ Term of office - 2 years
- ◆ Willingness and ability to represent ACWA at a variety of functions / events
- ◆ Assumes all duties in absence of president
- ◆ Succeeds president for an unexpired term if vacancy occurs
- ◆ Serves on the ACWA Board and presides over Board meetings in the absence of the President
- ◆ Serves on the ACWA Executive Committee
- ◆ ACWA/JPIA
 - Serves on Executive Committee - meets approximately 10 times a year
 - Serves on Board - meets 2 times a year
 - ACWA/JPIA pays related expenses to attend their meetings
- ◆ Agrees to support ACWA position on issues of importance to the membership
- ◆ Determines with president how to handle attendance at region functions
- ◆ Budget is provided to cover expenses for official ACWA functions; spouse registration and meals are also covered for official ACWA functions
- ◆ Receives weekly packets from ACWA
- ◆ Business cards are provided by ACWA if desired

Basic Information for Nominees for ACWA Officers (continued)

- ◆ Time commitment between Board meetings and events limited to weekly phone calls with the President and Executive Director

**SAMPLE RESOLUTION FOR ACWA PRESIDENT OR VICE PRESIDENT
POSITION**

RESOLUTION OF THE BOARD OF DIRECTORS OF

TO NOMINATE AND SUPPORT

AS A CANDIDATE FOR THE POSITION OF ACWA _____

WHEREAS, ACWA has announced that a nominating committee has been formed to develop a slate of candidates for the ACWA officers; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, _____ has served in a leadership role as a member of the _____ Board of Directors since _____; and

WHEREAS, (list position held to demonstrate knowledge of water and leadership)

WHEREAS,

WHEREAS,

WHEREAS, it is the opinion of the _____ Board of Directors that _____ possesses all of the qualities needed to fulfill the duties of the office of ACWA _____.

NOW, THEREFORE, BE IT RESOLVED, that the _____ Board of Directors does hereby nominate and support _____ as a candidate for the office of ACWA _____, pledging the District's support of his endeavors in fulfilling the duties of this office if elected.

PASSED AND ADOPTED at a regular meeting of the _____ Board of Directors held on _____, by the following vote:

AYE:	Directors
NO:	Directors
ABSENT:	Directors

EXHIBIT "B"



VIII.E.
R-5033

Board of Directors

President and Treasurer

Joseph J. Kuebler, CPA

Vice President

Philip E. Paule

Ronald W. Sullivan

Randy A. Record

David J. Slawson

Board Secretary

Rosemarie V. Howard

General Manager

Anthony J. Pack

Director of The Metropolitan Water District of So. Calif.

Randy A. Record

Legal Counsel

Redwine and Sherrill

July 6, 2011

TO: Board of Directors

FROM: General Manager

SUBJECT: Adopt Proposed Resolution No. 5033, Supporting the Nomination of Randy A. Record as President of the Association of California Water Agencies (ACWA)

RECOMMENDATION

It is recommended that the Board adopt proposed Resolution No. 5033, in support of Randy A. Record, who seeks office as President of the Association of California Water Agencies (ACWA).

Submitted by:

Anthony J. Pack
General Manager

Directors: All

Divisions: All

BACKGROUND

Mr. Randy A. Record has served as Eastern Municipal Water District (EMWD) Director of Division 3 since January 2001 and the District's Representative to the Board of The Metropolitan Water District of Southern California (MWD) since January 2003 and is First Vice Chair of the Board, member of the Executive Committee, Legal and Claims Committee, Communications and Education Committee, Legislation Committee, Water Planning and Stewardship Committee, Real Property and Asset Management Committee, Engineering and Operations Committee, and Agriculture and Business Outreach Committee.

Mr. Record currently serves as Vice President of the Association of California Water Agencies (ACWA), and is a founding member and first appointed Chair of the Riverside County Water Task Force. He is also an officer of the Hemet/San Jacinto Action Group, a member of the Monday Morning Group, a Board member of the Bank of Hemet and a member of the Western Growers Association.


Mr. Record has been actively involved in legislation to enhance local water supplies and travels to Washington, DC, and Sacramento to advocate water conservation and to promote local and regional water issues.

Mr. Record's representation in many associations provides exceptional opportunities for collaboration on complex projects and issues and it is in the best interest of the Eastern Municipal Water District and all member agencies of ACWA to have the most qualified to serve as President of the Association of California water Agencies.

EMWD Board of Directors enthusiastically supports the nomination of Randy A. Record to be President of the Association of California Water Agencies, and pledges the District's support of his endeavors in fulfilling the duties of this office if elected.

This proposal supports the District's Strategic Plan through Community Partnership: Strategic Objective I, Tactic 1.C., "Actively participate in leadership roles in professional, industry, and community organizations"; Objective II, Tactic II.A., "Partner with other agencies in the decision-making process related to water and wastewater governance, management, operations, and environmental issues"; and Objective IV, Tactic IV.B., "Formulate positions on pertinent legislative issues, and communicate those positions to all levels of legislators and opinion leaders."

Attachment: R-5033

Finance 

Purchasing/Contracts *N/A*

Author: Rosemarie Howard

R-5033 ACWA Pres Nomination_Record 2011_BrdLtr.doc

RESOLUTION NO. 5033

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
EASTERN MUNICIPAL WATER DISTRICT IN SUPPORT OF
RANDY A. RECORD FOR PRESIDENT
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES**

WHEREAS, Eastern Municipal Water District is an active member of the Association of California Water Agencies (ACWA) and is directly affected by decisions of the leadership of ACWA; and

WHEREAS, Eastern Municipal Water District is actively interested that the policies and operations of ACWA continue to provide solutions and services necessary to the efficient operation of this District and all water agencies in California; and

WHEREAS, Randy A. Record has served as Eastern Municipal Water District Director of Division 3 since January 2001 and currently on the Board's Planning Committee; and

WHEREAS, Mr. Record has served as the District's representative to the Board of the Metropolitan Water District of Southern California (MWD) since January 2003 and is First Vice Chair of the Board, Member of the Executive Committee, Legal and Claims Committee, Communications and Education Committee, Legislation Committee, Water Planning and Stewardship Committee, Real Property and Asset Management Committee, Engineering and Operations Committee and Agriculture and Business Outreach Committee; and

WHEREAS, Mr. Record currently serves as Vice President of the Association of California Water Agencies, is a founding member and first appointed Chair of the Riverside County Water Task Force; and

WHEREAS, Mr. Record is an officer of the Hemet/San Jacinto Action Group, a member of the Monday Morning Group, a Board member of the Bank of Hemet and a member of the Western Growers Association; and

WHEREAS, Mr. Record has been actively involved in legislation to enhance local water supplies and travels to Washington, DC, and Sacramento to advocate water conservation and to promote local and regional water issues; and

WHEREAS, Mr. Record has advocated for water use efficiency with great passion and activism and his efforts have been intrinsically rewarding to the region; and

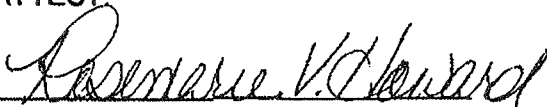
WHEREAS, it is in the best interest of the Eastern Municipal Water District and all member agencies of ACWA to have the most qualified persons serving on the ACWA Board; and

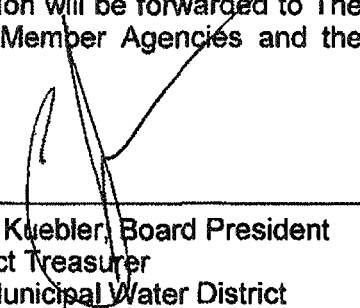
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Eastern Municipal Water District expresses its enthusiastic support and hereby nominate Randy A. Record to be President of the Association of California Water Agencies, pledging the District's support of his endeavors in fulfilling the duties of this office if elected.

BE IT FURTHER RESOLVED, that, a certified copy of this Resolution will be forwarded to The Metropolitan Water District of Southern California Directors and Member Agencies and the Association of California Water Agencies.

Adopted and approved this 6th day of July, 2011.

ATTEST:


Rosemarie V. Howard, Secretary


Joseph J. Kuebler, Board President
and District Treasurer
Eastern Municipal Water District

Director John A. Coleman

2011 EBMUD Board President

Ward No. 2

CONTRA COSTA COUNTY

Alamo, Blackhawk, Diablo, and Lafayette, Town of Danville, portions of Pleasant Hill, San Ramon and Walnut Creek.

Term expires: 12/31/2014

John A. Coleman was elected to the Board of Directors of the East Bay Municipal Utility District in 1990 and was re-elected in 1994, 1998, 2002, and 2006, representing Ward 2, which includes the communities of Alamo, Lafayette, and the Town of Danville, and portions of Pleasant Hill, San Ramon, and Walnut Creek. From 1996 to 2000, he served as President of EBMUD's Board of Directors and was elected to serve as Vice-President in 2009 and 2010.



John A. Coleman

Coleman is a past president of the board of the California Association of Sanitation Agencies and is past president of DERWA, the joint powers authority for recycled water service provided by EBMUD and the Dublin-San Ramon Services District. He currently chairs the Upper Mokelumne River Watershed Authority and the ACWA Infrastructure and Environment Subcommittee and is chair of the Freeport Regional Water Authority. He is the chair of ACWA's Federal Affairs Committee and also serves on the boards of the Association of California Water Agencies (ACWA), the Contra Costa Council, the National Water Resources Association (NWRA), the WaterReuse Association, and the Bay Area Leadership Foundation. He serves on ABAG's CALFED Task Force, the Advisory Council for California Forward, and chairs its Water and Land Use Subcommittee. He is also a member of the National Endangered Species Act Reform Coalition of the Association of California Water Agencies. Coleman served Governors Wilson and Davis as Deputy Director of External Affairs for the California Conservation Corps.

Long active in the community, Coleman is past president of the Lafayette Chamber of Commerce, former board member of the National Association of Service and Conservation Corps, and former member of the California Biodiversity Council. An Eagle Scout, he is Scoutmaster of Troop 243 in Lafayette.

Coleman holds a Bachelor of Sciences in Natural Resources from the University of California, Berkeley, and a certificate in management from the University of the Pacific School of Business and Public Administration. He currently resides in Walnut Creek with his wife Lonna, and he has two daughters; one attending law school in Washington and the other working in the high-tech industry in Arizona.

RESOLUTION NO. 33828-11

NOMINATION AND SUPPORT OF JOHN A. COLEMAN
AS A CANDIDATE FOR THE POSITION OF ACWA VICE PRESIDENT
BY EAST BAY MUNICIPAL UTILITY DISTRICT BOARD OF DIRECTORS

Introduced by Director Foulkes ; Seconded by Director McIntosh

WHEREAS, the Association of California Water Agencies provides opportunities for members to contribute to water policy and effective water management in California, and ACWA has announced that a nominating committee has been formed to develop a slate of candidates for the ACWA officers; and

WHEREAS, the individual who fills an officer position must have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, be experienced in matters related to the performance of the duties of the office and be able to dedicate time and energy to effectively serve in this capacity; and

WHEREAS, John. A. Coleman has expressed interest in being a candidate for Vice President of the ACWA Board of Directors; and

WHEREAS, John A. Coleman was first elected to the East Bay Municipal Utility District (EBMUD) Board of Directors in 1990, has been re-elected five times representing the communities of Alamo, Danville, Lafayette, and portions of Pleasant Hill, San Ramon, and Walnut Creek, and currently serves as president of the utility, which provides water service to 1.3 million and wastewater service to 650,000 customers; and

WHEREAS, Mr. Coleman has long been active on water and wastewater boards at the regional, state and national levels and currently holds positions that include Chair of ACWA's Federal Affairs Committee; Chair of the Dublin-San Ramon Services District-EBMUD Recycled Water Authority; Chair of the Upper Mokelumne River Watershed Authority; board member of the Association of California Water Agencies, the National Water Resources Association, the Freeport Regional Water Authority; and member of the ACWA Infrastructure and Environment Subcommittee; and

WHEREAS, Mr. Coleman demonstrated his ability to provide strong leadership for a state association as an officer and as President of the California Association of Sanitation

Agencies, and with his guidance, CASA established a comprehensive strategic plan, launched a statewide program to promote beneficial use of biosolids and educate the public about biosolids management practices, initiated targeted outreach to potential members and expanded membership 27 percent during his two-year term as President, and initiated annual Washington DC conferences to increase CASA's voice on federal issues; and

WHEREAS, Mr. Coleman's participation in local and regional organizations is indicative of his broad network and includes: presently serving as a board member of the Contra Costa Council, the San Francisco Bay Trail Association, the San Francisco Estuary Institute, the Clean Water Act Group and the Advisory Council for California Forward; community involvement that includes serving as Scout Master of Troop 243 in Lafayette since 1988, being a proud Eagle Scout, and previously serving as the Lafayette Chamber of Commerce President; and current employment as the Executive Director of the Bay Planning Coalition; and

WHEREAS, Mr. Coleman has a proven record of positive engagement with federal, state, regional and local agencies, having served as a member of ACWA's National Endangered Species Act Reform Coalition, testified frequently on CASA's behalf before the California Legislature and the United States Congress as a CASA officer, served as the Deputy Director of External Affairs for the California Conservation Corps, been a board member of the Bay Area Leadership Foundation, and been a member of the Association of Bay Area Government's CALFED Task Force and Water and Land Use Subcommittee; and

WHEREAS, Mr. Coleman has ably chaired the ACWA Federal Affairs Committee since 2010, balancing municipal and agricultural water needs in ACWA's policy positions on issues such as water supply, flood protection, and regulation of drinking water contaminants; establishing an energetic agenda promoting passage of federal policy and budgets that maintain the federal partnership in supporting local agencies' infrastructure needs; and providing leadership for the ACWA Washington, DC Conference at which more than 100 attendees were briefed by key members of Congress and senior Executive Branch officials on the status of priorities and prospects for restoring the Bay Delta and the role of the federal government; and

WHEREAS, it is the opinion of the East Bay Municipal Utility District Board of Directors that Mr. Coleman possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice President;

NOW, THEREFORE, BE IT RESOLVED, that the East Bay Municipal Utility District Board of Directors does hereby nominate and support John A. Coleman as a candidate for the office

of ACWA Vice President, pledging the District's support of his endeavors in fulfilling the duties of this office if elected.

ADOPTED this 28th day of June 2011 by the following vote:

AYES: Directors Foulkes, Katz, McIntosh, Mellon, Patterson and President Coleman.

NOES: None.

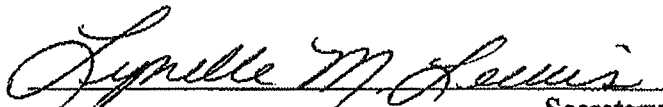
ABSENT: Director Linney.

ABSTAIN: None.



President

ATTEST:



Secretary

APPROVED AS TO FORM AND PROCEDURE:



General Counsel

**DIRECTORS**

Peter D. Knight
DIVISION 1
Sandy Willard Denn
DIVISION 2
John P. Sutton
DIVISION 3
Donald R. Krasford
DIVISION 4
Bruce Roten
DIVISION 5

MANAGER

Theodore L. Better
GENERAL MANAGER

CONSULT

Somuch, Simmons
& Duno

July 13, 2011

Mr. Paul Cook
Irvine Ranch Water District
Post Office Box 57000
Irvin, California 92619

Subject: Nomination of Sandy Willard Denn to ACWA Vice President

Dear Mr. Cook:

The Board of Directors of Glenn-Colusa Irrigation District (GCID) is honored to nominate and support Sandy Willard Denn as a candidate for the position of ACWA vice president. Sandy has been the vice president of the GCID Board since 1993; she also serves as the vice chair of ACWA's Region 2, and represents GCID on the Tehama-Colusa Canal Authority Board of Directors. The enclosed resume more thoroughly describes Sandy's background and participation in many water related organizations and activities.

The GCID Board of Directors can attest to her thoughtfulness, dedication, and foresight. She has demonstrated an interest in all aspects of water policy, and devotes the time and attention necessary to effectively provide direction and leadership. Sandy has proven herself an innovative thinker and experienced decision maker, and would provide strong leadership to ACWA.

Also enclosed are a certified copy of GCID's Resolution 2011-06 to nominate and support Sandy Willard Denn as a candidate to the position of ACWA's vice president, and a sample concurring resolution in support of her nomination. Please consider supporting Sandy Willard Denn's candidacy by approving a concurring resolution on her behalf and sending certified copies of the resolution to ACWA and GCID by August 31, 2011.

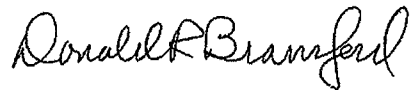
Association of California Water Agencies
Attention: Jan Jennings
910 K Street, Suite 100
Sacramento, CA 95814-3577

Glenn-Colusa Irrigation District
Attention: Cynthia Davis
Post Office Box 150
Willows, CA 95988

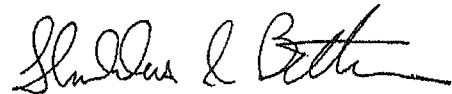
July 13, 2011
Mr. Cook
Page 2

The GCID Board of Directors appreciates your consideration of this request and enthusiastically encourages your support of Sandy Willard Denn.

Sincerely,



Donald R. Bransford
President, Board of Directors
Glenn-Colusa Irrigation District



Thaddeus L. Bettner
General Manager
Glenn-Colusa Irrigation District

Enclosures

GLENN-COLUSA IRRIGATION DISTRICT

RESOLUTION NO 2011-05

RESOLUTION OF THE GLENN-COLUSA IRRIGATION DISTRICT BOARD OF DIRECTORS TO NOMINATION AND SUPPORT OF SANDY WILLARD DENN AS A CANDIDATE OF THE POSITION OF ASSOCIATION OF CALIFORNIA WATER AGENCIES' (ACWA) VICE PRESIDENT

WHEREAS, ACWA has announced that a nominating committee has been formed to develop a slate of candidates for the ACWA officers; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, Sandy Willard Denn has served in a leadership role as vice president of the Glenn-Colusa Irrigation District Board of Directors since 1993; and

WHEREAS, Sandy Willard Denn has served in a leadership role as a member of the Association of California Water Agencies' Region 2 as chair and vice chair; and

WHEREAS, Sandy Willard Denn served in a leadership role as president of the Central Valley Project Water Association Board of Directors for eight years; and

WHEREAS, Sandy Willard Denn has served in a leadership role as a member of the Tehama-Colusa Canal Authority Board of Directors; and

WHEREAS, Sandy Willard Denn served in a leadership role as a member of the Water Education Foundation; and

WHEREAS, Sandy Willard Denn has served as a member of the Trinity Area Management Working Group; and

WHEREAS, Sandy Willard Denn was appointed and served on the AB303 Technical Advisory Panel; and

WHEREAS, Sandy Willard Denn has served as a member of the California Farm Water Coalition Board of Directors; and

WHEREAS, Sandy Willard Denn has served on the California Rice Commission Board of Directors; and

WHEREAS, Sandy Willard Denn has served in a leadership role on the Glenn County Groundwater Advisory Committee.

WHEREAS, it is the opinion of the GCID Board of Directors that Sandy Willard Denn possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice President.

NOW, THEREFORE, BE IT RESOLVED, that the GCID Board of Directors does hereby nominate and support Sandy Willard Denn as a candidate for the office of ACWA Vice President, pledging the District's support of her endeavors in fulfilling the duties of this office if elected.

PASSED AND ADOPTED at a regular meeting of the Glenn-Colusa Irrigation District Board of Directors held on July 7, 2011, by unanimous vote.




Donald R. Bransford, President

* * *

I hereby certify that I am the Secretary of the Glenn-Colusa Irrigation District and that the foregoing resolution was duly adopted by the Board of Directors of said District at a regular meeting thereof duly held on July 7, 2011, at which meeting a quorum of said Board of Directors was at all times present and acting.

IN WITNESS WHEREOF, I have set my hand and the seal of the District this 7th day of July 2011.



Thaddeus L. Bettner, Secretary
Board of Directors
Glenn-Colusa Irrigation District



The foregoing instrument is a correct copy of the original document on file with the Glenn-Colusa Irrigation District.

Attest: Secretary of the Board of Directors,
Glenn-Colusa Irrigation District

By: 

Secretary of the Board

Date: JUL 7 2011

SAMPLE CONCURRING RESOLUTION FOR ACWA VICE PRESIDENT POSITION

RESOLUTION NO. ()

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
(NAME OF MEMBER DISTRICT)

CONCURRING IN NOMINATION OF SANDY WILLARD DENN AS CANDIDATE
TO THE POSITION OF ASSOCIATION OF CALIFORNIA WATER AGENCIES'
(ACWA) VICE PRESIDENT

WHEREAS, this district is a member district of ACWA; and

WHEREAS, ACWA has announced that a nominating committee has been formed to develop a slate of candidates for the ACWA offices, and

WHEREAS, another ACWA district, the Glenn-Colusa Irrigation District has requested that this District concur in its nomination and support of GCID Board of Director member Sandy Willard Denn to the position of vice president of ACWA;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of (NAME OF MEMBER DISTRICT) that this district concurs with the nomination and support of Sandy Willard Denn of Glenn-Colusa Irrigation District to the position of vice president of ACWA.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to ACWA and GCID, forthwith.

PASSED AND ADOPTED this (DATE), 2011.

(SIGNATURE)
Board President

ATTEST:

(SIGNATURE)
Secretary



Sandy Willard Denn

Sandy Denn and her husband Wallace Denn own and operate “Snow Goose Farms,” their family owned rice farm, near Willows in Northern California. She holds a Law Degree and is a licensed Notary Public. However, her chief business activity is co-management of the farm with her husband. Twenty years ago, Sandy and Wally mutually decided that Sandy’s time would also be well spent helping to direct the policies of the Glenn-Colusa Irrigation District (GCID) toward a positive and proactive role in the many issues and challenges facing the district.

Sandy has been the vice president of the Glenn Colusa Irrigation District Board of Directors since first being elected in 1993. She serves on several GCID committees, dealing with issues of conjunctive use, surface storage, district annexation and detachment, and groundwater/well development. Sandy has also recently begun representing GCID on the California Farm Water Coalition Board of Directors. She represents GCID on the board of the Tehama Colusa Canal Authority, where she has served on personnel, operation and maintenance, and equipment committees. She is a board member of the Family Farm Alliance, and the California Rice Commission. She has served on the Water Education Foundation Board of Directors and, for eight years, she was president of the Central Valley Project Water Association, working successively with Jason Peltier and then Robert Stackhouse.


Sandy’s ACWA activities include participation in Region 2 where she has served as chair and is currently vice chair. She has participated in ACWA’s annual Washington D.C. legislative trip, served on the Legislative Affairs, Legal Affairs and Groundwater committees, and is presently a member of the Local Government Committee. Other water related activities include a seat on the Trinity Area Management Working Group, having been appointed by retiring Secretary of the Interior Dirk Kempthorne, and the AB303 Technical Advisory Panel, assisting the Department of Water Resources in the distribution of grant funds for groundwater management plan development throughout California.


If you have any questions, Sandy can be reached at (530) 934-2778 or (530) 521-0077 (cell), or by e mail at snowgoose@pulsarco.com.

“Determine never to be idle. No person will have occasion to complain of the want of time who never loses any.” Thomas Jefferson

August 22, 2011

Prepared and

Submitted by: D. Pedersen 

Approved by: Paul Cook 

ACTION CALENDAR

FISCAL YEAR 2011-12 IRVINE LAKE OPERATIONS, MAINTENANCE AND CAPITAL BUDGET

SUMMARY:

The proposed Fiscal Year (FY) 2011-12 Irvine Lake Operations, Maintenance and Capital Budget (Budget), jointly prepared by staff from the Irvine Ranch Water District (IRWD) and Serrano Water District (SWD), is \$377,000, which is \$45,000 less than the FY 2010-11 Budget. Pursuant to the "1928 Agreement" and its amendments, IRWD is responsible for 75 percent of costs associated with the operation and maintenance of the dam and appurtenant facilities and SWD is responsible for the remaining 25 percent of the costs. Staff recommends that the respective Boards of Directors approve the Budget, including \$282,750 for IRWD's proportionate share of the costs and \$94,250 for SWD's proportionate share of the costs.

BACKGROUND:

Staff from IRWD and SWD met on July 6, 2011 to discuss the expected FY 2011-12 budgetary needs for the on-going operation and maintenance of Irvine Lake and Santiago Creek Dam. The proposed Budget that is provided as Exhibit "A" is \$377,000, which is \$45,000 less than the FY 2010-11 Budget. The reduction in the proposed Budget is primarily due to the current schedule and phased approach for the updated seismic study for the dam.

Pursuant to the "1928 Agreement" and its amendments, IRWD is responsible for 75 percent of the costs associated with the operation and maintenance of the dam and appurtenant facilities, which amount to \$316,500. SWD is responsible for the remaining 25 percent of the costs, which amount to \$105,500. The following noteworthy items are including in the proposed Budget:

- Continued implementation of the Quagga Mussel Monitoring and Control Plan, including an underwater investigation of the inside of the outlet tower.
- Updated seismic study for the dam including evaluation of an alluvium unit underlying the dam, in response to a request by the Division of Safety of Dams (DSOD).
- Location of the "terrace fault" and evaluation of its potential impact on the dam during an earthquake, which is also in response to a request by the DSOD.
- Asphalt concrete pavement repairs and maintenance for the access roads.

FISCAL IMPACTS:

The total proposed Fiscal Year 2011-12 Irvine Lake Operations, Maintenance and Capital Budget is \$377,000. IRWD's proportionate share of the costs will be \$282,750, and SWD's share will be \$94,250. IRWD's share will be funded from the FY 2011-12 Operating and Capital Replacement Budgets.

ENVIRONMENTAL COMPLIANCE:

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

RECOMMENDATION:

THAT THE BOARD APPROVE THE IRVINE LAKE OPERATIONS, MAINTENANCE AND CAPITAL BUDGET, INCLUDING \$282,750 FOR IRWD'S PROPORTIONATE SHARE OF THE COSTS AND \$94,250 FOR SWD'S PROPORTIONATE SHARE OF THE COSTS.

LIST OF EXHIBITS:

Exhibit "A" – Fiscal Year 2011-12 Irvine Lake Operations, Maintenance and Capital Budget

EXHIBIT "A"

IRVINE LAKE OPERATIONS, MAINTENANCE, & CAPITAL BUDGET FY 2011-2012 PROPOSED BUDGET

Description	FY 2010-2011 Budget	FY 2010-2011 Actuals	Proposed FY 2011-2012 Budget	Increase (Decrease)
Operations & Maintenance Expenses				(1)
Salaries (SWD)	\$ 95,000	\$ 101,320	\$ 95,000	\$ -
Equipment Usage (SWD)	\$ 10,500	\$ 7,690	\$ 10,500	\$ -
Salaries (IRWD)	\$ 10,000	\$ 9,870	\$ 10,000	\$ -
Equipment Usage (IRWD)	\$ 3,000	\$ 2,840	\$ 3,000	\$ -
Utilities	\$ 7,000	\$ 5,039	\$ 7,000	\$ -
Engineering	\$ 24,500	\$ 16,365	\$ 24,500	\$ -
Repairs and Maintenance	\$ 22,500	\$ 24,958	\$ 22,500	\$ -
Permits, Licenses, & Fees	\$ 22,500	\$ 19,498	\$ 22,500	\$ -
Contract Services	\$ 60,000	\$ 17,134	\$ 52,500	\$ (7,500)
Legal Services	\$ 2,000	\$ -	\$ 2,000	\$ -
General Plant	\$ 25,000	\$ 10,419	\$ 12,500	\$ (12,500)
Subtotal	\$ 282,000	\$ 215,133	\$ 262,000	\$ (20,000)
Capital Budget				
Dam Seismic Stability Study (2)	\$ 120,000	\$ 12,290	\$ 75,000	\$ (45,000)
"Terrace Fault" Investigation (2)	\$ 20,000	\$ -	\$ 40,000	\$ 20,000
Subtotal	\$ 140,000	\$ 12,290	\$ 115,000	\$ (25,000)
Total O & M + Capital Budget	\$ 422,000	\$ 227,423	\$ 377,000	\$ (45,000)

IRWD's Share - 75%	\$ 316,500	\$ 170,567	\$ 282,750	\$ (33,750)
SWD's Share - 25%	\$ 105,500	\$ 56,856	\$ 94,250	\$ (11,250)

(1) Difference between 2011-2012 and 2010-2011 budgets

(2) DSOD requested an updated seismic study of Santiago Creek Dam including an evaluation of the foundation alluvium unit underlying the downstream shell of the dam and determination of potential "Terrace Fault" rupture hazard.

**IRVINE LAKE OPERATIONS & MAINTENANCE BUDGET
 FY 2010-2011 ACTUALS TO BUDGET
 FY 2011-2012 PROPOSED BUDGET DETAIL**

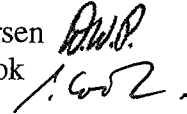
OPERATIONS & MAINTENANCE EXPENSES	FY 2010-11 Actuals (SWD)	FY 2010-11 Actuals (IRWD)	FY 2010-11 Actuals (RWD + SWD)	FY 2010-11 Budget	Proposed FY 2011-12 Budget	Increase (Decrease)
SALARIES - SWD						
Dam Keeper	\$ 79,217	N/A	\$ 79,217	\$ 85,000	\$ 85,000	\$ -
Additional Staff	\$ 22,103	N/A	\$ 22,103	\$ 10,000	\$ 10,000	\$ -
SUBTOTAL	\$ 101,320	N/A	\$ 101,320	\$ 95,000	\$ 95,000	\$ -
EQUIPMENT USAGE - SWD						
	\$ 7,690	N/A	\$ 7,690	\$ 10,500	\$ 10,500	\$ -
SALARIES - IRWD						
	N/A	\$ 9,870	\$ 9,870	\$ 10,000	\$ 10,000	\$ -
EQUIPMENT USAGE - IRWD						
	N/A	\$ 2,840	\$ 2,840	\$ 3,000	\$ 3,000	\$ -
UTILITIES						
	\$ 5,039	N/A	\$ 5,039	\$ 7,000	\$ 7,000	\$ -
ENGINEERING						
Dam Monitoring & Surveillance (Gentera)	\$ -	\$ 11,539	\$ 11,539	\$ 10,000	\$ 10,000	\$ -
Dam Benchmark Surveying (Bush)	\$ -	\$ 1,500	\$ 1,500	\$ 4,500	\$ 4,500	\$ -
Environmental Monitoring for Vegetation Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Contingency	\$ -	\$ 3,326	\$ 3,326	\$ 10,000	\$ 10,000	\$ -
SUBTOTAL	\$ -	\$ 16,365	\$ 16,365	\$ 24,500	\$ 24,500	\$ -
REPAIRS AND MAINTENANCE						
	\$ 24,958	\$ -	\$ 24,958	\$ 22,500	\$ 22,500	\$ -
PERMITS, LICENSES, & FEES						
DWR/DSOD	\$ 18,921	\$ -	\$ 18,921	\$ 19,500	\$ 19,500	\$ -
SWRCB	\$ 577	\$ -	\$ 577	\$ 3,000	\$ 3,000	\$ -
SUBTOTAL	\$ 19,498	\$ -	\$ 19,498	\$ 22,500	\$ 22,500	\$ -
CONTRACT SERVICES						
Control of Weed on Dam Face & Rodent Control (Tropical Plaza)	\$ -	\$ 10,134	\$ 10,134	\$ 20,000	\$ 20,000	\$ -
Pavement Repair/Maintenance (Quickel Paving, Inc.)	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -
Vegetation Removal - Reservoir Perimeter (TruGreen)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Diving Inspection & Quagga Mussel Inspection/Removal (Dir/Corr, Inc.)	\$ 7,000	\$ -	\$ 7,000	\$ 20,000	\$ 12,500	\$ (7,500)
SUBTOTAL	\$ 7,000	\$ 10,134	\$ 17,134	\$ 60,000	\$ 52,500	\$ (7,500)
LEGAL SERVICES						
	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ -
GENERAL PLANT						
	\$ 10,419	\$ -	\$ 10,419	\$ 25,000	\$ 12,500	\$ (12,500)
TOTAL	\$ 175,924	\$ 39,209	\$ 215,133	\$ 282,000	\$ 262,000	\$ (20,000)

August 22, 2011

Prepared and

Submitted by: D. Pedersen

Approved by: Paul Cook



ACTION CALENDAR

RESERVOIR MANAGEMENT SYSTEM MIXING SYSTEM UPGRADE PROJECT

SUMMARY:

A number of the District's reservoirs equipped with Reservoir Management System (RMS) units have experienced abnormal disinfectant residuals due to inadequate mixing. Staff recommends that the Board:

- Approve an Expenditure Authorization in the amount of \$360,100 for the Reservoir Management System (RMS) Mixing System Upgrades; and
- Authorize the General Manager to execute a sole-source purchase of seven (7) Vortex Reservoir Recirculation Systems from Superior Water Technologies for \$358,150.

BACKGROUND:

RMS units were installed in nine of the District's domestic water system reservoir between October 2008 and February 2009 to address numerous nitrification events in the reservoirs. The units consist of mixing pumps, chlorine analyzers and ammonia and chlorine feed systems to boost the chloramines residual in the reservoirs. Overall, the RMS units have performed exceptionally well and substantially reduced the frequency of nitrification events in the water distribution system. A number of the RMS-equipped reservoirs have experienced inadequate mixing, which results in an uneven distribution of disinfectant and occasional slugs of water with both higher and lower than normal chlorine residuals. This project involves upgrading the mixing system in the affected reservoirs to ensure an even distribution of disinfectant.

Existing Mixing System in RMS-Equipped Reservoirs:

The original RMS units were equipped with one horsepower submersible pumps to circulate water in the reservoirs and provide an even distribution of disinfectant. The pumps were mounted at the bottom of the reservoir on a tripod unit and discharged up to 27 gallons per minute vertically. A patented Mazzei Turbomixer Nozzle was placed on the discharge of the pump and intended to produce a Venturi effect that would support mixing of the reservoirs.

Abnormal Disinfectant Residual in RMS-Equipped Reservoir:

A number of the District's large RMS-equipped reservoirs began to experience episodes of unusually high disinfectant residual in late 2009 and early 2010. Staff analyzed the episodes of high disinfectant residual and determined that inadequate mixing in the reservoirs was the cause of the problem. Exhibit "A" provides operational trend data to illustrate one such episode experienced at the 6.0 million gallon Santiago Hills Reservoir. The total chlorine residual in the reservoir rose to 8.5 parts per million on October 28, 2009; staff had to isolate the reservoir to prevent supplying the water to the distribution system. The trend data shows that the total chlorine residual in the reservoir continued to increase for two days after the RMS chemical

injection pumps had turned off. The continued increase in residual was due to highly chlorinated water in the reservoir that had not been adequately mixed.

Vortex Reservoir Recirculation System:

Staff performed research on reservoir mixing systems and learned that Newhall County Water District had experienced excellent results with the Vortex Reservoir Recirculation System (Vortex System) produced by Superior Water Technologies. The Vortex System consists of a mixing pump mounted on the roof of the reservoir that supplies water to three horizontally-oriented jets suspended in the reservoir by stainless steel piping. Staff performed a site inspection of the Vortex System installed for Newhall County Water District and was impressed with its performance.

Staff contacted Superior Water Technologies and negotiated to perform a no-cost, six-month pilot test of the Vortex System at the 7.0 million gallon East Irvine Zone 3 Reservoir. This reservoir was selected because it was equipped with an RMS unit and had experienced three episodes of high disinfectant residual in 2010. Superior Water Technologies disabled the existing submersible mixing system and installed the Vortex System in the reservoir. The pilot test ran from January 4 to July 4, 2011. During that period, the Vortex System along with the existing RMS unit chemical feed system maintained a very consistent disinfectant residual in the reservoir, generally ranging from 2.0 to 2.6 parts per million. Additionally, the chlorine residual in the reservoir was significantly more consistent than that of the adjacent 5.0 million gallon reservoir which remained in operation with the submersible mixing system and experienced several episodes of abnormal disinfectant residual.

Computational Fluid Dynamics Analysis of Mixing Systems:

In order to validate the field results, staff arranged for Flow Science, Inc. to perform a computational fluid dynamics (CFD) analysis of the mixing systems. The work consisted of constructing a CFD model of the 7.0 million gallon East Irvine Zone 3 Reservoir and evaluating the degree of mixing in the reservoir under the following three scenarios: 1) no mixing system, 2) the original submersible pump mixer, and 3) a Vortex System. The CFD results indicated that the Vortex System was superior and produced the most rapid tracer concentration distribution in the reservoir.

Based on the need for improved mixing equipment at certain IRWD reservoirs and the excellent performance of the Vortex System, staff recommends the purchase and installation of the Vortex Systems at the District's RMS-equipped reservoirs that have experienced abnormal disinfectant residuals (5.0 million gallon East Irvine Zone 3, 7.0 million gallon East Irvine Zone 3, Lomas Valley, Santiago Hills, Lake Forest Zone 2 East, Orchard Hills, and Williams).

FISCAL IMPACTS:

Project 11586 (1306) is included in the approved FY 2011-12 Capital Budget. The Expenditure Authorization is provided as Exhibit "B". A proposal submitted by Superior Water Technologies for the purchase and installation of seven Vortex Systems for \$358,150 is provided as Exhibit "C".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11586 (1306)	\$360,100	\$0	\$360,100	\$0	\$360,100	\$360,100

ENVIRONMENTAL COMPLIANCE:

This project is categorically exempt from the California Environmental Quality Act pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301, which provides an exemption for projects that include minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee August 16, 2011.

RECOMMENDATION:

THAT THE BOARD APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$360,100 FOR THE RESERVOIR MANAGEMENT SYSTEM (RMS) MIXING SYSTEM UPGRADES, PROJECT 11586 (1306); AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A SOLE-SOURCE PURCHASE OF SEVEN (7) VORTEX RESERVOIR RECIRCULATION SYSTEMS FROM SUPERIOR WATER TECHNOLOGIES FOR \$358,150.

LIST OF EXHIBITS:

- Exhibit "A" – Operational Trend Data for Santiago Hills Reservoir
- Exhibit "B" – Expenditure Authorization
- Exhibit "C" – Proposal Submitted by Superior Water Technologies

EXHIBIT "A"

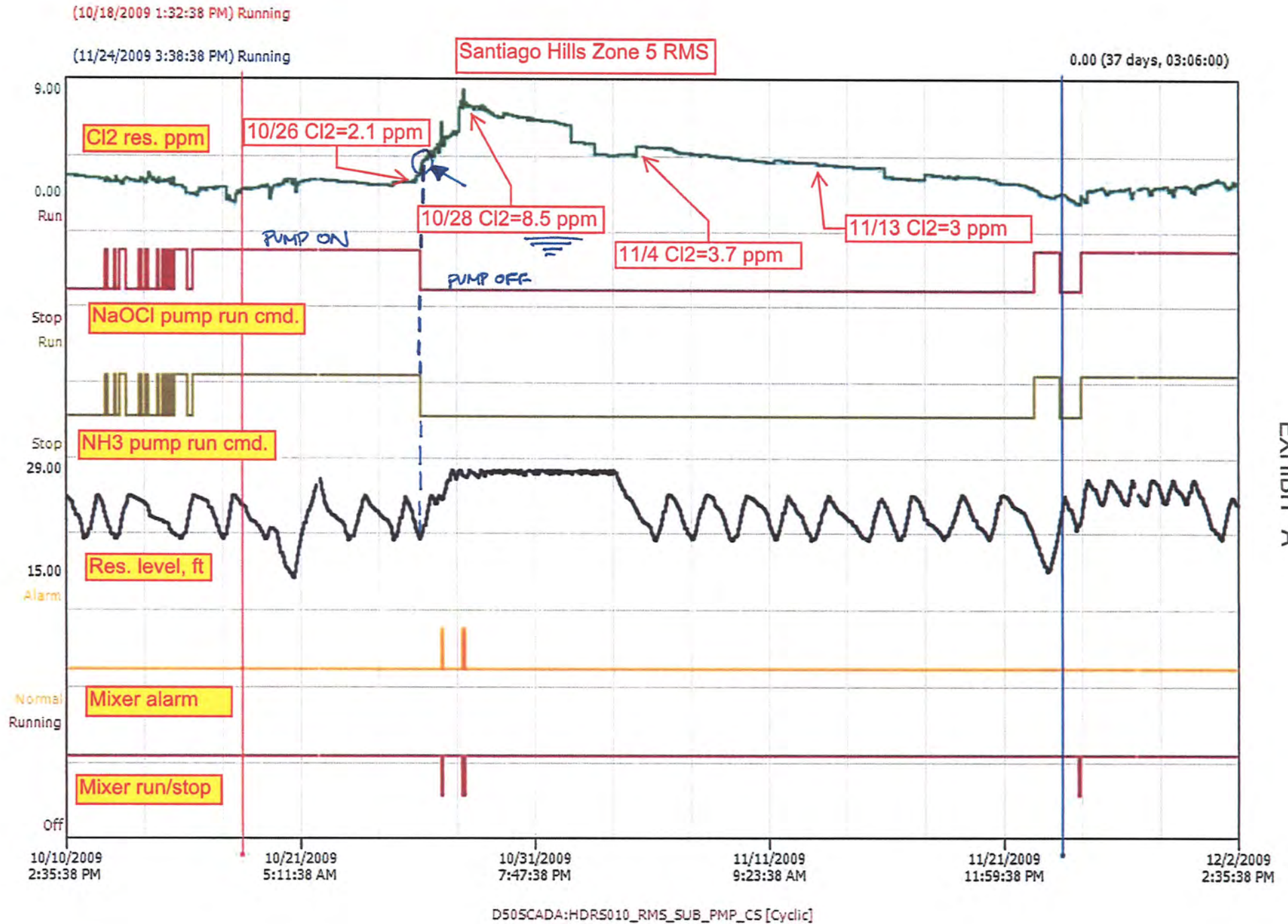


EXHIBIT "B"

IRVINE RANCH WATER DISTRICT
Expenditure Authorization

Project Name: RMS MIXING SYSTEM UPGRADES
Project No: 11586 **EA No:** 1
Project Manager: PEDERSEN, DAVID
Project Engineer: ROBERTS, THOMAS
Request Date: August 10, 2011

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

Improvement District (ID) Allocations

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

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$360,100
Total EA Requests:	\$360,100
Previously Approved Budget:	\$360,100
Budget Adjustment Requested this EA:	\$0
Updated Budget:	\$360,100
Budget Remaining After This EA	\$0

Comments:

PR # 1306

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING OUTSIDE	1,000	0	1,000	0	1,000	1,000	7/11	6/12
ENGINEERING DESIGN - IRWD	0	0	0	0	0	0	7/11	6/12
ENGINEERING DESIGN - OUTSIDE	32,000	0	32,000	0	32,000	32,000	7/11	6/12
DESIGN STAFF FIELD SUPPORT	0	0	0	0	0	0	7/11	6/12
ENGINEERING - CA&I IRWD	3,000	0	3,000	0	3,000	3,000	7/11	6/12
ENGINEERING - CA&I OUTSIDE	19,000	0	19,000	0	19,000	19,000	7/11	6/12
CONSTRUCTION FIELD SUPPORT	2,000	0	2,000	0	2,000	2,000	7/11	6/12
CONSTRUCTION	270,000	0	270,000	0	270,000	270,000	7/11	6/12
LEGAL	400	0	400	0	400	400	7/11	6/12
Contingency - 10.00% Subtotal	\$32,700	\$0	\$32,700	\$0	\$32,700	\$32,700		
Subtotal (Direct Costs)	\$360,100	\$0	\$360,100	\$0	\$360,100	\$360,100		
Estimated G/A - 180.00% of direct labor*	\$9,000	\$0	\$9,000	\$0	\$9,000	\$9,000		
Total	\$369,100	\$0	\$369,100	\$0	\$369,100	\$369,100		
Direct Labor	\$5,000	\$0	\$5,000	\$0	\$5,000	\$5,000		

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

EA Originator: David W. Pedersen 08/10/11
 Department Director: David W. Pedersen 08/10/11
 Finance: _____
 Board/General Manager: _____

** IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$377,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

EXHIBIT "C"



Project name: Vortex Reservoir Recirculation Systems, 7 site upgrade project
Proposal No.: 1153 Project No.: 11009
For: Irvine Ranch Water District Attn: David Pederson
Date: 8/8/2011
Proposal Expiration Date: 9/30/2011

We propose to provide the following services:

Provide and install one [1] Vortex reservoir mixing system at each of the following IRWD reservoir facilities,

- East Irvine #2
- Lomas Valley
- Santiago Hills
- Williams Canyon
- East Irvine #1
- Los Alisos Zone 2 East
- Orchard Hills

Including:

- One [1] complete Vortex reservoir mixing unit
 - Secure 316 stainless steel enclosure
 - 316 SS mixing unit tower sections
 - UHMW mixing nozzle assembly
 - Externally mounted cast 316 stainless steel recirculating pump
 - High efficiency rated, washdown duty, pump motor
 - Injection points for 12.5% hypochlorite and 29% aqueous ammonia
 - Install PFA [Teflon] chemical feed tubing for hypochlorite and ammonia chemical metering systems
 - Water sample supply for residual analysis
 - Complete installation and start-up of above system

33 Hammond, Suite 209, Irvine, CA 92618

Ph. 949-7569.4896

Fax. 888-826-1707

Scope of Supply

This proposal includes installation of equipment at the center area of reservoir with all necessary tank and control modifications for a complete operational system, including reservoir penetration, enclosure to tank penetration seals, mounting hardware, chemical injection, sample, and return piping extensions, PVC coated electrical conduit and fittings with stainless steel enclosures , electrical wiring extension from existing location to new mixer, VFD for 1PH to 3PH power conversion and control panel upgrade for new mixer controls. Electrical conduit and enclosures within the chemical metering building will be PVC and FRP to match existing installations.

Remove and replace existing PE chemical injection lines for ammonia and hypochlorite feed systems. Install new PFA [Teflon] chemical injection tubing and connectors between chemical metering pumps and mixer injection point.

Remove and replace electrical conductors between system Control Panel and new mixer motor disconnect.

Any modifications or improvements made to IRWD facilities for the purpose of installing and operating the Vortex reservoir mixing system for this project are included in the scope of supply for this project.

SWT will provide start up and training services for IRWD staff upon completion of the system installation. Multiple sessions will be provided to allow all staff to attend.

Chemical injection chase and electrical circuits will be extended from the closest point of connection at the existing tank mixing systems to the new Vortex mixing unit. Chemical feed lines will be replaced utilizing new PFA tubing. Existing chemical protective chase and electrical conduit will be extended utilizing existing chase and new materials matching existing system. Junction enclosures or straight extension will be supplied as required for individual transitions.

Superior Water Technologies will provide all maintenance and service of the unit at no charge to IRWD for the full warranty period. A log of all repairs or service will be maintained on-site throughout the warranty period and provided to IRWD staff quarterly by email.

A Three [3] year warranty is provided with the Vortex reservoir mixing system. Warranty to begin on date of acceptance.

Additional scope of work

Install 13 Guided Wave Rader level transmitters at facilities selected by IRWD operations, including:

- Install 13 Endress & Hauser guided wave radar level transmitters with coaxial tank level transmitter cable
- Install new conduit and wiring as required for a complete and operational unit
- Provide start-up and operator training services for each site.

Insurance and indemnification:

Superior Water Technologies shall maintain in effect, throughout the provision of services under this proposal, the insurance coverages set forth in the attached to this proposal entitled "INSURANCE REQUIREMENTS," in accordance with all requirements contained in said attachment, which are incorporated herein by this reference. Without any limitation by the insurance requirements stated in the preceding sentence, Superior Water Technologies shall indemnify and hold IRWD, its directors, officers, employees, agents and volunteers, harmless from all costs, liability and damages, including attorney's fees, as a result of third party claims, arising out of the negligent acts, errors or omissions of Superior Water Technologies, its officers, agents or employees, or out of Superior Water Technologies' breach of its obligations in performing the services under this proposal.

Labor Requirements:

In the provision of services under this proposal, Superior Water Technologies shall comply with all requirements of the attachment to this proposal entitled "PREVAILING WAGE CONDITIONS" which are incorporated herein by this reference.

Pricing:

We propose to:

Furnish and install SEVEN (7) Vortex reservoir mixing units.
Install THIRTEEN(13) E/H Guided wave radar level transmitters

in accordance with the above specifications, for the sum of:

Total price for complete scope of supply \$358,150.00

Sites will be invoiced individually on start-up utilizing the following pricing schedule,

1. East Irvine #2	\$41,000
2. Lomas Valley	\$58,660
3. Santiago Hills	\$61,885
4. Williams Canyon	\$46,865
5. East Irvine #1	\$48,495

33 Hammond, Suite 209, Irvine, CA 92618

Ph. 949-7569.4896

Fax. 888-826-1707

- 6. Los Alisos Zone 2 East \$53,470
- 7. Orchard Hills \$47,775

Payment terms: 30% on acceptance of proposal, 90% at system start-up, 100% upon acceptance. Net 30.

This proposal, the above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepting signature: _____ **Date:** ____/____/____

Print Name: _____ **Title:** _____

Please mail or fax this signed proposal or your approved PO.

Warranty:

Customer satisfaction and equipment reliability are the top priorities for Superior Water Technologies. We take great pride in providing a premium quality product to our customers. If, at any time within the first year of operation, the Vortex system is not performing properly, SWT will replace or modify the system to the customer's satisfaction at no charge.

The Vortex mast assembly and all other components within the reservoir are warranted for a period of 10 years. The pump is warranted for a period of 3 years. All other work is warranted for 1 year.

Sincerely,

Mark Malmquist
Superior Water Technologies

33 Hammond, Suite 209, Irvine, CA 92618

Ph. 949-7569.4896

Fax. 888-826-1707

August 22, 2011

Prepared by: M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook

ACTION CALENDAR

TUSTIN RANCH ROAD PROJECT – REIMBURSEMENT AGREEMENT WITH TUSTIN COMMUNITY REDEVELOPMENT AGENCY

SUMMARY:

Staff recommends that the Board authorize the General Manager to execute a Reimbursement Agreement (RA) with the Tustin Community Redevelopment Agency (TCRA) for the design and construction of the IRWD capital domestic water, sewer, and recycled water facilities associated with the City of Tustin's Tustin Ranch Road Project. The estimated construction costs for the IRWD facilities are \$1,444,500.

BACKGROUND:

In February 2008, the Board authorized the execution of a Reimbursement Agreement (RA) with the Tustin Legacy Community Partners for the design and construction of capital improvements within the Tustin Legacy development. The engineering design was initiated soon after, but not completed because the developer, Shea Properties, withdrew from the project. The TCRA is now completing the contract documents for the street improvement of Tustin Ranch Road (CIP 70100). As part of the project, the following District facilities will be constructed: 5,900 lineal feet (LF) of domestic water, 5,200 LF of sewer, and 10,300 LF of recycled water pipelines. The facilities will be located in Tustin Ranch Road (from Warner to Walnut Avenue); Valencia Avenue (from Kensington Park Drive to Tustin Ranch Road), Legacy Road (from Tustin Ranch Road to Park Avenue), and Park Avenue (from Warner Avenue to Legacy Road). The required capital facilities were documented in the April 2008 Revised Sub-Area Master Plan for the former Marine Corps Air Station Tustin/Legacy Park, prepared by RBF Consulting. The domestic water, sewer, and recycled water systems are shown in Exhibit "A".

The TCRA will construct the project in two phases: 1) grading and storm drain improvements, and 2) street improvements including IRWD facilities and dry utilities. Since the storm drain and IRWD facilities will be constructed in separate phases, the shared dewatering cost issue experienced in a previous City of Tustin project (sewer construction by SEMA), is eliminated. Separate dewatering costs will be included with the work items for each utility system (storm drain, domestic water, sewer, etc.).

Reimbursement Agreement:

The design and construction of the IRWD facilities will be completed under a RA with TCRA. The RA has been reviewed by legal counsel and is attached as Exhibit "B". To avoid a repeat of the dewatering issue encountered on the previous Tustin Legacy and The District projects, staff reviewed the documented lessons learned from those previous projects and incorporated the following improvements into the RA:

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- Clearer language is included in the RA on the costs for design revisions and construction change orders, such that if TCRA requests or initiates any revision to the plans and specifications that affects IRWD facilities, the cost of any such revision is borne by TCRA.
- A design revision or construction change order or increase in the quantity of any unit price item over the bid quantity involving IRWD facilities will be considered null and void unless it is approved by IRWD in advance of proceeding with the work. In this way, the RA is structured so that IRWD is fully in charge of its own work and has a direct role in contract negotiations.
- IRWD will have 10 calendar days to review and approve the IRWD bid items submitted by TCRA's proposed successful bidder. Should IRWD not approve the bid and terminate the RA with written notice, IRWD will be able to install the capital facilities with its own contractor in conjunction with, and in cooperation with TCRA's project, and within reasonable timeframes.
- The administration fee of 4% of the actual cost of construction will cover all costs of the project administration for the IRWD facilities including but not limited to, accounting, inspection, construction administration, submittal review, permits and rights-of way, surveying, geotechnical, bonds, insurance, and all other items not specifically included in the bid schedules for the IRWD facilities.

Design and Estimated Construction Costs:

The design costs are shown in the table below:

Design Consultant	Description of Work	Cost
RBF Consulting	DW, Sewer, and RW facilities in Tustin Ranch Road	\$40,000
Hunsaker & Associates	Sewer and RW facilities in Valencia Avenue	\$27,740
Hunsaker & Associates	DW, Sewer, and RW facilities in Park Avenue and Legacy Road	\$41,100
Pacific States/Avocet	Groundwater Modeling for Tustin Ranch Road (effects of construction dewatering on plume adjacent to Tustin Ranch Road)	\$31,500
<i>Total Design</i>		\$140,340

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The estimated construction costs for the IRWD facilities are shown in the table below:

Description of Work	Cost
DW, Sewer, and RW facilities in Tustin Ranch Road	\$833,254
Sewer and RW facilities in Valencia Avenue	93,524
DW, Sewer, and RW facilities in Park Avenue and Legacy Road	340,338
<i>Subtotal:</i>	\$1,267,106
Contingency (10%)	126,710
Construction Administration Fee (4%)	50,680
<i>Total Construction (rounded):</i>	\$1,444,500

Schedule:

The City awarded the construction contract for Phase 1 of the project to Sandoval Pipeline Engineering on August 2, 2011. With a six-month construction window, the construction completion date is February 2012.

The Phase 2 Improvement plans that include the IRWD facilities are currently in IRWD's plan check process. Approval of the improvement plans will likely take place by the end of August; however the project specifications have yet to be submitted to IRWD for its initial review. The City Council will approve the prequalified list of bidders and authorize the project bid advertising in September 2011. The Phase 2 bid opening is tentatively scheduled for the end of October 2011, and construction award will follow in November 2011. Construction activities will start in January 2012.

FISCAL IMPACTS:

Projects 11379 (1047), 21379 (1066) and 31379 (3435) will fund this project for a total construction amount of \$1,444,500. The existing budgets and Expenditure Authorizations are sufficient at this time. Staff will request budget adjustments and Expenditure Authorizations, if required, when the construction contract is awarded by the City of Tustin.

ENVIRONMENTAL COMPLIANCE:

This RA is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15061 (b) (3), in that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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The execution of the RA agreement would allow for the construction of the capital domestic water, sewer, and recycled water facilities for the Tustin Ranch Road Project. This project is subject to CEQA and is in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7. A Joint Environmental Impact Statement/Environmental Impact Report was certified by the City of Tustin and the Department of the Navy on January 3, 2000 (SCH 1982040906).

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

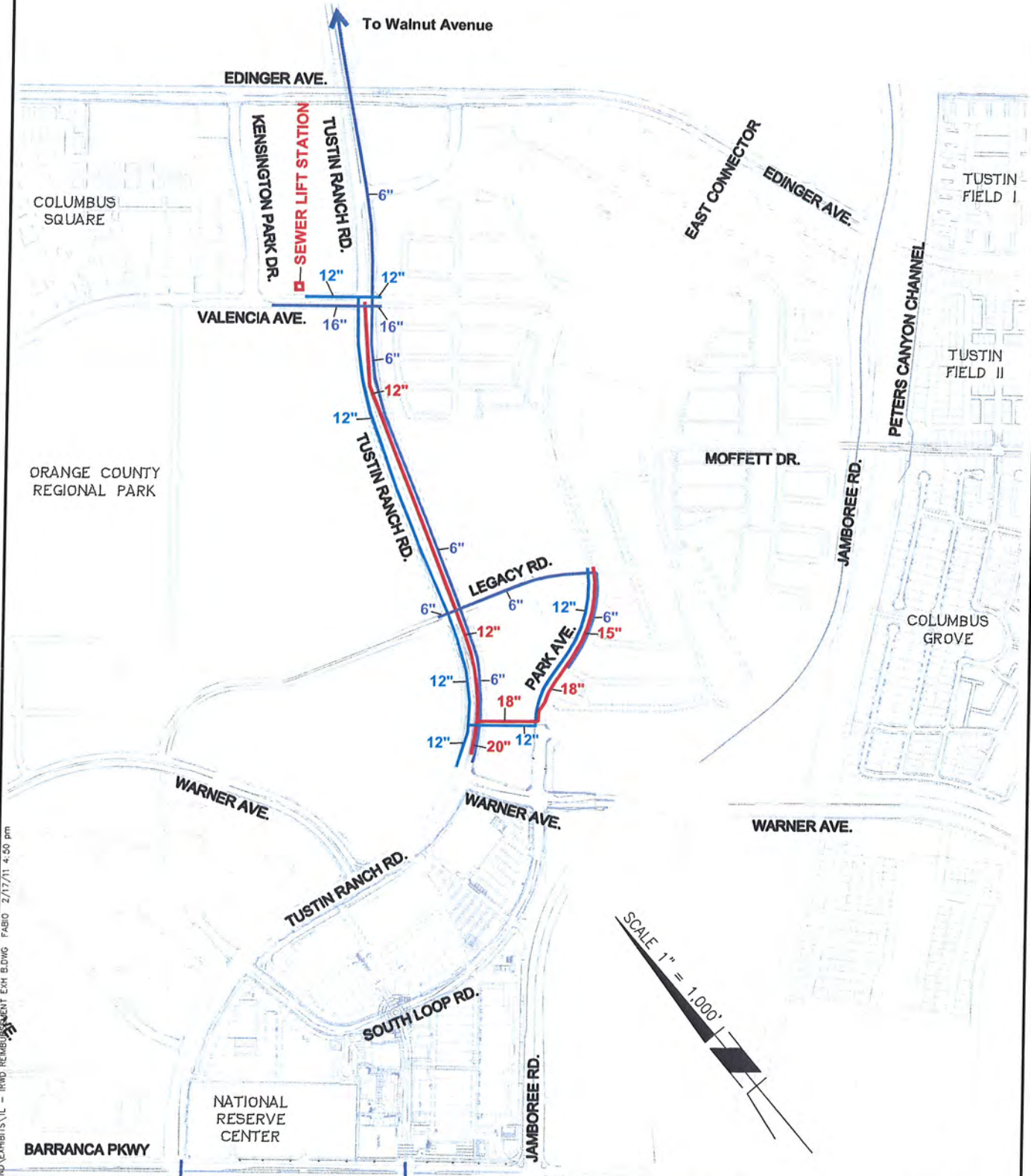
THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE TUSTIN COMMUNITY REDEVELOPMENT AGENCY FOR AN ESTIMATED CONSTRUCTION COST OF \$1,444,500 FOR THE DESIGN AND CONSTRUCTION OF THE IRWD CAPITAL DOMESTIC WATER, SEWER, AND RECYCLED WATER FACILITIES ASSOCIATED WITH THE CITY OF TUSTIN'S TUSTIN RANCH ROAD PROJECT.

LIST OF EXHIBITS:

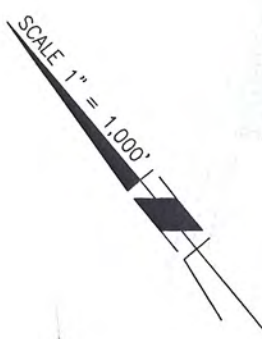
Exhibit "A" – Domestic Water, Sewer, and Recycled Water Systems

Exhibit "B" – Reimbursement Agreement

Exhibit "A"



H:\VPOA\10107351\CADD\LAND\EXHIBITS\TL - IRWD REMEDIATION EXH B.DWG FABIO 2/17/11 4:50 pm



LEGEND

- Proposed Capital Potable Water
- Proposed Capital Non-Potable Water
- Proposed Capital Sewer

RBF CONSULTING PLANNING ■ DESIGN ■ CONSTRUCTION
 14725 ALTON PARKWAY
 IRVINE, CALIFORNIA 92618-2027
 949.472.3505 • FAX 949.472.8373 • www.RBF.com

DATE 2/17/11 JN 10-107351

Exhibit "B"

File No. 11379 (1047)

REIMBURSEMENT AGREEMENT BETWEEN
IRVINE RANCH WATER DISTRICT
AND THE TUSTIN COMMUNITY REDEVELOPMENT AGENCY
FOR

A VARIETY OF IRWD FACILITIES RELATED TO THE
TUSTIN RANCH ROAD PROJECT (CIP 70100) BETWEEN WARNER AVENUE AND
WALNUT AVENUE, INCLUDING VALENCIA ROAD BETWEEN KENSINGTON PARK
AVENUE AND TUSTIN RANCH ROAD, LEGACY ROAD BETWEEN TUSTIN RANCH
ROAD AND PARK AVENUE , AND PARK AVENUE BETWEEN WARNER AVENUE
AND LEGACY ROAD

This Agreement is made and entered into as of this ____ day of _____,
20__, by and between IRVINE RANCH WATER DISTRICT ("DISTRICT"), a California water
district formed and existing pursuant to the California Water District Law of the State of
California, and THE TUSTIN COMMUNITY REDEVELOPMENT AGENCY ("TUSTIN"), a
public body, corporate and politic.

W I T N E S S E T H:

WHEREAS, TUSTIN proposes to construct street and utility improvements for Tustin
Ranch Road between Warner Avenue and Walnut Avenue, for Valencia Road between
Kensington Park Avenue and Tustin Ranch Road, for Park Avenue between Warner Avenue and
Legacy Road, and for Legacy Road between Tustin Ranch Road and Park Avenue (the
"Project"), within the jurisdictional boundaries of DISTRICT and TUSTIN; and

WHEREAS, prior to or in conjunction with TUSTIN's construction of the Project, IRWD
is desirous of TUSTIN constructing, within or adjacent to the street improvements that comprise
the Project, those certain capital facilities and appurtenances described in more detail on Exhibit
"A": approximately 5,900 lineal feet (LF) of 12-inch domestic water pipeline; 3,200 LF of 12-
inch, 560 LF of 15-inch, 1,100 LF of 18-inch, and 250 LF of 20-inch sewer pipeline; and 9,700
LF of 6-inch and 600 LF of 16-inch reclaimed water pipeline as well as abandonment/demolition
of a temporary sewer lift station on the north side of Valencia Road, and as generally depicted on

Exhibit “B” attached hereto and incorporated by reference herein (hereinafter referred to as the “IRWD FACILITIES”); and

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

WHEREAS, DISTRICT is amenable to the design and construction of the IRWD FACILITIES by TUSTIN, at the cost of TUSTIN, which cost is to be reimbursed by DISTRICT; and

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

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

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

SECTION 2. PLANS. The IRWD FACILITIES shall be contracted by TUSTIN within the Project pursuant to plans prepared by TUSTIN’s design engineer. TUSTIN agrees to submit all project plans and specifications and all bidding documents to DISTRICT at least fifteen (15) days prior to advertisement for bids for the Project, and agrees that such advertisement shall not commence until DISTRICT has given its written approval of the plans, specifications and bidding documents. DISTRICT shall have five (5) calendar days from its receipt of the plans, specifications and bidding documents to review them and indicate approval or request changes, and the parties shall cooperate in good faith to address such requests. TUSTIN agrees that the IRWD FACILITIES shall be completed pursuant to such approved project plans and specifications (the “Plans and Specifications”). The Plans and Specifications shall be deemed to incorporate the applicable portions of DISTRICT’s latest edition of “Construction Manual for the Construction of Water, Sewer, and Reclaimed Water Facilities” (the “Construction Manual”). The costs associated with the design of the Plans and Specifications shall be on a time-and-material basis for services and are currently estimated at **\$140,340** as shown on Exhibit “C” attached hereto subject to adjustment to actual costs incurred by TUSTIN for the design services

including design services required in connection with any approved design revisions and change orders approved as specified in Section 4.

SECTION 3. BIDDING AND AWARD. The parties agree that the construction of the IRWD FACILITIES shall be included in TUSTIN's contract(s) awarded for the Project and that the IRWD FACILITIES shall be bid as a separate item or items that can be deleted. During the bidding process, TUSTIN shall deliver to IRWD one (1) complete set of the bid documents that include the IRWD FACILITIES, including all related addenda concurrently with the distribution thereof to prospective bidders. Upon opening of bids by TUSTIN, TUSTIN will submit the bids or a spread sheet summary of the bids to DISTRICT. DISTRICT will have a period of ten (10) calendar days from its receipt of the bid results for review and approval of the IRWD FACILITIES bid item(s) submitted by the bidder identified to DISTRICT by TUSTIN as TUSTIN's proposed successful bidder. TUSTIN agrees that bids received for the construction of the IRWD FACILITIES bid item(s) shall be subject to the approval of DISTRICT prior to award of the Project construction contract(s) that include the IRWD FACILITIES; and further agrees that in the event DISTRICT does not approve such bids within the time permitted for DISTRICT's review and approval above, either party may terminate this Agreement upon twenty-four (24) hours' prior written notice, in which event TUSTIN shall have no further obligation to construct the IRWD FACILITIES, and DISTRICT shall install the IRWD FACILITIES with its own contractor in conjunction with and in cooperation with TUSTIN's Project and within timeframes provided by TUSTIN. In such event TUSTIN shall be obligated to provide reasonable construction windows and site access for DISTRICT's contractors. If DISTRICT approves of the IRWD FACILITIES bid item(s) of TUSTIN's successful bidder, TUSTIN agrees to cause the IRWD FACILITIES to be constructed as part of the contract awarded to such bidder, except that TUSTIN retains the right to reject all bids and not award a contract for the Project or the IRWD FACILITIES. The total engineer's estimate of construction cost for the IRWD FACILITIES, excluding design costs identified in Section 2, is **\$1,444,500**, as shown on Exhibit "D" attached hereto, provided, however, the amount to be reimbursed by DISTRICT shall be based on the actual costs of construction. Upon award of the construction contract, TUSTIN shall provide DISTRICT with one (1) original copy of the fully executed contract documents and one (1) copy of the bid package relating to the IRWD FACILITIES received from the successful bidder.

SECTION 4. DESIGN REVISIONS AND CONSTRUCTION CHANGE ORDERS. TUSTIN and DISTRICT agree that if, during design or construction, TUSTIN requests or initiates any revision to the Plans and Specifications, then the cost of any such revision shall be

borne by TUSTIN and shall not be reimbursed by DISTRICT, unless such revision and additional costs are necessary to construct the IRWD FACILITIES in accordance with the Construction Manual and not for the benefit of any third party, could not reasonably have been foreseen at the time of advertisement for bids for the Project and prior written approval thereof has been given by DISTRICT. DISTRICT shall reimburse TUSTIN for the cost of any revisions requested or initiated by DISTRICT. TUSTIN shall promptly furnish DISTRICT with copies of any proposed design revisions and construction change orders to the Project contract within five (5) working days of initiation of changed conditions to such contract, which change orders shall be subject to DISTRICT approval if and to the extent any of the IRWD FACILITIES are affected thereby. DISTRICT will review and respond to proposed construction change orders affecting the IRWD FACILITIES within five (5) working days of receipt by DISTRICT. A design revision or construction change order or increase in the quantity of any unit price item over the bid quantity involving the IRWD FACILITIES shall be considered null and void for purposes of reimbursement hereunder unless approved by both IRWD and TUSTIN authorized representatives. Nothing in this Agreement shall require IRWD to reimburse the cost of any design or construction costs that are incurred as a result of or to correct design errors or omissions or faulty work of the contractor or other parties retained by TUSTIN, and TUSTIN shall be responsible for recovering such costs from the applicable parties.

SECTION 5. REIMBURSEMENT. DISTRICT agrees to reimburse TUSTIN for the following costs (collectively, the "Costs"): (1) the actual costs of design and construction incurred by TUSTIN for the design and construction of the IRWD FACILITIES, including any project revisions and construction change orders that are reimbursable in accordance with Section 4 and a share of mobilization and demobilization corresponding to the IRWD FACILITIES bid schedule costs in proportion to all Project bid schedule costs , plus (2) an administration fee which shall be equal to four percent (4%) of the actual cost of construction (actual cost of construction is defined as costs paid directly to TUSTIN's contractor for construction only, excluding any cost for design, surveying, geotechnical or other work) of the IRWD FACILITIES. The administration fee shall be deemed to cover all costs of the IRWD FACILITIES project administration including, but not limited to, accounting, inspection, construction administration, submittal review, permits and rights-of way, surveying, geotechnical, bonds, insurance, and all other items not specifically included in the bid schedules for the IRWD FACILITIES. TUSTIN shall keep a separate accounting of all Costs incurred by TUSTIN in relation to the IRWD FACILITIES.

Within thirty (30) days following receipt by DISTRICT of a contractor invoice for DISTRICT's portion of a construction progress payment on a certified form provided by the contractor to TUSTIN, accompanied by supporting documentation as may be necessary to show the amounts which represent Costs of the IRWD FACILITIES, DISTRICT shall provide a progress payment to TUSTIN. As part security for the fulfillment of the obligations under this Agreement for construction of the IRWD FACILITIES, TUSTIN will retain, from progress payments made to the contractor, 10% of such estimated value from each progress payment requested.

Within sixty (60) days of DISTRICT's acceptance of the IRWD FACILITIES as provided in Section 8, and filing a notice of completion, a final accounting of the Costs shall be made by TUSTIN and submitted to DISTRICT as a final invoice for the remaining Costs so found to be due after deducting therefrom all previous payments and shall include any supporting documentation necessary to show the amounts which represent remaining Costs of the IRWD FACILITIES. Within thirty (30) days of said final accounting, DISTRICT agrees to pay to TUSTIN the total amount of the remaining Costs. Within thirty (30) days of said final accounting, DISTRICT agrees to pay to TUSTIN the total amount of the Costs, less previous progress payments made by DISTRICT pursuant to the preceding paragraph. If the total of the previously made progress payments exceeds the Costs, TUSTIN shall refund the difference to DISTRICT within thirty (30) days of said final accounting.

SECTION 6. LAWS, ORDINANCES, RULES AND REGULATIONS. TUSTIN shall require in its contract for the construction of the IRWD FACILITIES that its contractor be fully informed of and comply with all laws, ordinances, rules and regulations, including, but not limited to, all applicable requirements of the California Labor Code, prevailing wage laws, the Construction Manual, and the Rules and Regulations of DISTRICT, in connection with the construction of the IRWD FACILITIES.

SECTION 7. INSPECTION. DISTRICT shall have sole and absolute discretion as to all aspects of design and construction of the IRWD FACILITIES, and DISTRICT shall be entitled to inspect the construction of the IRWD FACILITIES as it deems necessary to assure compliance with the approved Plans and Specifications, including shop drawing review and material inspection thereof. DISTRICT shall have access to all phases of the Project work to be performed by TUSTIN for the purpose of such inspection; provided, however, all questions and any field inspection issues and requests from DISTRICT regarding the work being performed shall be directed by DISTRICT to TUSTIN's resident engineer and not directly by DISTRICT to

the contractor, but the foregoing is not intended to prohibit DISTRICT from discussing such issues and requests with the contractor. DISTRICT will promptly notify TUSTIN of any portion of the work on the IRWD FACILITIES which appears not to conform to the approved Plans and Specifications. The determination of DISTRICT as to conformity of the IRWD FACILITIES with the approved Plans and Specifications shall be made in DISTRICT's sole and absolute discretion. DISTRICT agrees not to unreasonably withhold its approval as to such conformity of the IRWD FACILITIES with the approved Plans and Specifications, and DISTRICT agrees to defend and indemnify TUSTIN against all disputes related to a DISTRICT determination regarding conformity with approved Plans and Specifications. TUSTIN shall require its contractor to construct the IRWD FACILITIES so that the IRWD FACILITIES conform to the approved Plans and Specifications. TUSTIN agrees to assume full responsibility for certifying or obtaining certification of the compaction of backfill material in the trench zone over the IRWD FACILITIES. DISTRICT shall assume full responsibility for certifying or obtaining certification of the compaction of backfill material in the pipe bedding zone beneath and surrounding the IRWD FACILITIES.

SECTION 8. ACCEPTANCE. DISTRICT agrees to accept the IRWD FACILITIES when the IRWD FACILITIES have been completed by TUSTIN in accordance with all requirements of the approved Plans and Specifications, including any change orders approved by DISTRICT as provided in Section 4 hereof. At the time of completion and acceptance of the IRWD FACILITIES, TUSTIN agrees to furnish DISTRICT with one (1) copy of the contractor's redlined set of "record" drawings (showing all revisions, manufacturer and type of valves, pipe and fittings as required by DISTRICT) and one (1) copy of the compaction reports and certificate for the IRWD FACILITIES trench zones, survey notes and cut sheets.

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

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

SECTION 11. INDEMNIFICATION. TUSTIN shall indemnify, defend and hold DISTRICT, its officers, agents, employees, and engineers harmless from any expense, liability or claim for death, injury, loss, damage or expense to persons or property which may arise or is claimed to have arisen during construction of the IRWD FACILITIES as a result of any negligent or willful acts or omissions by TUSTIN with respect to the Project design or construction save and except to the extent such expense, liability or claim is proximately caused in whole or in part by any act, omission, or negligence of DISTRICT, its officers, agents, employees or engineers or by any act or omission for which DISTRICT, its officers, agents, employees or engineers are liable without fault.

DISTRICT shall indemnify, defend and hold TUSTIN, its elected and appointed officials, agents, and employees, harmless from any expense, liability or claim for death, injury, loss, damage or expense to persons or property which may arise or is claimed to have arisen either (i) as a result of any negligent acts or omissions by DISTRICT, its officers, agents, or employees, with respect to the IRWD FACILITIES design or construction; or (ii) following DISTRICT acceptance of the IRWD FACILITIES, with respect to maintenance and operation of the IRWD FACILITIES, save and except to the extent such expense, liability or claim is proximately caused

in whole or in part by any negligence of TUSTIN, its elected and appointed officials, agents, employees or engineers, or by any act or omission for which TUSTIN, its elected and appointed officials, agents, employees or engineers are liable without fault.

SECTION 12. INSURANCE AND BONDING. TUSTIN shall cause its contractor(s) to provide performance and payment bonds for the construction of the Project including the IRWD FACILITIES and to include DISTRICT, its officers, agents, employees and engineers, as additional insureds on all liability insurance policies that TUSTIN requires its contractor(s) to provide. As evidence of such insurance coverage, TUSTIN shall, prior to commencement of construction of the IRWD FACILITIES, provide DISTRICT with copies of certificates of insurance and insurance endorsements from TUSTIN's contractor(s).

SECTION 13. TERMINATION. Either party shall have the right to terminate this Agreement at any time prior to DISTRICT's approval of one or more of the IRWD FACILITIES bid item(s) as set forth in Section 3 by providing twenty-four (24) hours prior written notice to the other party. If at the request or direction of a party other than TUSTIN, the construction of the IRWD FACILITIES is not accomplished or completed, DISTRICT shall remain obligated for the actual amount of the Costs incurred by TUSTIN.

If TUSTIN's Project is canceled or modified so as to eliminate the necessity of the construction of the IRWD FACILITIES, TUSTIN shall have the right to terminate this Agreement and thereby terminate its obligation to construct the IRWD FACILITIES, by providing five (5) business days' prior written notice to DISTRICT. In such case, DISTRICT will not be obligated for any design or any other Costs incurred by TUSTIN. If IRWD elects to construct the IRWD FACILITIES, DISTRICT shall be obligated to acquire the design work from TUSTIN by separate agreement.

SECTION 14. NOTICE. Any notice or other written instrument required or permitted by this Agreement to be given to either party shall be deemed received when personally served or twenty-four (24) hours after being deposited in the U.S. Mail, postage prepaid, registered or certified, return receipt requested and addressed as follows:

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

TUSTIN: Tustin Community Redevelopment Agency
300 Centennial Way
Tustin, CA 92780
Attn: Director of Public Works/City Engineer/Assistant City
Manager

SECTION 15. SUCCESSORS AND ASSIGNS; INTEGRATION; AMENDMENT.

This Agreement shall be binding upon and inure to the benefit of the successor and assigns of TUSTIN and DISTRICT. This Agreement constitutes the entire Agreement between TUSTIN and DISTRICT and supersedes all prior understandings and agreements between the parties with respect to the subjects hereof. This Agreement may be modified only in writing signed by both parties hereto.

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

SECTION 17. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or other unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

SECTION 19. WAIVER. The waiver of any provision of this Agreement by either party shall not be deemed to be a waiver of any other provision or of any preceding or subsequent breach hereunder.

SECTION 20. ASSIGNMENT. The City of Tustin is not a party to this Agreement at the time this Agreement is approved. However, TUSTIN shall have the right, in its sole discretion, at any time and for any reason, to assign all of its rights and obligations hereunder to the City of Tustin. In the event of such assignment, written notice of such assignment shall be provided DISTRICT, and all references herein to "TUSTIN" shall thereafter refer to the City of Tustin.

IN WITNESS WHEREOF, the parties to the Agreement execute this Agreement.

IRVINE RANCH WATER DISTRICT

By _____
Paul Cook, Interim General Manager

Dated _____

ATTEST:

By _____
Secretary/Assistant Secretary

Dated _____

APPROVED AS TO FORM:

By _____
Legal Counsel, IRWD

Dated _____

TUSTIN COMMUNITY REDEVELOPMENT AGENCY

By _____
Jerry Amante, Board Chairman

Dated _____

ATTEST:

By _____
City Clerk

Dated _____

APPROVED AS TO FORM:

By _____
City Attorney

Dated _____

IRVINE RANCH WATER DISTRICT
CAPITAL AND NON-CAPITAL IMPROVEMENTS
TUSTIN RANCH ROAD BETWEEN WARNER AVENUE AND WALNUT AVENUE

CAPITAL IMPROVEMENTS				
Number	Item	Quantity	Unit Price	Cost
SEWER				
3	INSTALL 12" PVC, SDR-35, SEWER PER IRWD STD. S-6.	2,825	\$50 /LF	\$141,250.00
3A	INSTALL 12" PVC, SDR-35, SEWER PER MODIFIED IRWD STD. S-6, REPLACE 3/4" CRUSHED ROCK BEDDING ZONE WITH 1 SACK SLURRY.	395	\$65 /LF	\$25,675.00
4A	INSTALL 18" PVC, SDR-35, SEWER PER MODIFIED IRWD STD. S-6, REPLACE 3/4" CRUSHED ROCK BEDDING ZONE WITH 1 SACK SLURRY.	55	\$90 /LF	\$4,950.00
5A	INSTALL 20" PVC, SDR-35, SEWER PER MODIFIED IRWD STD. S-6, REPLACE 3/4" CRUSHED ROCK BEDDING ZONE WITH 1 SACK SLURRY.	250	\$100 /LF	\$25,000.00
6	CONST. 48" SEWER MANHOLE PER IRWD STDS. S-1	5	\$3,300 EA	\$15,500.00
7	CONST. 60" SEWER MANHOLE PER IRWD STDS. S-1	5	\$3,900 EA	\$19,500.00
8	INSTALL SEWER PLUG	4	\$200 EA	\$800.00
9	REMOVE PLUG & JOIN EXISTING SEWER LINE	1	\$2,000 EA	\$2,000.00
10	INSTALL CLEAN-OUT PER IRWD STD S-5.	4	\$1,000 EA	\$4,000.00
11	CONSTRUCT SEWER LATERAL PER IRWD STD S-3	51	\$25 /LF	\$1,275.00
12	CONST. SEWER CASING PER IRWD STD W-21 FOR C-900 PVC PIPE.	28	\$20 /LF	\$560.00
13	CONST. CP TEST STATION PER IRWD STD CP-1.	2	\$1,500 EA	\$3,000.00
SEWER SUB-TOTAL:				\$243,510.00
DOMESTIC WATER				
19	REMOVE & REPLACE EXISTING AC PAVEMENT PER IRWD SPECIFICATIONS.	76	\$4 /SF	\$304.00
20	INSTALL 12" AWWA C-900 PVC, CL200, DOMESTIC WATER PER IRWD STD. W-17	3,940	\$52 /LF	\$204,880.00
21	INSTALL 12" DW BUTTERFLY VALVE (FE X FE) & VALVE BOX PER IRWD STD. W-22	15	\$1,900 EA	\$28,500.00
22	INSTALL 12" X 12" DI TEE (FE X FE) & THRUST BLOCK PER IRWD STD. W-16.	2	\$300 EA	\$600.00
23	INSTALL 12"X12"X10"X10" DI CROSS (FE X FE) & THRUST BLOCK PER IRWD STD. W-16	1	\$300 EA	\$300.00
24	INSTALL 2" AIR RELEASE & VACUUM ASSEMBLY PER IRWD STD. W-11	6	\$3,600 EA	\$21,600.00
25	INSTALL BLOW-OFF ASSEMBLY PER IRWD STD. W-14	3	\$2,100 EA	\$6,300.00
26	REMOVE EXISTING TEMPORARY BLOWOFF & JOIN EXISTING WATER LINE WITH TAPPING SLEEVE & GATE VALVE PER IRWD STD. W-22	1	\$1,500 EA	\$1,500.00
27	INSTALL TEMP. END OF LINE BLOW-OFF ASSEMBLY PER IRWD STD. W-12	5	\$1,100 EA	\$5,500.00
28	INSTALL 12" 45 DEGREE BEND (PO X PO) & THRUST BLOCK PER IRWD STD. W-16	1	\$200 EA	\$200.00
29	INSTALL 12" (FE X PO) DI ADAPTER	14	\$200 EA	\$2,800.00
32	RELOCATE EXISTING AIR RELEASE AND VACUUM ASSY.	1	\$1,000 EA	\$1,000.00
33	INSTALL 12" X 8" TEE (FE X FE)	3	\$300 EA	\$900.00
DOMESTIC WATER SUB-TOTAL:				\$274,384.00
RECYCLED WATER				
67	INSTALL 30" ACCESS OPENINGS PER BRIDGE IMPROVEMENT PLANS	8	\$1,500 EA	\$12,000.00
68	INSTALL DOUBLE BALL FLEXIBLE EXPANSION JOINT PER DETAIL 1 SHT. 52 OF BRIDGE PLANS.	2	\$1,000 EA	\$2,000.00
69	INSTALL TWO WIRE TEST STATION PER IRWD STD. CP-1	4	\$1,500 EA	\$6,000.00
70	INSTALL 6" AWWA C-900 PVC PURPLE PIPE, CL 200, PER IRWD STD. W-17	7,320	\$25 /LF	\$183,000.00
72	INSTALL 6" RW GATE VALVE (FE X FE) & VALVE BOX PER IRWD STD. W-22	14	\$1,000 EA	\$14,000.00
73	INSTALL 16" RW BUTTERFLY VALVE (FE X PO) & VALVE BOX PER IRWD STD. W-22	2	\$2,500 EA	\$5,000.00
74	INSTALL 2" AIR RELEASE & VACUUM ASSEMBLY PER IRWD STD. W-11	4	\$3,600 EA	\$14,400.00
75	INSTALL STEEL CASING FOR WATER PIPE PER IRWD STD. W-21	70	\$50 /LF	\$3,500.00
76	INSTALL BLOW-OFF ASSEMBLY PER IRWD STD. W-14	1	\$2,100 EA	\$2,100.00
77	REMOVE EXISTING TEMPORARY BLOWOFF AND JOIN EXISTING WATER LINE WITH TAPPING SLEEVE & GATE VALVE PER IRWD STD. W-22	1	\$1,500 EA	\$1,500.00
78	INSTALL 6" 11.25 DEGREE DI BEND (PO X PO) (CL 200) & THRUST BLOCK PER IRWD STD. W-16	4	\$300 EA	\$1,200.00
79	INSTALL 16"X16"X6"X6" DI CROSS (FE X FE) & THRUST BLOCK PER IRWD STD. W-16	1	\$300 EA	\$300.00
80	INSTALL 6"X6"X6"X6" DI CROSS (FE X FE) & THRUST BLOCK PER IRWD STD. W-16	1	\$300 EA	\$300.00
81	INSTALL TEMPORARY END OF THE LINE BLOW-OFF ASSEMBLY PER IRWD STD. W-12	4	\$1,100 EA	\$4,400.00
82	INSTALL 12"X12"X6" CUT-IN TEE (FE X FE) & THRUST BLOCK PER IRWD STD. W-19.	1	\$300 EA	\$300.00
83	INSTALL 12" RW BUTTERFLY VALVE (FE X FE) & VALVE BOX PER IRWD STD. W-22	2	\$2,800 EA	\$5,600.00
84	INSTALL CUT-IN TEE FOR AC PIPE PER IRWD STD. W-19	1	\$500 EA	\$500.00
85	INSTALL 6" (FE X PO) DI ADAPTER	15	\$200 EA	\$3,000.00
86	REMOVE & REPLACE EXISTING AC PAVEMENT PER IRWD SPECIFICATIONS.	615	\$4 /SF	\$2,460.00
87	INSTALL 6" CML&C FULLY WELDED STEEL PIPE, MINIMUM WORKING PRESSURE 200 PSI, MINIMUM NOMINAL WALL THICKNESS 0.250" PER IRWD	530	\$100 /LF	\$53,000.00
88	INSTALL 6" CML&C FULLY WELDED STEEL PIPE 45 DEGREE ELBOW, MINIMUM WORKING PRESSURE 200 PSI, MINIMUM NOMINAL WALL	2	\$200 EA	\$400.00
89	INSTALL WELD ON FLANGE FOR CML&C PIPE	2	\$200 EA	\$400.00
RECYCLED WATER SUB-TOTAL:				\$315,360.00
TOTAL				\$833,254.00

NON-CAPITAL IMPROVEMENTS				
Number	Item	Quantity	Unit Price	Cost
SEWER				
1	INSTALL 8" PVC, SDR-35, SEWER PER IRWD STD. S-6 (NON-CAPITAL)	215	\$35 /LF	\$7,525.00
2	INSTALL 10" PVC, SDR-35, SEWER PER IRWD STD. S-6 (NON-CAPITAL)	130	\$42 /LF	\$5,460.00
SEWER SUB-TOTAL:				\$12,985.00
DOMESTIC WATER				
40	INSTALL 10" AWWA C-900 PVC, CL200, DOMESTIC WATER PER IRWD STD. W-17 (NON-CAPITAL)	215	\$45 /LF	\$9,675.00
41	INSTALL 10" DW GATE VALVE (FE X FE) & VALVE BOX PER IRWD STD. W-22 (NON-CAPITAL)	2	\$1,700 EA	\$3,400.00
42	INSTALL 10" 11.25 DEGREE DI BEND (PO X PO) (CL 200) & THRUST BLOCK PER IRWD STD. W-16 (NON-CAPITAL)	4	\$200 EA	\$800.00
43	INSTALL FIRE HYDRANT PER IRWD STD. W-8 (NON-CAPITAL)	8	\$4,200 EA	\$33,600.00
44	INSTALL 10" (FE X PO) DI ADAPTER.	2	\$200 EA	\$400.00
DOMESTIC WATER SUB-TOTAL:				\$47,875.00
RECYCLED WATER				
90	INSTALL 2" COPPER SERVICE FOR LANDSCAPING PURPOSES PER IRWD STD. W-2/W-3 (NON-CAPITAL)	4	\$2,000 EA	\$8,000.00
RECYCLED WATER SUB-TOTAL:				\$8,000.00
TOTAL				\$68,860.00

TOTAL				\$902,114.00
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IRVINE RANCH WATER DISTRICT
 CAPITAL AND NON-CAPITAL IMPROVEMENTS
 VALENCIA AVENUE BETWEEN KENSINGTON PARK DRIVE AND TUSTIN RANCH ROAD

CAPITAL IMPROVEMENTS				
Number	Item	Quantity	Unit Price	Cost
WATER				
1	INSTALL 12" AWWA C-900 PVC, CL200, DOMESTIC WATER PER IRWD STD. W-17	327	\$52 /LF	\$17,004.00
2	REMOVE EXISTING TEMPORARY BLOWOFF AND JOIN EXISTING WATER LINE WITH TAPPING SLEEVE & GATE VALVE PER IRWD STD. W-22	2	\$1,500 EA	\$3,000.00
3	RELOCATE TWO WIRE CP TEST STATION PER IRWD STD. PLAN NOS. CP-1 & CP-7	2	\$800 EA	\$1,600.00
DOMESTIC WATER SUB-TOTAL:				\$21,604.00
RECYCLED WATER				
41	INSTALL 16" C-905/CL235 PURPLE PVC, TRENCH AND BEDDING PER IRWD STD. PLAN NO. W-17	579	\$80 /LF	\$46,320.00
43	INSTALL BLOWOFF/BOTTOM DRAIN ASSEMBLY PER IRWD STD. PLAN NO. W-14	1	\$2,100 EA	\$2,100.00
44	REMOVE TEMPORARY FLUSH-OUT & JOIN EXISTING	2	\$1,500 EA	\$3,000.00
RECYCLED WATER SUB-TOTAL:				\$51,420.00
SUB-TOTAL				\$73,024.00
NON-CAPITAL IMPROVEMENTS				
Number	Item	Quantity	Unit Price	Cost
RECYCLED WATER				
71	REMOVE EXISTING 2" RW LINE	268	\$10 /LF	\$2,680.00
RECYCLED WATER SUB-TOTAL:				\$2,680.00
SEWER				
81	REMOVE EXISTING 10" VCP STUB BETWEEN EXISTING MH NO. 36 AND SEWER LIFT STATION	35	\$35 /LF	\$1,225.00
82	CAP/PLUG END OF EXISTING 6" FORCE MAIN LINE	1	\$100 EA	\$100.00
83	ABANDON IN PLACE EXISTING 6" FORCE MAIN SEWER AND SLURRY FILL	984	\$50 /LF	\$49,200.00
84	PLUG END OF EXISTING 6" FORCE MAIN, RECHANNEL MANHOLE BASE AND REPAIR EXISTING MANHOLE WALL PER IRWD STD. PLAN NO. S-1	1	\$1,800 EA	\$1,800.00
85	REMOVE EXISTING 6" FORCE MAIN SEWER LINE	36	\$30 /LF	\$1,080.00
SEWER SUB-TOTAL:				\$53,405.00
SUB-TOTAL				\$56,085.00
TOTAL				\$129,109.00

COST ESTIMATE
IRVINE RANCH WATER DISTRICT
CAPITAL AND NON-CAPITAL IMPROVEMENTS
TUSTIN LEGACY TRACT NO. 17254

CAPITAL IMPROVEMENTS				
Number	Item	Quantity	Unit Price	Cost
SEWER				
1	INSTALL 15" PVC, SDR-35, SEWER PER IRWD STD. S-6.	559	\$75 /LF	\$41,925.00
2	INSTALL 18" PVC, SDR-35, SEWER PER IRWD STD. S-6.	1,057	\$90 /LF	\$95,130.00
3	CONST. 48" SEWER MANHOLE PER IRWD STDS. S-1	1	\$3,100 EA	\$3,100.00
4	CONST. 60" SEWER MANHOLE PER IRWD STDS. S-1	6	\$3,900 EA	\$23,400.00
5	INSTALL CLEAN-OUT PER IRWD STD S-5.	2	\$1,000 EA	\$2,000.00
6	REMOVE PLUG & JOIN EXISTING SEWER LINE	1	\$2,000 EA	\$2,000.00
10	INSTALL STEEL CASING FOR SEWER PIPE PER IRWD STD. S-7	30	\$50 /LF	\$1,500.00
SEWER SUB-TOTAL:				\$169,055.00
DOMESTIC WATER				
30	INSTALL 12" AWWA C-900 PVC, CL200, DOMESTIC WATER PER IRWD STD. W-17	1,639	\$52 /LF	\$85,228.00
31	INSTALL 12" DW BUTTERFLY VALVE (FE X FE) & VALVE BOX PER IRWD STD. W-22	5	\$1,900 EA	\$9,500.00
32	INSTALL 12"x12"x10"x10" DI CROSS (FE X FE) & THRUST BLOCK PER IRWD STD. W-16	1	\$300 EA	\$300.00
33	INSTALL 12" X 8" DI TEE (FE X FE) & THRUST BLOCK PER IRWD STD. W-16.	1	\$300 EA	\$300.00
34	INSTALL 12"x12"x8"x8" DI CROSS (FE X FE) & THRUST BLOCK PER IRWD STD. W-16	1	\$300 EA	\$300.00
36	INSTALL 12" 90 DEGREE BEND (PO X PO) & THRUST BLOCK PER IRWD STD. W-16	1	\$200 EA	\$200.00
41	INSTALL TEMPORARY FLUSH OUT ASSEMBLY PER IRWD STD. W-12	1	\$1,100 EA	\$1,100.00
44	INSTALL 12" (FE X PO) DI ADAPTER	6	\$200 EA	\$1,200.00
45	REMOVE EXISTING TEMPORARY FLUSH OUT & JOIN EXISTING	1	\$1,500 EA	\$1,500.00
46	INSTALL 8" (FE X PO) DI ADAPTER	2	\$200 EA	\$400.00
47	INSTALL 12" 45 DEGREE BEND (PO X PO) & THRUST BLOCK PER IRWD STD. W-16	2	\$200 EA	\$400.00
48	INSTALL 12" X 10" REDUCER PER IRWD STD. W-16.	1	\$300 EA	\$300.00
DOMESTIC WATER SUB-TOTAL:				\$100,728.00
RECYCLED WATER				
60	INSTALL 6" AWWA C-900 PVC PURPLE PIPE, CL 200, PER IRWD STD. W-17	1,807	\$25 /LF	\$45,175.00
61	INSTALL 6" RW GATE VALVE (FE X FE) & VALVE BOX PER IRWD STD. W-22	7	\$1,000 EA	\$7,000.00
62	INSTALL 6"x6" DI TEE (FE X FE) & THRUST BLOCK PER IRWD STD. W-16	2	\$300 EA	\$600.00
63	INSTALL 6"x4" DI TEE (FE X FE) & THRUST BLOCK PER IRWD STD. W-16	2	\$300 EA	\$600.00
64	REMOVE EXISTING TEMPORARY FLUSH OUT & JOIN EXISTING	1	\$1,500 EA	\$1,500.00
65	INSTALL TEMPORARY FLUSH OUT ASSEMBLY PER IRWD STD. W-12	3	\$1,100 EA	\$3,300.00
66	INSTALL BLOW-OFF ASSEMBLY PER IRWD STD. W-14	1	\$2,100 EA	\$2,100.00
68	INSTALL 6"x4" DI REDUCER/ADAPTER	2	\$300 EA	\$600.00
69	INSTALL 1" AIR RELEASE & VACUUM ASSEMBLY PER IRWD STD. W-11	1	\$3,600 EA	\$3,600.00
70	INSTALL 4" AWWA C-900 PVC PURPLE PIPE, CL 200, PER IRWD STD. W-17	224	\$20 /LF	\$4,480.00
71	INSTALL (FE X PO) DI ADAPTER	6	\$200 EA	\$1,200.00
72	INSTALL 6" 45 DEGREE BEND (PO X PO) & THRUST BLOCK PER IRWD STD. W-16	2	\$200 EA	\$400.00
RECYCLED WATER SUB-TOTAL:				\$70,555.00
TOTAL				\$340,338.00
NON-CAPITAL IMPROVEMENTS				
Number	Item	Quantity	Unit Price	Cost
SEWER				
5	INSTALL CLEAN-OUT PER IRWD STD S-5.	5	\$1,000 EA	\$5,000.00
7	INSTALL 8" PVC, SDR-35, SEWER PER IRWD STD. S-6 (NON-CAPITAL)	240	\$36 /LF	\$8,640.00
8	INSTALL 10" PVC, SDR-35, SEWER PER IRWD STD. S-6 (NON-CAPITAL)	63	\$42 /LF	\$2,646.00
10	INSTALL STEEL CASING FOR SEWER PIPE PER IRWD STD. S-7	30	\$50 /LF	\$1,500.00
SEWER SUB-TOTAL:				\$17,786.00
DOMESTIC WATER				
35	INSTALL FIRE HYDRANT PER IRWD STD. W-8 (NON-CAPITAL)	1	\$4,200 EA	\$4,200.00
37	INSTALL 8" RW GATE VALVE (FE X FE) & VALVE BOX PER IRWD STD. W-22	3	\$1,500 EA	\$4,500.00
39	INSTALL 8" AWWA D.I.P., CL200, DOMESTIC WATER PER IRWD STD. W-17	268	\$55 /LF	\$14,740.00
41	INSTALL TEMPORARY FLUSH OUT ASSEMBLY PER IRWD STD. W-12	4	\$1,100 EA	\$4,400.00
42	INSTALL 10" DW GATE VALVE (FE X FE) & VALVE BOX PER IRWD STD. W-22 (NON-CAPITAL)	1	\$1,700 EA	\$1,700.00
43	INSTALL 10" AWWA D.I.P., CL200, DOMESTIC WATER PER IRWD STD. W-17	49	\$65 /LF	\$3,185.00
44	INSTALL 12" (FE X PO) DI ADAPTER	4	\$200 EA	\$800.00
46	INSTALL 8" (FE X PO) DI ADAPTER	4	\$200 EA	\$800.00
DOMESTIC WATER SUB-TOTAL:				\$34,325.00
RECYCLED WATER				
65	INSTALL TEMPORARY FLUSH OUT ASSEMBLY PER IRWD STD. W-12	1	\$1,100 EA	\$1,100.00
71	INSTALL (FE X PO) DI ADAPTER	1	\$200 EA	\$200.00
RECYCLED WATER SUB-TOTAL:				\$1,300.00
TOTAL				\$53,411.00
TOTAL				\$393,749.00

EXHIBIT B

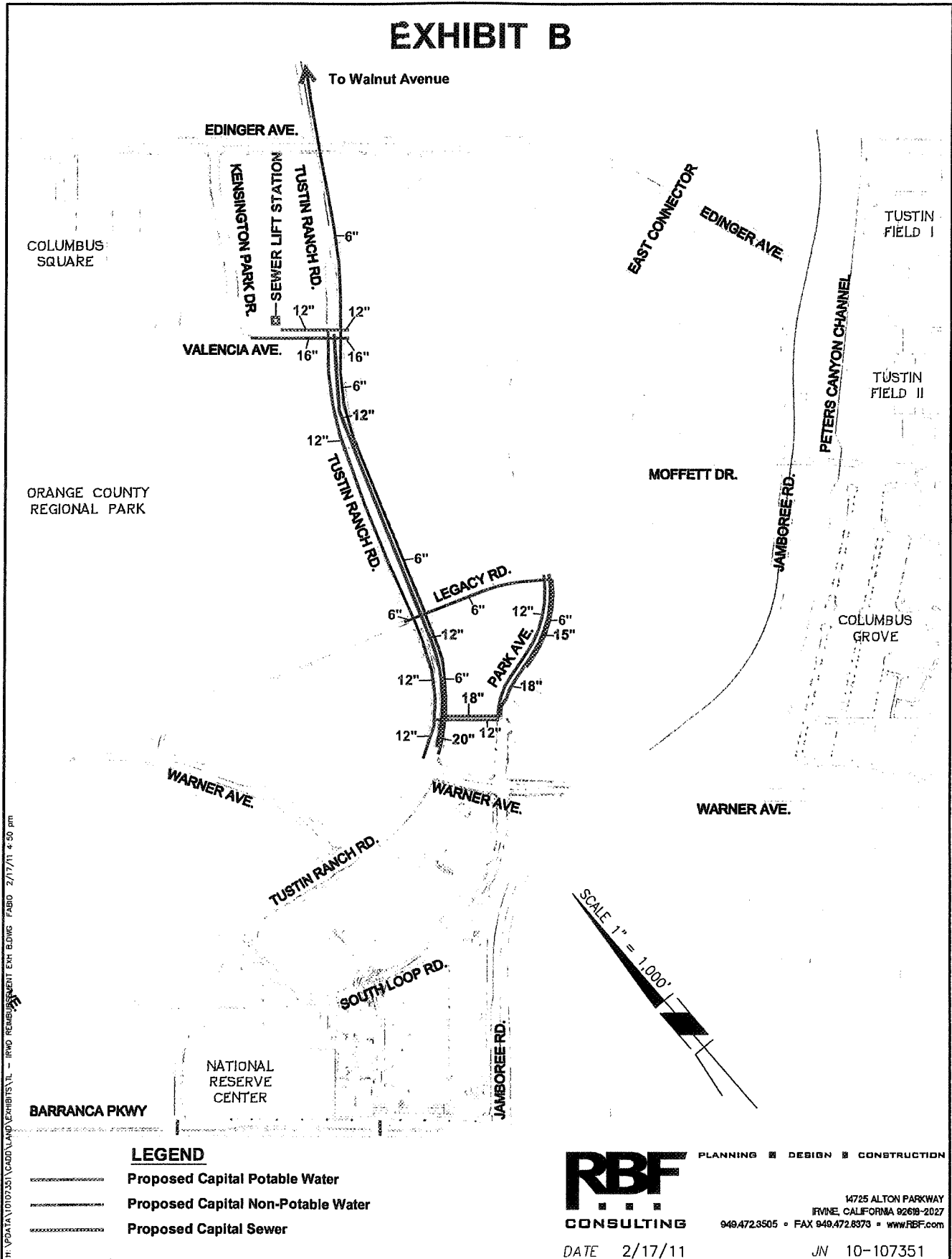


EXHIBIT C
IRWD/City of Tustin Reimbursement Agreement for Capital Facilities
Design Services
1-Jul-11

Valencia Avenue North Loop Improvement Plans

(From City of Tustin Consultant Services Agreement w/ Hunsaker & Assoc. dated Sept. 7, 2010)

Task 3.3	Recycled Water Plans	\$ 7,700
Task 3.4 (add'l per Hunsaker email 11/12/10)	Sewer Plans & Demolition/Abandonment Plan	\$ 11,900
Task 3.7	Specifications & Bid Documents	\$ 2,500
Task 3.8	Construction Quantity and Cost Estimating	\$ 1,500
Task 3.9	Project Management/Coordination/Meetings	\$ 940
		<u>\$ 24,540</u>

Tustin Ranch Road Improvement Plans

(From City of Tustin Consultant Services Agreement w/ RBF Consulting dated Sept. 9, 2010)

Task 15	Domestic Water Plans	\$ 5,000
Add'l per RBF email 11/8/10	Add'l Domestic Water Plan from Valencia to Walnut	\$ 4,000
Task 16	Recycled Water Plans	\$ 5,000
Task 17	Sewer Plans	\$ 8,000
Task 20	Specifications and Bid Documents	\$ 500
Task 21	Final Construction Quantity and Cost Estimate	\$ 500
Task 22	Agency Approval/Permits	\$ 3,000
Task 23	Project Management/Project Coordination	\$ 1,000
Task 24	Meetings	\$ 1,000
		<u>\$ 28,000</u>

Valencia Avenue North Loop Improvement Plans

(From proposed City of Tustin Consultant Services Agreement w/ Hunsaker & Assoc. dated Jan. 20, 2011)

Task 3.4	Sewer Force Main Abandonment	\$ 3,200
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Park Avenue and Legacy Road Improvement Plans

(From proposed City of Tustin Consultant Services Agreement w/ Hunsaker & Assoc. dated Jan. 20, 2011)

Task 7.1	Domestic Water Plans	\$ 9,000
Task 7.2	Sewer Plans	\$ 9,800
Task 7.3	Recycled Water Plans	\$ 8,000
Task 7.4	Construction Quantity and Cost Estimating	\$ 3,500
Task 7.5	Specifications & Bid Documents	\$ 4,500
Task 7.6	Project Management/Coordination/Meetings	\$ 3,800
Reimbursables		<u>\$ 2,500</u>
		<u>\$ 44,300</u>

Tustin Ranch Road Improvement Plans

(From proposed City of Tustin Consultant Services Agreement w/ RBF Consulting dated Mar. 7, 2011)

Task 7	Revise Bridge Plans for IRWD MH	\$ 3,000
Task 8	Revise IRWD Capital Recycled Water Plans @ Valencia	\$ 1,500
Task 9	Revise IRWD Capital Sewer Plans	\$ 5,000
Task 10	Revise IRWD Capital Domestic Water Plans @ Warner	\$ 1,500
		<u>\$ 11,000</u>

Tustin Ranch Road Improvement Plans

(From proposed City of Tustin Consultant Services Agreement w/ RBF Consulting dated Mar. 31, 2011)

Task 1	Revise IRWD Capital Domestic Water Plans @ TRR	\$ 1,000
		<u>\$ 1,000</u>

Tustin Ranch Road Improvement Plans

(From proposed City of Tustin Consultant Services Agreement w/ Pacific States Environmental dated July 1, 2011)

Task 1	Dewater Modeling for Sewer Construction	\$ 31,500
		<u>\$ 31,500</u>

GRAND TOTAL

\$ 140,340

August 22, 2011
Prepared by: C. Kessler/P. Weghorst
Submitted by: G. Heiertz
Approved by: Paul Cook

ACTION CALENDAR

VARIANCE REQUEST FOR STRAND RANCH RECOVERY FACILITIES CONSTRUCTION MANAGEMENT

SUMMARY:

The construction of all wells is complete at the Strand Ranch Integrated Banking Project. The equipping of these wells with pumps, motors and appurtenances and construction of conveyance pipelines and Cross Valley Canal turn-ins is currently out to bid. Staff recommends that the Board authorize the General Manager to execute Variance No. 7 in the amount of \$286,744 with Dee Jaspar and Associates (DJA) for construction management services related to these upcoming construction activities.

BACKGROUND:

In October 2008, the Board approved a contract in the amount of \$214,300 with DJA for construction management of the Strand Ranch Recharge Facilities. Several variances to the contract have been approved including:

- Variance No. 1 in the amount of \$5,240 and Variance No. 2 in the amount of \$9,340 for demolition and destruction of additional wells found on Strand Ranch;
- Variance No. 3 in the amount of \$28,816 to provide on-site inspection services and support for pilot hole drilling and completion of monitoring wells;
- Variance No. 4 in the amount of \$649,528 to provide construction management services for the Strand Ranch recovery wells including subcontracting with WEI for well drilling, well construction and testing oversight;
- Variance No. 5 in the amount of \$57,590 to provide groundwater modeling for Addendum No. 1 to the Strand Ranch Integrated Banking Project Final Environmental Impact Report (FEIR) and for Cross Valley Canal monitoring plan support services from WEI as a requirement of the FEIR; and
- Variance No. 6 in the amount of \$171,550 to provide additional well drilling oversight, groundwater modeling to be used in the design of the Project well field and construction oversight for modifications to one of the recharge facility transfer structures.

Staff has been satisfied with DJA's oversight and support for construction work completed on the Project.

Variance No. 7:

At the request of IRWD, DJA prepared a scope of work, cost estimate and schedule for construction management work related to equipping wells on the Project with pumps, motors and appurtenances, construction of conveyance pipelines, and construction of the Cross Valley Canal

turn-ins. The engineer's estimate for the construction of the related recovery facilities is \$4.7 million. Construction oversight will include daily inspection services and reporting, soil and compaction testing, project coordination, maintenance of records, progress payment preparation and quality control inspections. DJA has prepared Variance No. 7 to its Professional Services Agreement which includes the detailed scope of work, cost estimate and schedule to perform this work for the amount of \$286,744. This variance is attached as Exhibit "A". Staff recommends that DJA be retained to provide construction management services associated with the equipping of the wells and the construction of the required pipelines and turn-in structures based on its excellent past performance and direct knowledge of the project details.

FISCAL IMPACTS:

The Strand Ranch Recovery Facilities, Project 11289 (2812), is included in the FY 2011-12 Capital Budget, and staff has determined that sufficient budget and expenditure authorization exist to perform all of the proposed construction management work in the amount of \$286,744.

ENVIRONMENTAL COMPLIANCE:

A Final Environmental Impact Report has been prepared, certified and the project approved in compliance with the California Environmental Quality Act (CEQA) of 1970 (as amended), codified at California Public Resources Code Sections 21000 et. Seq., and the State CEQA Guidelines in the Code of Regulations, Title 14, Division 6, Chapter 3.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGE TO EXECUTE VARIANCE NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DEE JASPAR AND ASSOCIATES IN THE AMOUNT OF \$286,744 FOR CONSTRUCTION MANAGEMENT FOR EQUIPPING THE PROJECT WELLS WITH PUMPS, MOTORS AND APPURTENANCES, CONSTRUCTION OF CONVEYANCE PIPELINES AND CONSTRUCTION OF CROSS VALLEY CANAL TURN-INS.

LIST OF EXHIBITS:

Exhibit "A" – Variance No. 7 to Dee Jaspar & Associates including Scope of Work, Cost Estimate and Schedule

IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

Project Title: Strand Ranch Recovery Project – Pipeline Facilities and Well Equipping

Project No.: 11289 – WIP 941 Date: 8/08/11
Purchase Order No.: _____ Variance No.: 7

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

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

Oracle 2812-1065-AS-151100-71

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Additional Scope – Construction management for equipping existing wells with pumps, motors and appurtenances, construction of conveyance pipelines and construction of Cross Valley Canal turn-ins as per the attached scope of work, cost estimate and schedule.	--	--	--	--	--	\$286,744
Total \$ =						\$286,744

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule
--	--	--	--	See Attached

Required Approval Determination:

Total Original Contract \$ <u>214,300</u> Previous Variances \$ <u>922,064</u> This Variance \$ <u>286,744</u> Total Sum of Variances \$ <u>1,208,808</u> New Contract Amount \$ <u>1,423,108</u> Percentage of Total Variances to Original Contract <u>564 %</u>	<input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000. <input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000. <input type="checkbox"/> Board: Single Variance greater than \$60,000. <input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.
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ENGINEER/CONSULTANT: Dee Jaspar Associates
Company Name

Christy M. Abney 8-9-11
Project Engineer/Manager Date

[Signature] 8-9-11
Engineer's/Consultant's Management Date

IRVINE RANCH WATER DISTRICT

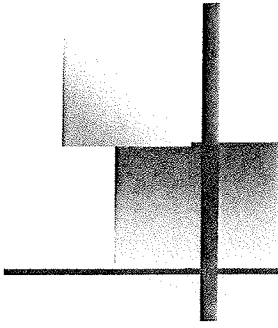
[Signature] _____
Department Director Date

_____ _____
General Manager/Comm./Board Date

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: <u>Strand Ranch Recovery Project – Pipeline Facilities and Well Equipping</u>				
Project No.: <u>11289</u> Project Manager: <u>Paul Weghorst</u>				
Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	Demolition and destruction of additional wells found on Strand Ranch.	2/4/09	2/13/09	\$5,240
2	Demolition and destruction of additional wells found on Strand Ranch.	4/27/10	4/30/09	\$9,340
3	Provide on-site inspection services and support for pilot hole drilling and completion of monitoring wells	7/7/09	8/20/09	\$28,816
4	Provide construction management services for the Strand Ranch Recovery Facilities including subcontracting with WEI for well drilling, well construction and testing oversight	7/14/10	8/16/10	\$649,590
5	Provide groundwater modeling for Addendum No. 1 to the Strand Ranch Integrated Banking Project Final Environmental Impact Report (FEIR) and for Cross Valley Canal water level monitoring support services from WEI as a requirement of the FEIR	10/4/10	10/26/10	\$57,590
6	Provide well drilling oversight, groundwater flow modeling to be used in the design of the Project well field and construction oversight for modifications to one of the Project transfer structures	1/18/11	4/13/11	\$171,550
7	Provide construction oversight related to equipping existing wells with pumps, motors and appurtenances, construction of conveyance pipelines and construction of Cross Valley Canal turn-ins.	8/9/11		\$286,744

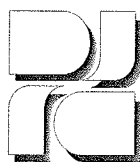


**PROPOSAL TO PROVIDE
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
for the
IRVINE RANCH WATER DISTRICT
STRAND RANCH RECOVERY PROJECT
PIPELINE FACILITIES AND WELL EQUIPPING
PROJECT NO. 11289**



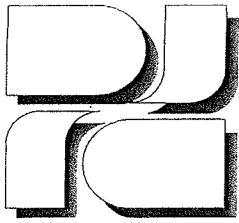
**DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS**

3701 PEGASUS DRIVE, SUITE 121
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799



August 2011

15 W PUTNAM ROAD, 2nd Fl
PORTERVILLE, CA 93257
PHONE (559) 78791-9286
FAX (559) 783-9275



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CONSULTING CIVIL ENGINEERS
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August 9, 2011

Paul Weghorst, Principal Water Resources Manager
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92619

Proposal to Provide Construction Management & Inspection Services for the Strand Ranch Recovery Project – Pipeline Facilities and Well Equipping

Ladies and Gentlemen:

Thank you for the opportunity to submit a proposal to provide consulting services to **Irvine Ranch Water District (IRWD) for Construction Management & Inspection Services for the Strand Ranch Recovery Project – Pipeline Facilities and Well Equipping**. Dee Jaspar & Associates, Inc., (DJA), has over 30 years experience in Kern and Tulare County. This experience includes civil engineering design, operational experience, construction and inspection of both heavy (general engineering) and building construction projects, and construction contract administration. Our goals in the administration of the Strand Ranch Recovery Project are:


- ENSURE QUALITY CONTROL THROUGH INSPECTION AND TESTING TO PROVIDE IRWD FACILITIES THAT WILL OPERATE AND PERFORM AS DESIGNED
- AVOID UNNECESSARY AND UNWARRANTED CONSTRUCTION COST CHANGE ORDERS
- WORK WITH THE CONTRACTOR AND IRWD TO COMPLETE THE PROJECT WITHIN THE SPECIFIED CONTRACT DURATION
- PLAN AHEAD TO AVOID CONSTRUCTION CONFLICTS AND MINIMIZE IMPACTS TO EXISTING FACILITIES
- DEVELOP AN ATMOSPHERE OF TEAMWORK BETWEEN IRWD, THE DESIGNER, AND THE CONTRACTOR WHEREIN CONFLICTS ARE RESOLVED FAIRLY.

This proposal demonstrates our ability to manage this construction project, facilitate communications between IRWD, Contractor, and Design Engineer, and ensure that all phases of the contract documents are completed to their fullest extent and done properly. DJA's goal is to deliver a construction project that operates to the complete satisfaction of IRWD that is on-time and on-budget. In order to achieve this we will:

- **Have a strong understanding** of the contract plans and specifications and the intent of IRWD and Design Engineer
- **Provide full-time construction inspection** as required to ensure that the work conforms to the plans and specifications and address any construction issues that arise in a timely fashion
- **Facilitate project meetings** including, but not limited to, a preconstruction meeting, weekly progress meetings, special meetings, and meetings to resolve construction issues fairly
- **Review** the Contractor's safety program, oversee the Contractor's site security program, and assist the Contractor in permit acquisition
- **Prepare and maintain construction records** including, but not limited to, inspection reports, submittals, test reports, schedules, correspondence, meeting minutes, field memos, change orders, progress payments, final inspections, certifications, final reports, and record drawings
- **Prepare a photographic log** of the construction projects
- **Monitor the construction schedule and progress** and endeavor to keep the Contractor on schedule to meet the project completion date
- **Coordinate and oversee** testing and quality control requirements, facility commissioning and project start-up

Dee Jaspar and Associates, Inc. understands the importance of this project to IRWD. We are pleased to provide this construction administration proposal and look forward to the opportunity to serve you.

Sincerely



Dee Jaspar
President

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SECTION VI	-	Preliminary Construction Schedule

I. PROJECT UNDERSTANDING

The project will involve providing construction management and inspection services for the Strand Ranch Recovery Facility Project – Pipeline Facilities and Well Equipping. It is understood that the construction management and inspection services will be provided for construction staking, well pumps and motors, discharge piping, electrical, conveyance piping, fencing, and reinforced concrete turn-in structures at the Cross Valley Canal.

Our firm will be responsible for managing the construction project and performing all factory and field inspection to ensure compliance with the contract documents and report such to the Irvine Ranch Water District (IRWD) project manager. This will aid in the IRWD project manager and staff in being able to readily inspect, review, and discuss the projects progress and ensure compliance with IRWD policies and requirements.

Our firm will administer pre-construction services such as the pre-bid job walk. During the construction project our firm will provide construction staking, project management, construction contract administration, field inspection, and construction quality assurance all as outlined herein under “Work Plan”. Near the completion of the construction project our firm will perform substantial and final completion services, review and approve operation and maintenance manuals, coordinate system start-up and training, compile project records for submittal to IRWD, and obtain the appropriate warranty and lien release information from the Contractor.

Our firm has experience with the design, bidding, and construction of multiple well field projects including all facets of the wells, pumps, motors, pipelines, appurtenances, electrical, and reinforced concrete structures. As a result our firm has a strong understanding of the project requirements and is well qualified to perform the construction management and inspection services for IRWD.

II. WORK PLAN

DJA's project approach, as described below, was developed to be similar to the construction management services provided for the Strand Ranch Recharge Facility Earthwork Project. Careful attention has been given to each criterion in an effort to meet IRWD's objectives for this project. DJA's goal is to complete the project on time and within budget. **Combined with our experience, our commitment to excellence and fair-play will be the fundamental principle directing the successful completion of this project.**

Technical approach for providing Construction Administration Services as outlined below:

1. **Meetings:**

DJA will schedule, prepare agendas, facilitate meetings, maintain meeting minutes, distribute minutes, and oversee meetings required to facilitate the progress and completion of the construction project. These meetings include, but are not limited to, a preconstruction meeting, weekly progress meetings, safety meetings, testing/sampling meetings, a pre-commissioning meeting, conflict resolution meetings, and any other necessary meetings.

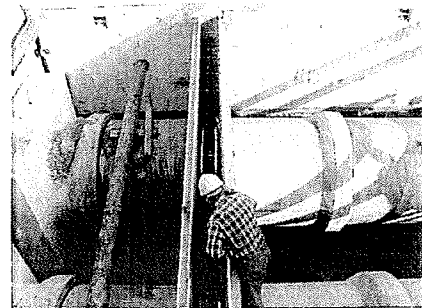


2. **Submittal Review:**

DJA will coordinate review of Contractor's submittals to ensure that all submittals required by the contract documents are addressed and that all work will comply with the contract documents. A submittal log will be maintained by DJA for tracking purposes and a hard copy and electronic copy of approved submittals maintained by DJA for submittal to IRWD at the completion of the project for their records. Submittals will be transmitted to the Design Engineer for review and approval.

3. **On-Site Inspection:**

DJA will provide on-site construction inspection for the project. Daily inspection will be performed by a DJA construction inspector. The DJA inspector will be in constant communication with the DJA Quality Assurance Engineer and Construction Manager throughout the project in addition to weekly inspections by the QA Engineer and Construction Manager and more frequently as necessary. DJA will coordinate EPS for provisional electrical inspections as the work progresses and with Kleinfelder for compaction testing and concrete testing. Daily inspection reports will be prepared and, at a minimum, a monthly progress report will be issued by the Construction Manager to IRWD along with the monthly progress payment requests.



4. **Safety, Security, & Permits:**

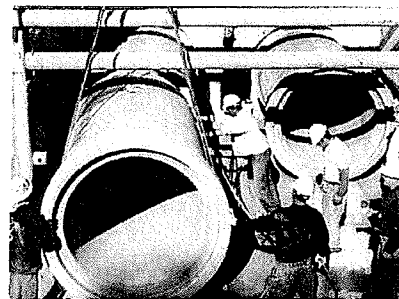
DJA will review the Contractor's safety program and assure that the program is implemented. DJA and its subconsultants will abide by all site safety rules and procedures including steel toe boots, hard hats, and safety eye wear.

DJA will review all project permits and assist the Contractor in permit acquisition as necessary.

DJA will assist the Contractor with site security as necessary. DJA will oversee and coordinate site access until all appropriate security measures are completed.

5. **Project Coordination:**

DJA will provide all necessary administration and related services to coordinate the construction activities. Meetings, sampling, testing, commissioning, access, troubleshooting, and communication with external utilities will be coordinated by DJA. In addition, the field set of project drawings will be routinely updated together with a weekly photographic log of the construction projects.

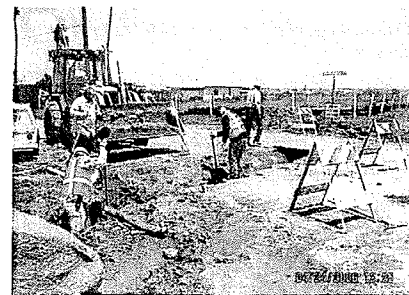


DJA will ensure that IRWD receives all requested project deliverables in a fashion and timeframe that it expects.

6. **Construction Schedule and Progress:**

DJA will coordinate the development of the Base schedule with the Contractor including critical path analysis to identify long lead time items and tasks. Areas of concern will be addressed accordingly with regard to project time frame and sequencing. DJA will oversee the weekly updates of the construction schedule, including the Contractor's preparation of a three-week "look-ahead" schedule.

DJA will observe and monitor the construction progress and report deviations from the prepared schedule. DJA will work with the Contractor to develop and implement corrective actions to meet the project schedule. *DJA will address schedule and progress in a monthly progress report as well as at the weekly meetings.*



7. **Control Construction Quality:**

DJA will perform regular visual inspections of all construction work. Inspection and testing of soils, concrete, steel, pumps, motors, pipelines, and coating work will be performed by DJA and Kleinfelder, Inc. DJA and EPS will perform inspection and testing of site electrical work. DJA will provide inspection services off-site at

manufacturing facilities, as necessary, to ensure strict compliance with the contract documents. DJA will also provide construction survey layouts and verify design grades. A critical area of the project inspection will be the conveyance pipeline work. DJA will perform full-time inspection during this portion of the work to ensure that the pipelines are installed correctly, backfilled and compacted in accordance with the Contract Documents, and free of damage at the completion of the project.

DJA will address any construction problems or deficiencies encountered and the proposed corrective actions at the project progress meetings and in the monthly progress report to IRWD. Corrective actions will be closely inspected and monitored.

8. Maintain Construction Records:

DJA will maintain all construction records for final delivery to IRWD. Project binders will be organized and maintained for each major component of construction administration such as:

- Progress Payments and Contract Documents
- Submittals
- Inspection Reports
- Meeting Minutes
- Correspondence with Design Engineer, IRWD, and Contractor
- Construction Schedules
- Requests for Information and Field Memos
- Change Orders
- Testing Results
- Training, Operation, & Maintenance Protocols
- Record Drawings
- Photographic Log

Contract documentation such as RFI's, Field Memorandum's, PCO's, CCO's, and associated logs will have copies distributed to IRWD for review and approval. Three original hardcopies of all documents requiring approval and signature of IRWD will be provided.

9. Progress Payments:

DJA will meet with the Contractor to establish a final schedule of values for the execution of the contract. DJA will meet with the Contractor monthly to review the quantities of materials on-site and the progress of work completed. DJA will review and approve the monthly progress payments as well as review certified payroll and distribute to IRWD with a recommendation for payment.

DJA will track and maintain the construction project costs showing the cumulative totals and monthly totals broken down by task and include in the monthly progress report to IRWD.

10. Request for Information:

DJA will receive all requests for information (RFI's) and review. DJA will respond to requests for information when the contract documents clearly address the item and will distribute to the Design Engineer for resolution at all other times. DJA will oversee the timely response of the Design Engineer and the proper implementation by Contractor of the Design Engineer's response. *DJA will develop and maintain a RFI log and copies of all RFI's in a project binder.*

11. Change Orders:

DJA will receive proposed contract change orders and evaluate their validity. DJA will investigate and inspect change order claims as necessary to ensure that it is a change from the original scope of work in the contract documents. DJA will estimate the cost of the change order and negotiate as necessary in applicable instances. The Design Engineer will be contacted when necessary. DJA will provide formal change orders to IRWD along with the appropriate recommendation. *DJA will develop and maintain all change orders, perform cost tracking, and keep record copies in a project binder.*

12. Coordinate Final Inspections/Commissioning/Startup:

DJA will schedule and coordinate substantial completion and final inspections with the appropriate personnel. A project list of deficiencies will be compiled and prepared for the Contractor. DJA will ensure that all corrective actions are completed by the Contractor and issue a Letter of Acceptance and Notice of Substantial Completion. DJA will coordinate, inspect, and otherwise take an active role in the facility commissioning, equipment performance testing, and project start-up. *DJA will prepare all necessary forms and reports for the testing and commissioning of equipment as well as preparing a check list of items to be inspected, verified, operated, and tested in accordance with the contract documents.*

13. Project Close-out/Documentation/Certification/Final Report:

DJA will coordinate the construction close-out operations such as completion of deficiencies, letter of acceptance of project operation, resolution of change orders, delivery to IRWD of specified extra materials, and recommendation for final payment and retentions.

DJA will submit to IRWD all project documentation in an organized and useable form. This will include project binders as noted above, photographic log, files, submittals, samples, test reports, project records, warranties, lien releases, and record drawings. In addition, DJA will review and issue final project O&M manuals to the design engineer and operators to receive comments and incorporate said comments into the final approved O&M manuals for the project from the Contractor.

DJA will issue a Final Inspection (CQA) Report to IRWD including an executive summary, all inspection reports, test reports, daily sheets, a project certification letter, and copies of all meeting minutes.

Combined with our
experience, our
commitment to excellence
and fair-play will be the
fundamental principle
directing the successful
completion of this project.

III. PROJECT TEAM

Dee Jaspar and Associates, Inc., founded in 1980 and established as a California corporation in 1982, is a professional civil engineering corporation. For more than twenty-five years, civil engineers at Dee Jaspar & Associates have specialized in project management, design, and construction administration for both public and private civil projects. Dee Jaspar & Associates, Inc. has offices in Bakersfield, CA and Porterville, CA.

Dee Jaspar & Associates, Inc. currently employs ten (10) full-time and three (3) part-time staff members in the Bakersfield and Porterville offices; 4 Professional Engineers, 1 Staff Engineer (E.I.T.), 1 Drafting Technician, 1 Surveyor, 2 Administrative/Clerical, 1 Office Manager, and 3 part-time inspectors (on an as needed basis).

Project Design and Management

- Project Design
- Project Management
- Construction Administration
- Construction Inspection
- Budget / Job Costing
- Estimating
- Scheduling

Civil Design

- Pipeline and Open Channel Design
- Pumping Plant Design
- Right of Way Surveys
- Topographic and Alignment Surveys
- Agricultural Water Supply and Distribution System
- Groundwater Recharge Facilities
- Water Storage Reservoirs
- Municipal / Industrial Water Supply and Treatment
- Feasibility Studies
- Drainage Studies and Drainage System Design
- Flood Studies and Flood Control Systems
- Agricultural Drainage Water Re-Use And Disposal Projects
- Permit Acquisition

Land Development

- Improvement Plans
- Boundary Surveys
- ALTA Surveys
- Construction Surveys
- Grading Plans
- Topographic Surveys

Municipal / Industrial Water Supply

- Distribution System Design and Analysis
- Pumping Plant Design
- Water Treatment Pilot Studies
- Water Treatment System Design
- Water Well Pilot Studies
- Well Design and Construction Monitoring
- Steel Water Storage Reservoir Design and Construction Monitoring
- Rate Structure Studies and Design
- Plan Checking Service

Agricultural Water Supply

- Open Channel Analysis and Design
- Closed Conduit Analysis and Design
- Pumping Plant Design
- Pipeline Alignment Surveys
- Earthen Water Storage Reservoirs
- Flood Control Facility Analysis and Design
- Open Channel Improvement Projects
 - Channel Prism Modification
 - Channel Lining and Liner Extensions
- Right-of-Way Determination and Descriptions
- Ground Water Recharge

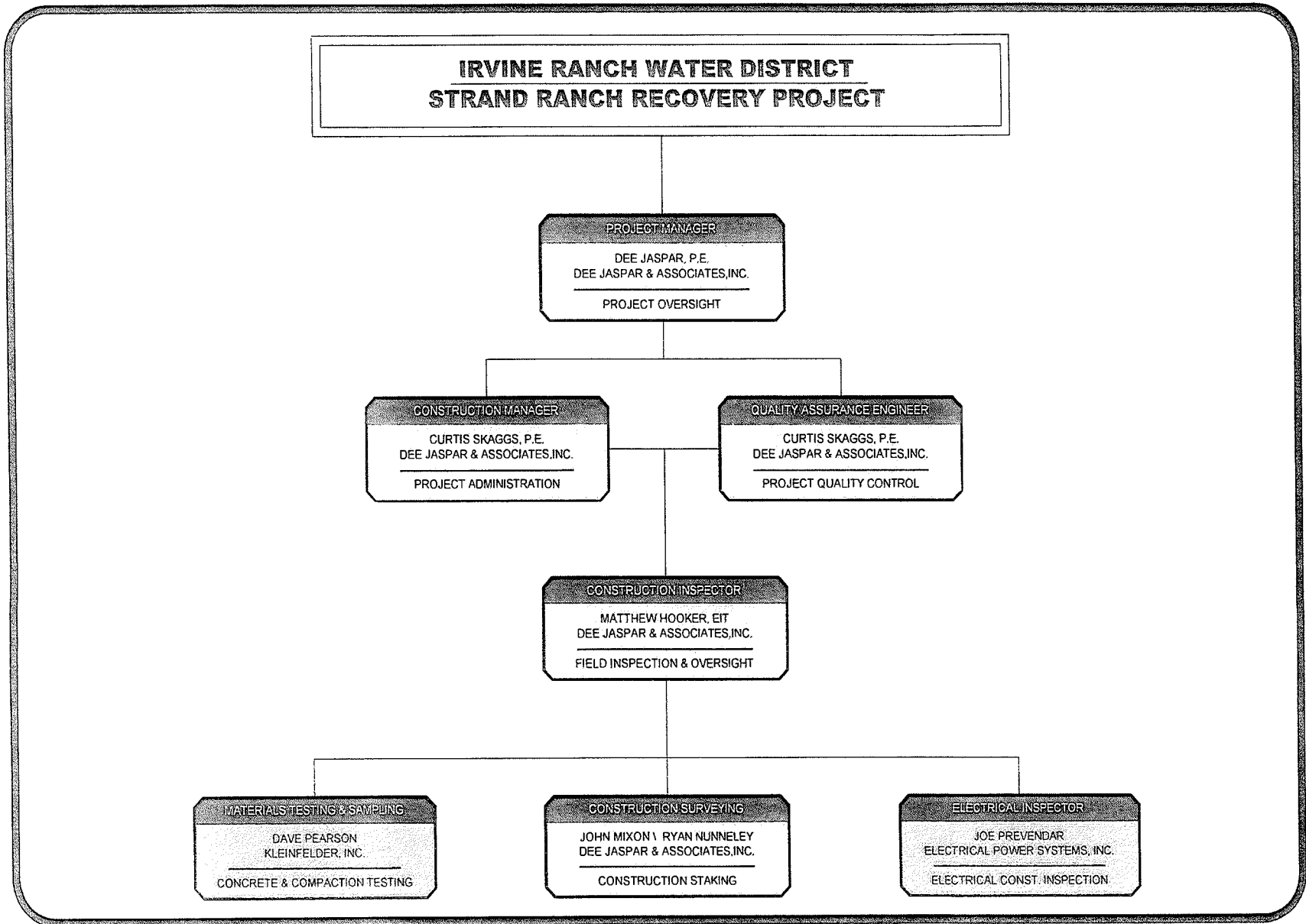
Clients Served

Dee Jaspar & Associates has served agricultural water districts and municipalities in many capacities including, but not limited to, engineering design, design and construction project team member, and construction inspection and administration. In addition to IRWD, below is a partial list of other clients we serve.

- The City of McFarland
- The City of Shafter
- Vaughn Mutual Water Company
- Oildale Mutual Water Company
- Kern County Waste Management Department
- Cawelo Water District
- Arvin Community Services District
- Chevron, Inc.
- North of the River Park and Recreation District
- Kern County Water Agency

Dee Jaspar and Associates, Inc. will provide construction administration services as outlined in this proposal. Electrical Power Systems, Inc. (EPS) and Kleinfelder, Inc. will be sub-consultants to DJA. Kleinfelder, Inc. will be a sub-consultant to DJA and provide third-party testing and inspection for soils compaction, aggregate base compaction, concrete testing, and compliance sampling and testing verifications. EPS will be utilized to assist with change order review and performance of special inspections as required by the contract documents and the DJA inspector.

<i>Construction Administration Team</i>				
<i>Project Role</i>	<i>Personnel</i>	<i>Affiliation</i>	<i>Registration</i>	<i>Experience</i>
Project Engineer	Dee Jaspar	DJA	PE	40 yrs
Quality Assurance Engineer	Curtis Skaggs	DJA	PE	14 yrs
Construction Manager	Curtis Skaggs	DJA	PE	14 yrs
Construction Inspector	Matt Hooker	DJA	EIT	7 yrs
Electrical Inspector	Vince McNamara	EPS	--	42 yrs
Soils & Concrete Technician	Dave Pearson	Kleinfelder	PE	38 yrs



Dee Jaspar-Firm President

Project Engineer
RCE 23042

Dee Jaspar is the president of the corporation. He is a registered civil engineer and agricultural engineer in the State of California. He is also a registered professional engineer in the State of Oregon. He graduated from the University of California at Davis in 1970 with a Bachelor of Science Degree in Engineering. Although the certifications have lapsed due to time, Mr. Jaspar was certified as a Welding Inspector by AWS in the late 1980's, early 1990's. For a period of time Mr. Jaspar performed welding inspection duties. He was also certified as a structural welder – also lapsed due to time. Both certifications lapsed because of Mr. Jaspar being involved in other duties in his business.

Mr. Jaspar has been involved in civil engineering projects for the past thirty-six years. He has experience in design of earthen dams (including retrofitting existing dams), canals, pipelines, municipal and agricultural wells, water storage reservoirs, pumping plants, water treatment plants, and surge control equipment. He has prepared grading plans, drainage plans, site development plans, tract maps, parcel maps, drainage studies, land use plans (including specific plans), tract improvement plans, and ALTA surveys. He has surveyed municipal, urban, agricultural, and mountain properties, performed construction staking, and participated in aerial-topographic surveys. Mr. Jaspar has designed and constructed commercial and industrial buildings. He owned and operated a general engineering and building construction company for ten years. His structural experience also includes retaining walls, foundations, small bridges, crane buildings, and water storage tanks. He has provided structural steel and reinforced concrete quality control services for mid-rise (3-15 story) commercial structures and has fabricated and erected structural steel frameworks for the same.

Mr. Jaspar provides project oversight and quality control for the firm's engineers, surveyors and field personnel, assuring that the work that the firm produces is technically correct and practical in application. Mr. Jaspar's firm in the past several years (2005 – 2008) designed and provided construction management for both large and small projects; among them, a \$50 million eight-mile long 42" steel pipeline transporting 160°F water from oil field steam injection operations to temperature equalization ponds for agricultural use; a \$25 million groundwater banking project including three pumping plants ranging in size from 400 hp to 3,500 hp, 4 KV electrical substation, 15 miles of 18"–60" distribution piping, three 10 - 50 acre-foot earthen reservoirs, 640 acre groundwater recharge facility, reinforced concrete diversion structures, pumping plant structures, canal improvements, travelling water screens, and check structures. The firm is involved with municipal, agricultural and industrial water systems, including distribution system planning and design, water wells, steel water storage reservoirs, well head water treatment systems ranging from ozone, to catalytic and granular activated carbon systems to arsenic treatment systems. Mr. Jaspar has been involved with the Kern County Water Agency's \$100 million Cross Valley Canal Expansion Project from its inception in 2003, first providing project feasibility and hydraulic studies, then providing technical and contract administration oversight for the Agency's designers and construction managers, dealing with permitting, right of way and endangered species issues for the duration of the project. He is

directly involved with the resolution of construction and design related issues on the project.

Mr. Jaspar will serve as the Project Manager for this project and will be responsible for the general oversight of the construction management team and assist in resolution of complex issues, directing the work of others, and maintaining effective working relationships.

Curtis Skaggs-Firm Partner

Project Quality Assurance Engineer and Construction Manager
RCE 60960

Mr. Skaggs is a partner in the firm and graduated from the University of Southern California in 1997 with a Bachelor of Science Degree in Civil and Environmental Engineering. He is a registered civil engineer in the state of California and a member of the American Society of Civil Engineers.

Mr. Skaggs has over fourteen years of experience with Dee Jaspar & Associates, Inc. in the field of civil engineering. Mr. Skaggs will serve as the Quality Assurance Engineer and Construction Manager and will oversee the construction inspection and administration. Mr. Skaggs will visit the project site on a weekly basis. Mr. Skaggs will facilitate project meetings, handle correspondence with IRWD staff, Design Engineer, and Contractor, process requests for information, change orders, and progress payments, oversee the construction inspection quality, and coordinate and oversee final inspections, facility commissioning, startup, project close-out, and issue the final inspection report.

Mr. Skaggs has designed and overseen the construction of multiple well and pipeline projects over the last fourteen years. Mr. Skaggs designed and provided the construction inspection for the Rosedale Rio Bravo Water Storage District / ID4 well field project that included the following features:

- Drilling and Developing Seven Water Wells – five (5) 5 cfs wells and two (2) 10 cfs wells
- Equipping Seven Wells with Pumps, Motors, Discharge Piping, and Electrical
- Two Miles of PVC and CMLC Steel Conveyance Piping and Appurtenances
- High Voltage Electrical Transmission Lines
- Reinforced Concrete Inlet Structure to Cross Valley Canal with Electrically Operated Slide Gate

Matt Hooker

Construction Inspector

EIT

Mr. Hooker received his Bachelor's Degree in Civil Engineering from California Polytechnic University at San Luis Obispo in 2004. Mr. Hooker has seven years experience with Dee Jaspar and Associates, Inc. in the field of civil engineering. Mr. Hooker has a geotechnical emphasis that is beneficial in projects involving earthwork, compaction testing, and reinforced concrete. During college, Mr. Hooker worked as a soils engineering technician.

Mr. Hooker has served as the construction inspector for several large projects in the past seven years for DJA and was instrumental to the successful completion of these projects. Mr. Hooker has performed construction inspection for multiple projects, including projects that were constructed concurrently, and has experience with earthwork operations, underground piping, above ground piping and appurtenances, pumps, motors, aggregate base and paving, coatings, welding, electrical, steel appurtenances, reinforced concrete structures, and site development.

Mr. Hooker was the construction inspector for the Strand Ranch Recharge Facility Earthwork Project and is familiar with the project and site aspects. In addition, Mr. Hooker designed and performed the construction inspection for the Cawelo Water District – Famoso Groundwater Banking Project. This project included the equipping of five recovery wells with pumps, motors, discharge piping, conveyance piping, appurtenances, site electrical, and SCADA communications.

John D. Mixon

Staff Engineer

Mr. Mixon has over thirty years of experience in engineering, surveying, and land use issues, having served with the Kern County Land Company and its' successor, Tenneco West, for 22 years. Mr. Mixon spent seven years with the engineering department of Kern County Land Company, and fifteen years in a managerial capacity as Manager of Land Assets with Tenneco, Inc., providing land development supervision. He served on the Board of Directors for the Wheeler Ridge-Maricopa Water Storage District and Kern Delta Water District. Mr. Mixon was self-employed for four years involved in agricultural land development and surveying.

Mr. Mixon has been with Dee Jaspar & Associates, Inc. for over 25 years and performs land surveys, construction surveying, ALTA surveys, parcel map preparation, tract map and tract improvement plan preparation, drainage and grading plan preparation, he works with land use issues, prepares easements and legal descriptions. He works with City and County staff respecting projects this firm designs. He performs technical plan checking services for parcel maps and tract maps for the City of Shafter.

Electrical Power System, Inc.

Joe Prevendar-Vice President

Electrical Engineer

PE

Mr. Prevendar graduated from the University of Washington in 1979 with a Bachelor of Science Degree in Electrical Engineering. He is a registered electrical engineer in the State of California as well as Minnesota, Arizona, and Washington. Mr. Prevendar has over 28 years experience in electrical engineering and is the Vice President of EPS, Inc. Mr. Prevendar will serve as the Electrical Engineer and will oversee the electrical construction aspects of the work. Mr. Prevendar will perform oversight of the electrical installation and assist with submittal reviews. DJA will be in communication with Mr. Prevendar to coordinate inspection needs, address requests for information or change orders related to electrical work, address any electrical issues, and update the progress of construction.

Vince McNamara-Inspector

Project Electrical Inspector

Mr. McNamara graduated from Fresno City College in 1963. Mr. McNamara has over forty years experience in the electrical industry and has a comprehensive knowledge in the electrical construction field. Mr. McNamara will serve as the Project Electrical Inspector and will be responsible for electrical construction inspection and administration. Mr. McNamara will visit the project site on an as needed basis for electrical inspection. DJA will coordinate with Mr. McNamara so that he visits the site when electrical construction work is being performed and when inspections are appropriate.

Kleinfelder, Inc.

Dave Pearson

Senior Engineer

Mr. Pearson graduated from the University of California, Los Angeles in 1970 with a Bachelor of Science Degree in Engineering and Applied Sciences. He went on to do his Post-Graduate studies in Foundation Engineering and Applied Soils Mechanics. He is a registered civil engineer and geotechnical engineer in the State of California – C23997 and GE674. Mr. Pearson has over 38 years experience as a geotechnical engineer and has extensive experience in the construction of earthwork, foundation preparation, and pipeline backfill and compaction. Mr. Pearson will serve as the Principal Geotechnical Engineer and will oversee the quality control for field technicians during sampling, testing, and inspecting. Mr. Pearson will be available for special meetings and inspections as necessary to address and resolve difficult issues pertaining to the project.

Commitment

Our firm brings a commitment to excellence and integrity to this project.

- We have managed past projects for IRWD and have endeavored to provide a product that they can trust, that they can expect, and that gives them peace of mind.
- We have a good working relationship with IRWD staff and a desire to maintain it.
- IRWD is an important client and we value our relationship.
- We are a local firm and our reputation is at stake with every project we do. We will keep that reputation intact by administering a quality construction project.
- We have assembled a project team that provides the highest level of expertise for construction inspection and will ensure that the facility testing, pipeline work, electrical, and general project construction are completed in accordance with the Contract Documents and IRWD's expectations.

IV. RELATED EXPERIENCE

Dee Jaspar and Associates, Inc. has designed and provided construction inspection and administration for projects ranging from less than \$100,000 up to \$50M. DJA provided construction management and inspection services for three projects recently that are very similar to the construction administration requirements expected by IRWD.

a. **City of Porterville – Martin and Rocky Hill Water Reservoirs Project**

Year Constructed – 2011

Project Cost - \$3,602,763

Project Description – Construction management and inspection services for the construction of a 3.0MG AWWA D100 Welded Steel Tank and a 0.5MG AWWA D100 Welded Steel Tank at two separate sites. This included site earthwork, electrical, fencing, landscaping, and coating work for the tank sites and approximately one and a-half miles of sixteen-inch (16") C905 PVC pipeline installation, a booster pumping plant and appurtenances at the 3.0MG tank site and approximately one mile of sixteen-inch (16") C905 PVC and eight-inch (8") C900 PVC pipeline installation and booster pumping plant modifications at the 0.5MG site.

DJA performed a constructability review of the contract documents, facilitated the bidding process, the pre-award and pre-construction meetings, safety meetings, weekly project meetings, reviewed and processed contract RFI's, change orders, and progress payments, reviewed certified payroll records, coordinated all site communication between the Contractor, Owner, Design Engineer, and external utilities such as SCE, performed daily construction inspection, issued daily reports with photo logs, provided survey grade checks, ensured that all requirements of regulatory agencies and the contract documents were adhered too, and provided construction close-out services including substantial and final completion notices, recommendation for release of retention, project O&M manuals, records compilation and final documentation submittal.

<i>Project Staff</i> –	Project Manager – Dee Jaspar Construction Manager & Quality Assurance Engineer – Curtis M. Skaggs Construction Inspector – Jeff Pray
<i>Subconsultants</i> –	Consolidated Testing – Compaction and Concrete Testing Bay Area Coatings – Tank Coating Inspection Electrical Power Systems – Electrical Inspection
<i>Project References</i> –	Mike Reed, City Engineer City of Porterville 291 North Main Street Porterville, CA 93257 (559) 782-7466

b. Irvine Ranch Water District – Strand Ranch Recharge Facility Earthwork Project

Year Constructed - 2009

Project Cost - \$3,066,244

Project Description – Construction management and inspection services for the development of approximately 640 acres into a water recharge facility. This included moving approximately 400,000 cubic yards of earth material to construct earthen levees, construction of fabricated interbasin structures, reinforced concrete spillway structures, and a 60-inch diameter RCP canal siphon.

DJA performed a constructability review of the contract documents, facilitated the bidding process, the pre-award and pre-construction meetings, safety meetings, weekly project meetings, reviewed and processed contract RFI's, change orders, and progress payments, reviewed certified payroll records, coordinated all site communication between the Contractor, Owner, Design Engineer (AECOM), and external utilities such as PG&E, performed daily construction inspection, issued daily reports with photo logs, provided survey grade checks, ensured that all requirements of regulatory agencies and the contract documents were adhered to, and provided construction close-out services including substantial and final completion notices, recommendation for release of retention, project O&M manuals, records compilation and final documentation submittal.

<i>Project Staff</i> –	Project Manager – Dee Jaspar Construction Manager & Quality Assurance Engineer – Curtis M. Skaggs Construction Inspector – Matt Hooker
<i>Subconsultants</i> –	Kleinfelder – Compaction & Concrete Testing
<i>Project References</i> –	Paul Weghorst, Principal Water Resources Manager Irvine Ranch Water District 15600 Sand Canyon Avenue, Irvine, California 92619 (949) 453-0228

c. Kern County Water Agency –Cross Valley Canal – Box Culvert at Mohawk Street Project

Year Constructed - 2009

Project Cost - \$980,000

Project Description – Construction management and inspection services for the construction of a 400-ft long reinforced concrete box culvert in the Cross Valley Canal in preparation for the Mohawk Street overpass. This included earthwork, reinforcement steel inspection, placement of approximately 2,500 cubic yards of concrete, placement of rock rip-rap, galvanized steel guardrail, and fence restoration.

DJA facilitated the bidding process, the pre-award and pre-construction meetings, safety meetings, weekly project meetings, reviewed and processed contract RFI's, change orders, and progress payments, reviewed certified payroll records, coordinated all site

communication between the Contractor, Owner, and Design Engineer (AECOM), performed daily construction inspection, issued daily reports with photo logs, provided survey grade checks, ensured that all requirements of regulatory agencies and the contract documents were adhered to, and provided construction close-out services including substantial and final completion notices, recommendation for release of retention, project O&M manuals, records compilation, lien releases, waiver of claims, and final documentation submittal.

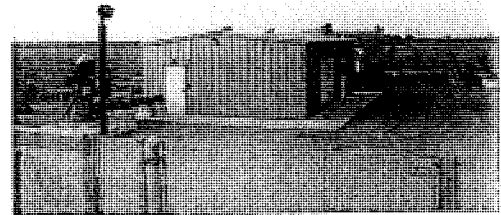
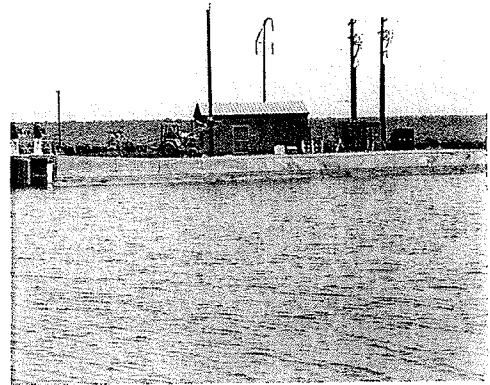
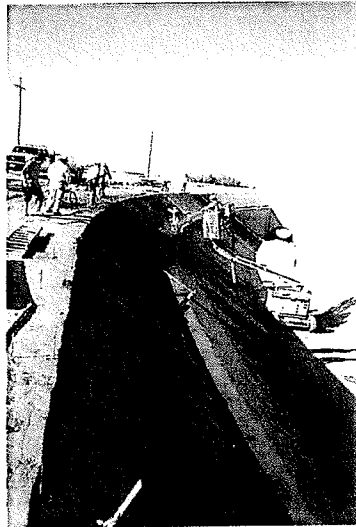
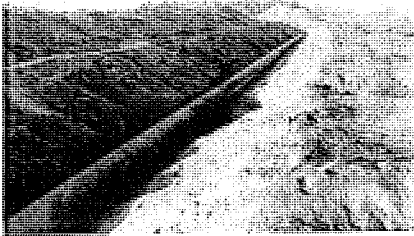
Project Staff – Project Manager – Dee Jaspar
Construction Manager & Quality Assurance Engineer –
Curtis M. Skaggs
Construction Inspector – Jeff Pray

Subconsultants – Kleinfelder – Compaction & Concrete Testing

Project References – Martin Varga, Engineering & Groundwater Services Manager
Kern County Water Agency
3200 Rio Mirada Ave, Bakersfield, California 93308
661) 634-1448

In Summation

Our project team brings experience in site grading and earthwork preparation, reinforced concrete structures, underground piping and appurtenances, well construction and development, deep well pumps & motors, electrical control systems, PLC's, SCADA, and site development and landscaping. This level of experience, attention to detail, and teamwork between DJA, the Contractor, and IRWD, will result in a completed project that is to everyone's satisfaction.



V. CONSTRUCTION MANAGEMENT FEE PROPOSAL

V. CONSTRUCTION MANAGEMENT FEE PROPOSAL

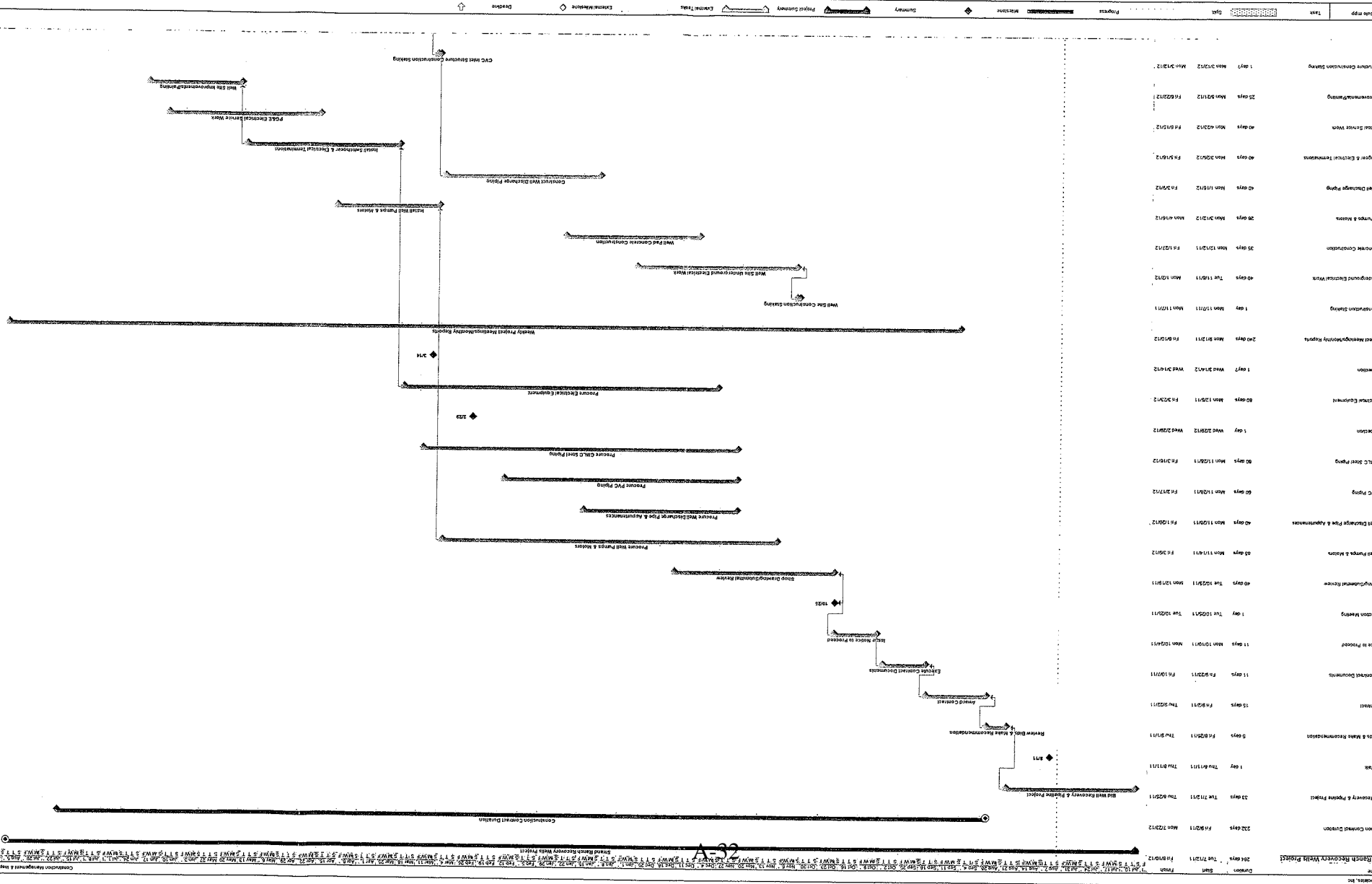
Irvine Ranch Water District Strand Ranch Recovery Facilities Pipeline Facilities and Well Equippping - Project Number 11289 Constuction Management Services Estimate August 3, 2011											
Scope of Work	Principal Engineer	Registered Engineer / Project Manager	Staff Engineer	Surveyor	Survey Crew	Draftsperson	Secretary	Miscellaneous	Laboratory & Field Soils & Concrete Testing	Consultants	Total
	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Cost (\$)	Estimated Cost (\$)	
A. Project Meetings Project meetings - assuming a 36 week construction schedule. Two pre-bid walks at 4 hours each, 36 construction project meetings at 1.0 hours each, bid opening at 4 hours - 1- post bid and 1 - preconstruction meeting at 2 hours each. Total: 52 hours	24	120	52								
B. Shop Drawing Review / Constructability Review Process shop drawings and address contract issues. Prepare a Submittal Log to track all submittals.	8	40	10							\$1,000	\$25,640
C. Address Requests for Information Prepare an RFI Log. Correspond with the Design Engineer, IRWD, and Contractor. Respond to RFIs within 7 days.	4	16	8							\$2,000	\$9,480
D. Evaluate and Monitor Construction Schedule and Contractor's Progress. Coordinate and Schedule Survey & Testing, & Inspections by Appropriate Authorities Assume 36 weeks for well, pipeline and turnin construction combined. This will involve daily site inspections, safety monitoring, project coordination, construction schedule monitoring, construction quality control for pump and motor installation, pipeline coatings, installation of pipelines and appurtenances, reinforcement steel placement, concrete placement, electrical and grounding inspections, factory inspections for electrical equipment and pumps and motors, progress payment review and approval, and final inspections/commissioning. Field testing work to include compaction testing for concrete structure subgrades and pipeline trench sections, concrete sampling for air content, temperature, and slump, and laboratory testing for concrete compressive strength and soil properties.	36	230	1010						\$45,000	\$17,500	\$199,160
E. Change Order Requests. Review proposed change orders and recommend approval or disapproval. Schedule time for meetings with the District on special cases of Contractor/IRWD disagreements.	8	24	8							\$2,000	\$7,200
F. Project Closeout. Review the prepared as-builts and coordinate corrections with Contractor, submit to IRWD for review and comment, Assemble daily Field Reports, coordinate final inspection, punch lists, acceptance, testing, and start up. Provide general assistance to IRWD to coordinate and resolve field changes and other minor issues.	8	40	40								\$10,480
G. Special Services. Budget allowance for unforeseen items. This - to be billed only as-approved by IRWD.											
H. Surveying and Layout of Facilities Two - person crew for construction layout and for confirmation of construction grades.				20	120	16					\$30,264
Subtotal: Construction management and inspection services.	88	470	1128	20	120	16	0	\$0	\$45,000	\$23,500	\$286,744
Total Hours Estimated:	88	470	1128	20	120	16	0	\$0	\$45,000	\$23,500	\$286,744
Total Engineering Estimate:	\$14,080	\$61,100	\$112,800	\$2,520	\$26,400	\$1,344	\$0	\$0	\$45,000	\$23,500	\$286,744

8/8/2011

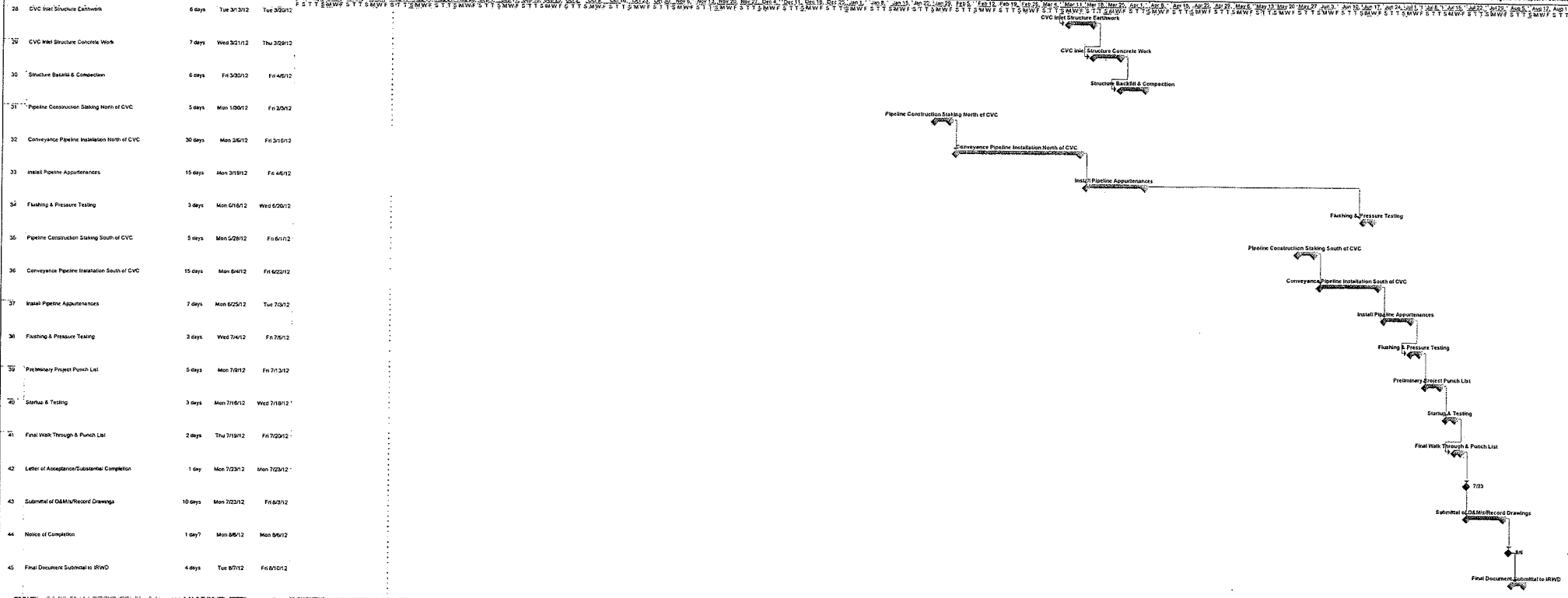
Table 1

VI. PRELIMINARY CONSTRUCTION SCHEDULE

Task	Start	End	Progress	Notes
1	18/01/12	18/01/12	100%	Finalize North Branch Recovery Water Project
2	22/01/12	18/02/12	100%	Construction Contract Duration
3	23/01/12	18/02/12	100%	Bid Wait Recovery & Prepare Project
4	1/02/12	18/02/12	100%	Bid Day Week
5	5/02/12	18/02/12	100%	Review Bid & Make Recommendation
6	15/02/12	18/02/12	100%	Award Contract
7	11/02/12	18/02/12	100%	Execute Contract Documents
8	11/02/12	18/02/12	100%	Issue Notice to Proceed
9	1/02/12	18/02/12	100%	Preconstruction Meeting
10	10/02/12	18/02/12	100%	Shop Drawing/Document Review
11	05/02/12	18/02/12	100%	Prepare Bid Plans & Means
12	05/02/12	18/02/12	100%	Prepare Bid Estimate Pipe & Appurtenances
13	05/02/12	18/02/12	100%	Prepare Bid Estimate Pipe & Appurtenances
14	05/02/12	18/02/12	100%	Prepare Bid Estimate Pipe & Appurtenances
15	05/02/12	18/02/12	100%	Prepare Bid Estimate Pipe & Appurtenances
16	05/02/12	18/02/12	100%	Prepare Bid Estimate Pipe & Appurtenances
17	05/02/12	18/02/12	100%	Factory Inspection
18	05/02/12	18/02/12	100%	Verify Project Measurements Report
19	05/02/12	18/02/12	100%	Verify Project Measurements Report
20	05/02/12	18/02/12	100%	Verify Site Underground Electrical Work
21	05/02/12	18/02/12	100%	Verify Site Concrete Construction
22	05/02/12	18/02/12	100%	Verify Site Piping & Means
23	05/02/12	18/02/12	100%	Coordinate Weld Storage Piping
24	05/02/12	18/02/12	100%	Install Scaffolding & Electrical Temporary
25	05/02/12	18/02/12	100%	Final Electrical Drive Work
26	05/02/12	18/02/12	100%	Verify Site Improvements/Finishing
27	05/02/12	18/02/12	100%	CVC Unit Structure Construction Starting



A-32



August 22, 2011

Prepared by: C. Spangenberg/S. Malloy

Submitted by: K. Burton

Approved by: Paul Cook

ACTION CALENDAR

MWRP BIOSOLIDS HANDLING AND ENERGY RECOVERY FACILITIES DRYING SYSTEM PROCUREMENT AND VARIANCE NOS. 8 AND 9

SUMMARY:

Staff completed a review of the 60% design drawings prepared by Black & Veatch for the Michelson Water Recycling Plant (MWRP) Biosolids and Energy Recovery Facilities to allow biosolids digestion, dewatering, and on-site drying. A major long-lead item is the drying system which must be procured now to complete the design to accommodate the dryer's specific process, structural, and electrical components. Staff recommends that the Board:

- Authorize the General Manager to execute an agreement with Andritz Separation, Inc. in the amount of \$12,294,043 for procurement of the heat drying system for the MWRP Biosolids and Energy Recovery Facilities;
- Approve Variance No. 8 in the amount of \$83,600 with Black & Veatch for design modifications as a result of downsizing the heat drying system;
- Approve Variance No. 9 in the amount of \$88,560 with Black & Veatch to complete a more robust foundation design due to unforeseen site conditions and implementation of a pile indicator program; and
- Approve an Expenditure Authorization in the amount of \$1,307,300 for the MWRP Biosolids and Energy Recovery Facilities, Project 20847 (1617).

BACKGROUND:

Black & Veatch identified two manufacturers that could supply a triple pass, direct-fired, drum drying system capable of producing Class A pellets: Siemens and Andritz. The report entitled "Procurement Recommendations for MWRP Heat Drying Facilities," completed in March 2011 by Black & Veatch and presented in Exhibit "A", contains a thorough evaluation of the two heat drying systems. The evaluation ranked Andritz as much more qualified than Siemens to supply the drying system based upon the follow criteria:

- Number of municipal biosolids drying installations in North America;
- Heat drying systems product improvements;
- Heat drying systems safety improvements;
- Project execution capabilities in the areas of design, training, startup and commissioning, and product support with North American staff;
- Lower overall risk to IRWD; and
- Lower capital and operating costs based upon a number of North American installations.

Dryer System Negotiations:

Based upon the evaluation, IRWD and Black & Veatch prepared a Heat Dryer Procurement document and transmitted it to Andritz in March 2011. Negotiations ensued with correspondence and meetings occurring through July 2011. The negotiations resulted in making clarifications to technical information, clear demarcation of the drying system supplier project deliverables, modifying the terms and conditions of the contract documents, and agreeing on the total negotiated price. The specified drum drying system with 6,000 kilograms per hour evaporative capacity (DDS-60) is large enough to dry sludge from MWRP and the Los Alisos Water Recycling Plant (LAWRP). The key terms are summarized below:

- The total negotiated price including design submittals, equipment manufacturing, delivery, taxes, and testing for DDS-60 is \$12,294,043, as further described in Exhibit “B”. This cost is close to Black & Veatch’s estimate and benchmarks well against heat dryer system procurement for projects of similar size.
- The drum drying system includes a product storage silo recycle system to increase the safety of the drying system.
- An initial payment of \$1,229,440 (10% of negotiated price) to fund design submittals and to hold various suppliers costs to meet IRWD’s project schedule.
- The Andritz contract and purchase order will be assigned to the general contractor.
- After the general contractor is retained, the general contractor will issue a Notice to Proceed with Fabrication. Andritz shall then deliver the heat dryer system no earlier than 300 days and not later than 360 days after issuance of the Notice to Proceed with Fabrication.

Variance No. 8 – Dryer System Downsizing and Schedule Delays due to SOCWA (\$83,600):

In July 2010, staff initiated discussions and worked with the South Orange County Wastewater Authority (SOCWA) representatives to prepare an agreement for its participation in the biosolids receiving station and heat drying facilities. In order to accommodate the solids from SOCWA, the heat dryer facilities had to be increased from a DDS-50 (MWRP biosolids only) to a larger DDS-70 (MWRP, LAWRP and SOCWA sludge). Black & Veatch modified the design criteria and staff worked with Andritz in upsizing the heat dryer components to be capable of processing SOCWA sludge.

In June 2011, SOCWA informed IRWD that it was not going to participate in the MWRP Biosolids project. As a result of this action, Black & Veatch modified the design for the dewatering centrifuges, solids feed pumps, piping, electrical, instrumentation and control, and solids conveyor system along with the heat dryer procurement documents to accommodate the smaller DDS-60. The solids receiving facilities and the solids handling building are not being down-sized. This additional design scope of work requires approval of Variance No. 8 in the amount of \$83,600, as shown in Exhibit “C.”

Through July 8, 2011, SOCWA's share of the amount expended by Black & Veatch to design the larger dryer system prior to termination of negotiations with SOCWA was \$145,940. With the additional cost of Variance No. 8, the total reimbursement that IRWD will seek from SOCWA will be \$229,540.

Variance No. 9 – Additional Design per the Foundation Alternatives Investigation (\$88,560):

The Foundation Alternatives Study was completed in July 2011 and the results recommended that a Mass Pile Foundation (MPF) be used to provide sufficient lateral support to the egg-shaped digesters and the digester control building complex. This is due to the underlying peat layer not supplying adequate lateral support to the original standard pile foundation design during a seismic event. The MPF is estimated to have a construction cost of \$7 million and is relatively simpler to construct compared to the other three alternatives investigated: soil stabilization by deep soil mixing (\$9.4 million), jet grouting (\$19 million), and soil removal and replacement (\$9 million). The original design assumed a conventional pile foundation could be implemented at a cost of \$5.3 million. As a result, the MPF will result in an incremental construction cost increase of approximately \$1.7 million over the conventional pile foundation design.

In order to implement the MPF, additional design work by Black & Veatch, as defined in Exhibit "D", Variance No. 9 in the amount of \$88,560 must be completed. Variance No. 9 also includes engineering costs for an indicator pile testing program similar to what was done for the MWRP Phase 2 Expansion project to provide better pile design requirements for the bidding contractors. The plan is to perform the indicator pile test program as a construction change order while the MWRP Phase 2 Expansion pile contractor is on site after all the floodwall piles are completed, estimated to be later in the fall of 2011.

Schedule:

Staff has completed review of the 60% design submittal by Black & Veatch. The design schedule is delayed by approximately four months – from the end of January through May – due to extended negotiations with SOCWA and Andritz, the drying system down-sizing, the biogas utilization study, and the foundation alternatives analysis. The related estimated bidding and construction completion milestones have been extended accordingly.

- Biogas Utilization Study: September 14, 2011
- Pile Test Indicator Program: October/November 2011
- Foundation Design Completion: November 25, 2011
- Drying System Design Submittals: February 2012
- Final Design Completion: May 2012
- Bid Opening: August 2012
- Construction Award: September 2012
- Class B Facilities Complete: Fall 2014
- Class A Facilities Complete: Spring 2015

FISCAL IMPACTS:

The MWRP Biosolids and Energy Recovery Facilities, Project 20847 (1617) is included in the FY 2011-12 Capital Budget. An Expenditure Authorization is requested as shown in the table below and in Exhibit “E” to fund the drying system initial 10% payment to Andritz as well as Variance Nos. 8 and 9 with Black and Veatch.

Project No.	Current Budget	Addition	Total Budget	Existing EA	This EA Request	Total EA Request
20847	\$163,869,000	-\$0-	\$163,869,000	\$17,414,400	\$1,307,300	\$18,721,700

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA) and in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7; a Supplemental Environmental Impact Report is being prepared.

COMMITTEE STATUS:

This item was reviewed at the Engineering and Operations Committee on August 16, 2011.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH ANDRITZ SEPARATIONS, INC. IN THE AMOUNT OF \$12,294,043 FOR PROCUREMENT OF THE DRYING SYSTEM FOR THE MWRP BIOSOLIDS AND ENERGY RECOVERY FACILITIES; APPROVE VARIANCE NO. 8 IN THE AMOUNT OF \$83,600 WITH BLACK & VEATCH; APPROVE VARIANCE NO. 9 IN THE AMOUNT OF \$88,560 WITH BLACK & VEATCH; AND APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$1,307,300 FOR THE MICHELSON WATER RECYCLING PLANT BIOSOLIDS AND ENERGY RECOVERY FACILITY, PROJECT 20847 (1617).

LIST OF EXHIBITS:

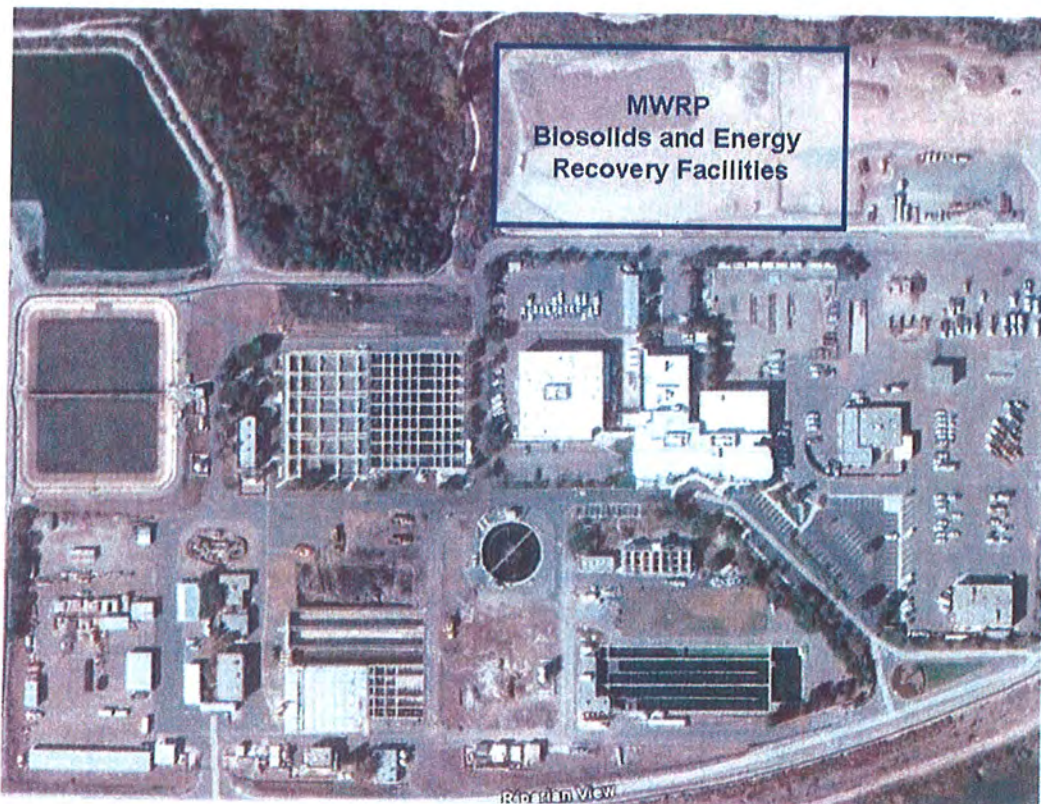
- Exhibit “A” – Procurement Recommendations for MWRP Heat Drying Facilities, March 2011
- Exhibit “B” – Letter of Commitment dated August 10, 2011 from Andritz Separations, Inc. to Supply Heat Dryer System for \$12,294,043
- Exhibit “C” – Variance No. 8
- Exhibit “D” – Variance No. 9
- Exhibit “E” – Expenditure Authorization

Exhibit "A"



IRWD Project No. 20847

Irvine Ranch Water District MWRP Biosolids and Energy Recovery Facilities Procurement Recommendations for MWRP Heat Drying Facilities



B&V Project No. 168980



IRWD Project No. 20847

**Irvine Ranch Water District
MWRP Biosolids and Energy Recovery Facilities**

**Procurement Recommendations for MWRP Heat Drying
Facilities
March 2011**

To: Steve Malloy, IRWD Principle Engineer
Carl Spangenberg, IRWD Project Manager

From: James H. Clark, Black & Veatch Project Manager

Prepared By: Dan Buhmaster, Lead Author, Black & Veatch
Bruce Chow, Contributing Author, Black & Veatch

Reviewed By: Webster Hoener, Lead Reviewer, Black & Veatch
Jim Clark, Reviewer, Black & Veatch



 **BLACK & VEATCH**
Building a world of difference
B&V Project No. 168980





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EXECUTIVE SUMMARY

Purpose

Irvine Ranch Water District (IRWD, District) is proceeding with design and construction of a project to implementing solids handling at Michelson Water Recycling Plant (MWRP). The Biosolids and Energy Recovery Facilities Project (Biosolids Project) will meet goals of cost-effectiveness, environmental stewardship, sustainability, and other economic and non-economic objectives. Project design will include several special studies and investigations. The purpose of this document is to develop the recommendations for the procurement of the heat drying facilities. The heat dryer facilities have unique and special characteristics that warrant the use of specified exceptions in the District's policies on competitive bidding.

Dryer System Sizing

Dryer system sizing was established in parallel with other procurement planning activities, and recommendations were reviewed at several meetings with IRWD. Biosolids quantities for heat drying were based on process calculations prepared as part of Special Study A: Biosolids Process and Technology Validation. The maximum design requirement for the heat dryer was evaluated as either maximum month conditions at anticipated plant flows and loads for 28 million gallons per day (mgd), or the annual average conditions at anticipated plant flows and loads for 33 mgd, with the more conservative approach controlling the design.

The required dryer capacity is sensitive to the solids concentration of the cake solids feeding to the drying facilities. Apart from the biosolids produced onsite from the liquid treatment and digestion processes at the MWRP, IRWD is planning to import cake solids from the Los Alisos Water Recycling Plant (LAWRP) and South Orange County Wastewater Authority (SOCWA) treatment facilities and feeding these solids to the heat drying system. Projected solids concentrations associated with each source of cake were developed. Figure ES-1 shows the required dryer sizing based on a 5-day per week operation, allowing for two days per week of maintenance. Dryer systems are sized in increments of 1,000 kilograms per hour (kg/hour) of evaporative capacity. Therefore, in Figure ES-1, a 5,000 kg/hour dryer process the MWRP cake solids only. However, both SOCWA and LAWRP cake solids will be imported to the MWRP, and a 7,000 kg/hour dryer is recommended.

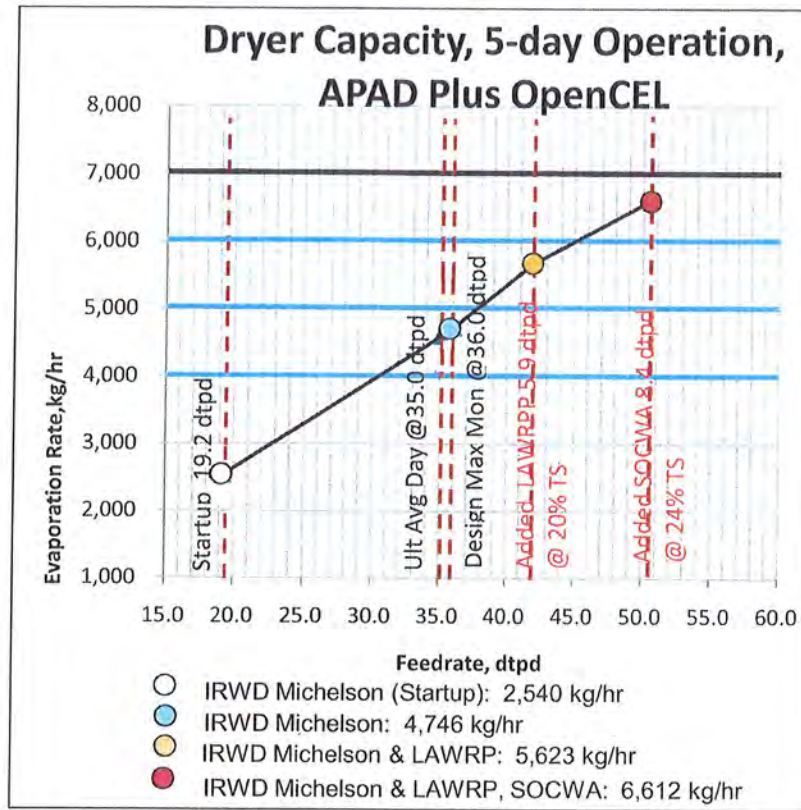


Figure ES-1
Dryer System Sizing

The variable for dryer operation is the time of operation per week, since the dryer will be started up and will process solids stored for the entire week, then shut down for maintenance for the balance of the week. During maintenance downtime, digested solids will build up in the storage tank until dryer operation is resumed. Anticipated dryer run times for both startup and design conditions for several different cake loadings and dryer sizes were developed and are presented in this Study.

Scope

Options for pre-purchase of heat drying were evaluated. Two pre-procurement options were reviewed: pre-negotiation versus a bid/sole source procurement process. Technical issues also were assessed for inclusion into the procurement documents. A manufacturer evaluation was then performed to determine suitable suppliers for this project.



Findings

General Procurement Findings. There are specific design reasons for pre-purchase of the dryer system and this approach is consistent with the PDR. A pre-negotiation approach is favored over competitive bidding, and a lump sum cost bid is preferred over an evaluated bid.

Scope of Supply. Heat drying systems are complete systems with mechanical, thermal, material handling, safety, air emissions, structural, electrical and instrumentation, and control systems, which are customized for particular project requirements. The design of the dryer system must be completed early in the overall facility design in order to design the building, electrical power, utilities, and other support components. Because of this, it is important to define the design information needed from the system supplier and ensure it is supplied in a timely fashion. Similarly, because of the complexity and number of system components, substantial commissioning, performance, and training services will be included to ensure a properly functioning system that can be successfully operated. It is also important to establish drying system limits regarding what is and what is not in the drying system supplier's scope. These scope limits need to be carefully coordinated throughout the procurement documents and general contract documents. Specific interface items between the contractor and manufacturer include installation, process equipment, motor control centers (MCCs), and control system integration.

Assignment of Agreement to General Contractor. With the pre-procurement of the drying system, there will be an agreement between the District and the System Supplier defining the scope, terms, and price. After the award of the contract to the General Contractor, the agreement for purchase of the drying system can be assigned to the General Contractor or the District can continue to purchase the system directly from the supplier and provide the system to the General Contractor for installation. Assignment of the contract is recommended in order to transfer responsibility and risk for coordination, installation, and performance to the General Contractor. Assignment to the General Contractor was also recommended in the PDR.

Technical Issues. Technical issues considered include contract times, liquidated damages, and coordination. Distinct stages in the delivery of the services and equipment will be defined in the procurement documents together with the deliverables associated with them. The milestone dates will be set forth with any corresponding liquidated damages, to assure performance by the vendor.

Manufacturer Evaluation. During preliminary design of the Biosolids Project, a direct-heat, triple-pass rotary drum drying system was selected as the best process to provide final treatment for dewatered solids to produce a pelletized product. Only Andritz and Siemens have produced that type of large dryer in North America and pursued conventional design-bid-build (D/B/B) project delivery opportunities. Their dryer systems come from the same parent technology. However, there are differences between the manufacturers that the Project Team feels will translate into improved system reliability, performance, safety, and project execution with the Andritz heat dryer at an overall lower risk to IRWD. Given the critical need for system support and the unique nature of the project, implementation of direct negotiations with Andritz is warranted and is in conformance with the exception specified in Section 3, subsection d of the District's policy on competitive bidding. The exception to competitive bidding specified in Section 3(d) states, "Contracts wherein competitive bidding could not produce an advantage or



where it is impracticable to comply with the competitive bidding provisions because of the unique, exploratory, or experimental nature of the work." Table ES-1 presents a summary comparison of the Andritz and Siemens heat drying systems.

**Table ES-1
 Comparison of Andritz and Siemens Systems**

Category	Andritz	Siemens
Experience with Facilities in the United States (US)	Andritz installed their first DDS (triple-pass, direct fired) dryer in the US in 1994 and currently have 23 US installations.	Siemens installed their first dryer of this type in the US in 2005 and to date it remains their only US installation.
Track record of product improvements	<ul style="list-style-type: none"> Innovations in regenerative thermal oxidizer (RTO) media to minimize operational issues and increase maintenance efficiencies Ability to provide fiberglass venturi scrubber to address air emission requirements Recommendation of cake pump feed over screw conveyor as most reliable way to verify that both wet and dry material is going to the mixer Use of stainless steel and wear resistant steel for dryer drum as compared to carbon steel, resulting in better abrasion and corrosion control characteristics System design to reuse pellet cooler water for the scrubber/condenser, reducing total system effluent water use by around 15 to 20 percent 	The presentation and conversations with Siemens have indicated that Siemens has not implemented similar improvements in regard to RTO media, air emission control, cake pumping, dryer drum materials of construction, reuse of pellet cooler water, and other innovative improvements.
Safety and Related Issues	Andritz has implemented new safety features to address issues associated with processing combustible material.	Siemens did not provide evidence of specific safety enhancements based on project experience.
Project Execution	Andritz has a strong US presence with seasoned staff who can be available from design through start-up.	Siemens specialists are primarily based in Italy – nine time zones away.
Risk	Andritz appears to offer lower overall risk to IRWD relative to O&M risks (safety hazards, system reliability, and reliable capacity) and business risks (timely startup, rapid market development, and product consistency) due to their greater US installations, lessons learned, and stronger US project execution team.	Siemens has less US experience, demonstrated fewer lessons learned, and their project expertise resides largely in Italy. This will likely introduce more overall risk to IRWD.
Costs	Capital and operating costs appear similar between the manufacturers. If a sole source approach is selected, Andritz has an extensive cost data base based on operational US systems, enabling the District to verify that the negotiated price is competitive with recent, similar facilities.	In projects where Andritz and Siemens were allowed to competitively bid on projects, Andritz has won the bid; therefore, a competitive bid approach appears to offer no capital cost advantage. In past evaluated bids, operating costs have been very close.



Recommendations

Given the critical need for product support from the supplier, the furnishing of the heat dryer is unique work where competitive bidding on the basis of price will not produce an advantage to the District. As a result B&V recommends that this procurement be treated as a procurement within Section 3(d) of the District's policies on competitive bidding and that the District pursue direct negotiations with a supplier to furnish the heat dryer system for the Biosolids Project. Direct negotiation with Andritz is recommended for the following reasons:

- Andritz has 23 municipal biosolids dryer installations in North America. Siemens has only one operating installation in North America.
- Andritz has continually implemented product improvements to their heat dryer systems, applying lessons learned from previous projects. Siemens did not demonstrate similar capabilities during the opportunities given to them by the Project Team.
- Andritz has demonstrated significant safety knowledge and made continual improvements to their product based on past experience. Siemens did not demonstrate similar capabilities during the opportunities given to them by the Project Team.
- Andritz appears to offer greater project execution capabilities in the areas of design, training, startup and commissioning, and product support with North American staff. Siemens has some staff in the US, but their primary process expertise resides in Italy. Andritz operates a functioning dryer facility in North America (Ocean County, New Jersey), and Siemens is not currently operating any dryers in North America. The Project Team has concluded that Andritz will be more responsive and offer more value to IRWD in this area.
- Andritz offers lower overall risk to IRWD in terms of system reliability, performance, safety, and project execution, based on the Project Team's project specific assessment of the two manufacturers.
- Andritz and Siemens heat dryer systems appear to be relatively close in terms of both capital and operating costs, based on past experience. Andritz has a good cost data base from other US installations such that IRWD can assess (benchmark) their price in comparison with similar installations.



1.0 INTRODUCTION

1.1 Overview

This section presents brief background information on the Michelson Water Recycling Plant (MWRP) Biosolids and Energy Recovery Facilities Project (Biosolids Project), followed by a summary description of the special studies and investigations being undertaken as part of Project design, including this Heat Drying Procurement Planning Study (Study). A list of abbreviations and acronyms used in this Study is also provided, as well as a list of references consulted during Study preparation. A Centrifuge Equipment Procurement Planning Study is being developed as a separate document.

1.2 Project Background

The mission of Irvine Ranch Water District (District, IRWD) is to “provide reliable, high quality water and sewer service in an efficient, cost effective manner and environmentally sensitive way that provides a high level of customer satisfaction.” The District is undertaking the Biosolids Project consistent with this mission.

Since 1988, all biosolids residuals from the District’s MWRP have been conveyed to Orange County Sanitation District (OCSD) for processing, reuse, and disposal. A study performed in 2009 and a Preliminary Design Report (PDR) released in September 2010 concluded that implementing solids handling at the MWRP rather than continuing to convey sludge to OCSD would be cost effective and also meet important non-economic objectives such as long-term viability, technology, environmental stewardship, community impacts, implementability, and IRWD autonomy. The District subsequently notified OCSD that it will cease conveying MWRP residuals to the OCSD system by December 2016. In July 2010, IRWD authorized Black & Veatch (B&V) to undertake the current scope of work, which will provide validation of major concepts presented in the PDR and detail design and construction support for the recommended Biosolids Project facilities.

Biosolids processing technologies have significantly advanced in recent years. With the development of the new Biosolids Project, IRWD has the opportunity to provide a state-of-the-art facility through the innovative integration of various technologies to produce high quality end products which can be effectively reused onsite or in the community while minimizing waste and operating costs. This facility will serve as a showcase in California and throughout the water industry.

1.3 Project Methodology

The program presented in the PDR is based on a complex yet sustainable treatment scheme, which provides IRWD the opportunity to increase resources reuse by producing biogas energy and Class A solids. The treatment scheme includes a combination of well documented technologies in combination with lesser used innovative technologies. While each technology has been



implemented full scale, this unique combination of technologies has not been implemented together in one project, thus adding to Project complexity. For this reason, design will include evaluation of potential alternative technologies and biosolids management strategies which could add value to IRWD without compromising the Biosolids Project schedule. Results will be presented in special studies and other reports, reviewed at workshops between IRWD and B&V, and integrated into design. Table 1-1 summarizes the special studies developed as part of the Biosolids Project. The table also lists follow-up studies and other investigations and reports being prepared as part of design.

**Table 1-1
 Summary of Special Studies**

Study/Report	Objective
Special Studies	
A: Biosolids Process and Technology Validation Study	Determine if the processes, facility configuration, and technologies presented in the PDR are the most efficient, sustainable, and cost effective solutions for the Biosolids Project. Include results from visits to operating biosolids processing facilities.
B: Fire Protection	Identify fire protection requirements.
C: Noise	Identify and specify special noise abatement methodologies and equipment for project construction and facilities operations.
D: Roadway	Develop design criteria for required improvements for existing roadways.
G: Food, Oil, and Grease (FOG) and Food Wastes	Estimate the amount of FOG and food wastes that could be sent to the MWRP Biosolids Project.
H: Biosolids Marketing Plan	Update Marketing Plan for Use of Class A pellets and/or Class B cake.
I: Phosphorus Recovery	Conduct sampling and testing program.
Follow-up Studies	
Odor Control Design Criteria	Evaluate odor control alternatives and refine concepts for wet scrubbing system.
Stormwater Criteria	Establish design approach for stormwater.
Digesters	Evaluate potential change from conventional digesters to egg-shaped digesters.
Other	
Procurement Planning	Evaluate equipment procurement requirements for centrifuges and heat drying facilities.
Life Cycle Assessment (LCA) and Carbon Footprint Assessment	Assess Carbon Footprint and other environmental impacts through LCA process.
Design Safety Reviews	Perform safety reviews at Level 1 and Level 2 design.
Hazard and Operability (HAZOP) Study	Evaluate and identify mitigation strategies for potential hazards associated with Project operation.



1.4 Abbreviations and Acronyms

The following acronyms and abbreviations are used in this document.

APAD	acid-phase anaerobic digestion
B&V	Black & Veatch Corporation
Biosolids Project	MWRP Biosolids and Energy Recovery Facilities Project
CBC	California Building Code
D/B/B	design/bid/build
District	Irvine Ranch Water District
EJCDC	Engineers Joint Contract Documents Committee
FOG	fat, oil, and grease
HAZOP	Hazard and Operability Study
HMI	human-machine interface
IRWD	Irvine Ranch Water District
kg/hr	kilograms per hour
LAWRP	Los Alisos Water Recycling Plant
LCA	life cycle assessment
MBR	membrane bioreactor
MCC	Motor Control Center
mgd	million gallons per day
MWRP	Michelson Water Recycling Plant
NFPA	National Fire Protection Association
O&M	operations and maintenance
OCSD	Orange County Sanitation District
P&IDs	process and instrumentation diagrams
PDR	Preliminary Design Report
PLC	programmable logic controller
Project Team	IRWD and B&V
RFP	request for proposal
RTO	regenerative thermal oxidizer
SOCWA	South Orange County Wastewater Authority
Study	<i>Recommendations for MWRP Heat Drying Facilities</i> (this study)
US	United States
VSR	volatile solids reduction
WRPs	water recycling plants

1.5 References

MWRP Biosolids and Energy Recovery Facilities – Preliminary Design Report, HDR Engineering, Inc., in association with Carollo, September 2010.



2.0 PROCUREMENT EVALUATION

2.1 Overview

This section discusses drying system technology and sizing, presents general procurement considerations, and describes the recommended scope of supply associated with heat drying facilities. Procurement agreement options are then discussed, followed by a brief review of technical issues.

2.2 Triple-Pass Drum Dryer Technology

During the preliminary design process, triple-pass, direct-fired, drum dryers were selected as the best technology for processing dewatered sludge. Only Andritz and Siemens have produced that type of large dryer in North America and pursued conventional design-bid-build (D/B/B) project delivery opportunities. Their dryer systems come from the same parent technology but there are some differences in the individual components and in their detailed layout. A system schematic is given in Figure 2-1 that shows the major components of the system. The dryer systems provided by both Andritz and Siemens contain each of these components.

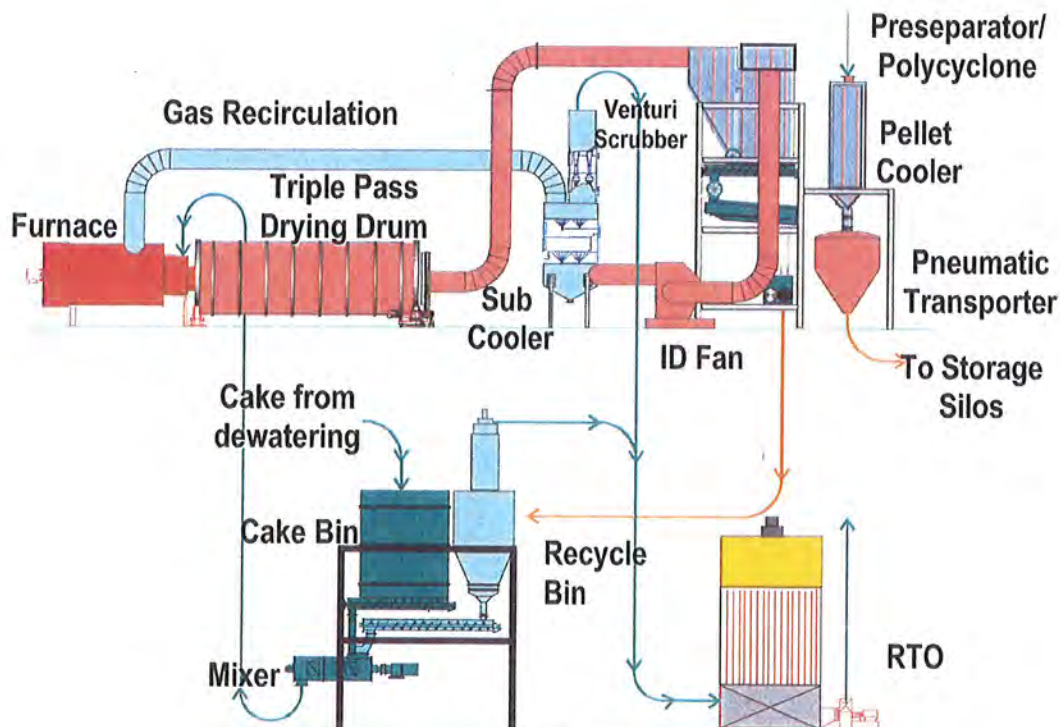


Figure 2-1
General Heat Dryer Schematic



2.3 Drying System Sizing

This section summarizes the findings and recommendations relative to the dryer system sizing prepared by Black & Veatch. Final dryer sizing recommendations were reached and confirmed at a Board presentation held on January 24, 2011.

The biosolids quantities for heat drying were based on process calculations prepared by Ken Abraham and captured in an Excel spreadsheet dated October 26, 2010. This spreadsheet and calculations were reviewed with IRWD and will be documented in Special Study A: Biosolids Process and Technology Validation, currently in development. These calculations establish a range of expected biosolids to the heat dryer, from a low-end projection (maximum volatile solids reduction [VSR]) associated with the “APAD plus OpenCEL Optimistic” scenario to the high-end projection (minimum VSR) associated with the “APAD Only” scenario. The design case used for sizing the heat dryer is in between these values and is associated with the “APAD plus OpenCEL Realistic” process scenario. Startup conditions were taken directly from the PDR. The maximum design requirement for the heat dryer was evaluated as either maximum month conditions at anticipated plant flows and loads for 28 million gallons per day (mgd), or the annual average conditions at anticipated plant flows and loads for 33 mgd, with the more conservative approach controlling the design.

The required dryer capacity is sensitive to the solids concentration of the cake solids feeding to the drying facilities. Apart from the biosolids produced onsite from the liquid treatment and digestion processes at the MWRP, IRWD is also considering importing cake solids from the Los Alisos Water Recycling Plant (LAWRP) and South Orange County Wastewater Authority (SOCWA) treatment facilities and feeding these solids to the heat drying system. It should be noted that cake solids should be subjected to screening (for example using a Strainpress) prior to dewatering to remove trash and heavy fibers which can disrupt pellet formation in the dryer. The assumed biosolids quantities and solids contents associated with each source of cake are shown in Table 2-1.

**Table 2-1
 Projected Biosolids Quantities to Dryer**

Biosolids Source	Startup (dry tons/day)		Ultimate (dry tons/day)		Solids Content
	Dry Tons per Day	Wet Tons per Day	Dry Tons per Day	Wet Tons per Day	
MWRP ⁽¹⁾	34	155	50	227	22% ⁽²⁾
LAWRP	5.9	30	5.9	30	20% ⁽³⁾
SOCWA	8.4	35	8.4	35	24% ⁽⁴⁾

Notes:
 1. Equivalent 5-day biosolids production at average day conditions.
 2. Mid-point of range from similar water recycling plants (WRPs)
 3. From LAWRP testing data for the HDR recommended screw press units. IRWD is evaluating further and it is possible that centrifuge dewatering will be considered. This could change the solids content planning value shown in this table.
 4. From SOCWA based on their recent data.



Figure 2-2 shows the required dryer sizing based on a 5-day per week operation, allowing for two days per week of maintenance. Dryer systems are sized in increments of 1,000 kilograms per hour (kg/hr) of evaporative capacity. Therefore, from Figure 2-2, a 5,000 kg/hr dryer is sufficient for the MWRP cake solids only. However, both SOCWA and LAWRP cake solids will be imported to the MWRP, and therefore a 7,000 kg/hr dryer is recommended.

Once the dryer size is selected, the variable for dryer operation is the time of operation per week, since the dryer will be started up and will process solids stored for the entire week, then shut down for maintenance for the balance of the week. Table 2-2 shows the anticipated dryer run times for both startup and design conditions for several different cake loadings and dryer sizes. This utilization, in terms of days of operation per week, is shown in Figure 2-2 at projected startup and ultimate plant capacities for average day solids production using a 7,000 kg/hr unit. During maintenance downtime, digested solids will build up in the storage tank until dryer operation is resumed.

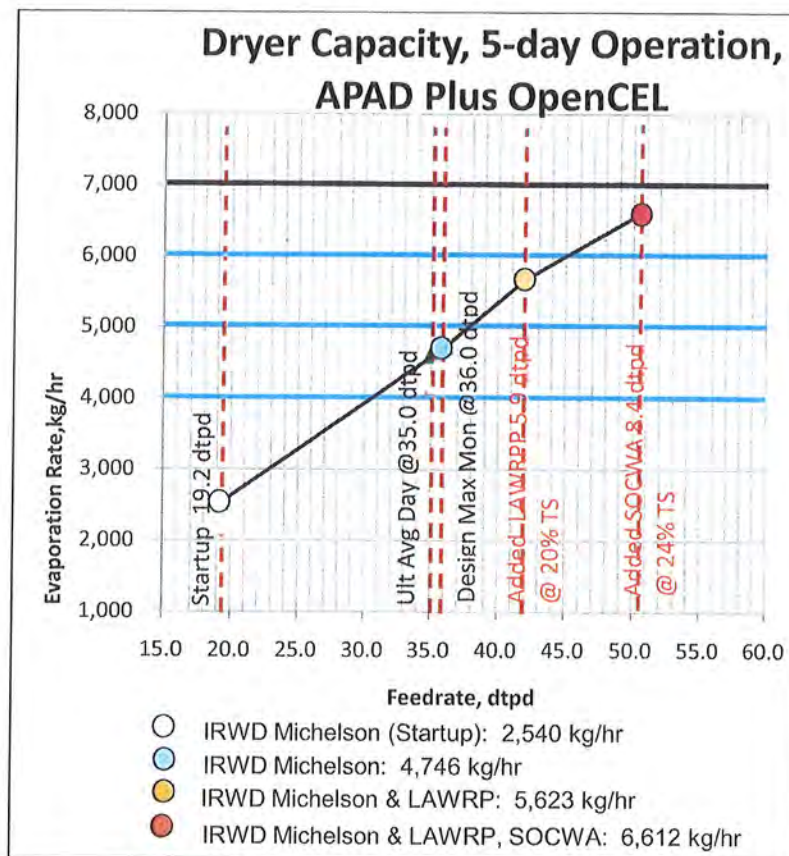


Figure 2-2
 Dryer System Sizing



Table 2-2
Anticipated Dryer Run Times for Three Possible Dryer Sizes

Condition	Evaporation (5-Day Basis)	5,000 kg/hr Weekly Operation	6,000 kg/hr Weekly Operation	7,000 kg/hr Weekly Operation
Michelson at Startup Flow (23.6 mgd)	2,540 kg/hr	2.5 days	--	--
Michelson at Startup + LAWRP	3,417 kg/hr	--	2.9 days	--
Michelson at Startup + LAWRP + SOCWA	4,406 kg/hr	--	--	3.1 days
Michelson at Design Flow (28 mgd)	4,746 kg/hr	4.8 days	--	--
Michelson at Design Flow + LAWRP	5,623 kg/hr	--	4.7 days	--
Michelson at Design Flow + LAWRP + SOCWA	6,612 kg/hr	--	--	4.7 days

For Michelson @ 22% solids, LAWRP @ 20% solids, and SOCWA @ 24% solids.

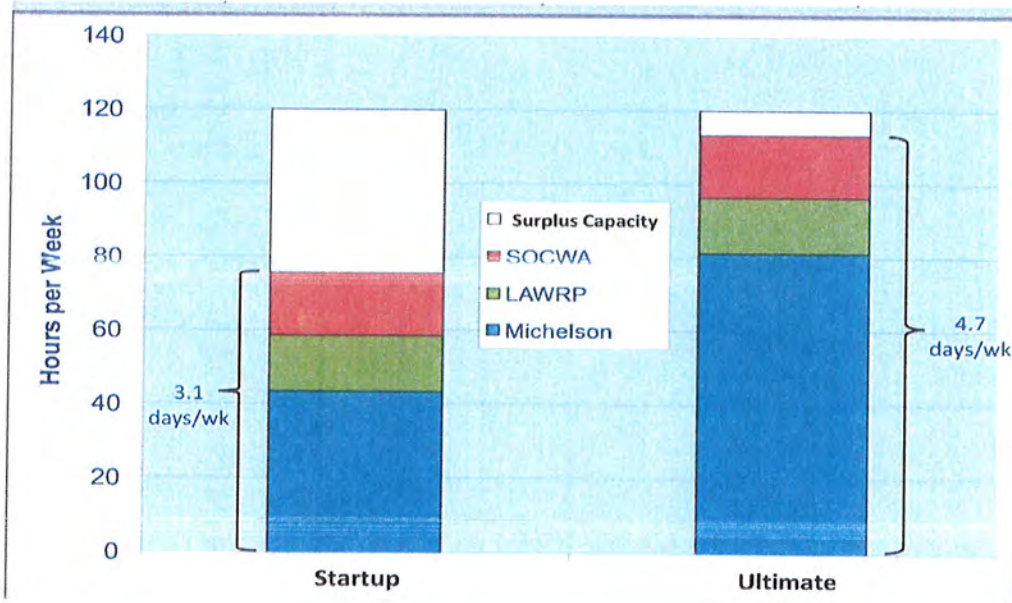


Figure 2-3
Dryer Utilization at 7,000 kg/hr Capacity (Maximum 5 Days/Week Operation)



2.4 General Procurement Considerations

During preliminary design of the Biosolids Project, a direct-heat, triple-pass rotary drum drying system was selected as the preferred technology to provide final treatment for dewatered solids. B&V and IRWD reviewed this recommendation in a joint workshop and both concurred with this approach. Currently, two suppliers of this type of dryer, Andritz and Siemens, can provide a complete system as part of a traditional design/bid/build process (D/B/B). NEFCO is an operator/supplier of this type of equipment, but they have not participated in projects that did not include an operational component. General procurement considerations described below include need for pre-purchase, minimum qualifications of suppliers, pre-negotiation versus bid process, and cost versus evaluated bid.

2.4.1 Need for Pre-purchase

Complete thermal drying systems consist of over 20 major equipment items and require the coordination of mechanical, thermal, material handling, safety, air emissions, structural, electrical and instrumentation, and control systems. Because of the specialized nature of the thermal drying market, the number of dryer manufacturers that can provide a complete drying system is limited. The available drying systems may have different building and utility requirements, because each system has a unique layout with different detailed operating, maintenance, space, structural, and electrical requirements for the individual system components. Because of the different system layout and component requirements, it is difficult to procure drying equipment with a conventional D/B/B procurement method, under which one set of plans and specifications is developed which provide the general contractor the option of supplying different drying systems. As a result, pre-purchasing the drying system allows for the particular system layout and component requirements to be established so that a final design of a properly sized building, with adequate structural, access, electrical power, water, gas, and drainage facilities to each of the system components, can be accomplished. This approach was recommended in the PDR, and the Project Team (IRWD and B&V) concurs with this recommendation.

2.4.2 Pre-negotiation versus Bid Process

Two options for pre-purchase of the drying system are a pre-negotiation and a bid process. Pre-negotiation would consist of negotiating a scope and price with a preselected vendor without bid. This process would be typical where unique technologies or experience result in bidders who are not equivalent and where project specific criteria warrant a sole source approach. A bid process would consist of a defined scope for which multiple bidders would competitively bid. This process would be typical where multiple qualified bidders have relatively equivalent experience and equally meet project specific criteria. The District's policies on competitive bidding provide for the use of this type of bidding unless one of several exceptions apply. The exception contained in Section 3(d) of the District's policies identifies circumstances "wherein competitive bidding could not produce an advantage or where it is impracticable to comply with the competitive bidding provisions because of the unique, exploratory, or experimental nature of the work." Several factors lead to the conclusion that the biosolids dryer procurement is the type of work contemplated in exception



3(d): safety, training, application innovations and improvements, and relatively limited uses to date of this technology at this scale, all resulting in a unique need for extensive product support and committed availability of the support team. This need is a significant consideration in addition to price advantage resulting from competitive bidding. In addition, as described below in more detail, it is concluded that there are means of assuring appropriate pricing in a negotiation for this procurement. Therefore it is concluded that the unique nature of this procurement will not produce an advantage to the District in competitive bidding.

On a basic level, the Andritz and Siemens drying systems evolved from the same parent technology so both should have the ability to meet minimum performance and regulatory requirements. In addition, both vendors have significant financial resources, so that the qualifications are similar for these categories.

The major difference in qualifications between the potential suppliers is that Andritz has significantly more experience supplying and operating rotary drum drying systems, particularly in the US, and this provides advantages to the District. Over the last two decades, Andritz has supplied 23 drying systems in the US, while Siemens has supplied one. Based on their presentation and information provided, Andritz has demonstrated that they have used their experience to make continual improvements to the drying system, resulting in enhanced reliability and safety. In addition, the substantial proven experience that Andritz has in designing, procuring, commissioning, and providing startup assistance in the US greatly reduces the risk to the District that there will be problems in providing these services. Because of the advantages that Andritz' substantial project installations and operating experience can provide, it is recommended that the District negotiate with Andritz to determine if acceptable scope, terms, and cost can be established. Further details regarding the evaluation of Andritz' and Siemens' qualifications and the recommendation to pre-negotiate with Andritz are presented in Section 3.

2.4.3 Cost Bid versus Evaluated Bid

If a competitive bidding approach is adopted by IRWD, a decision is needed regarding whether to pursue a cost bid only, or an evaluated bid that awards the contract on the basis of life-cycle costs. A cost bid is based on award to the low bid (capital cost) of a qualified bidder conforming to the project requirements. An evaluated bid still has the requirement that the bidder needs to be qualified and conform to the project requirements, but award is based on evaluating a set of capital and operating costs, combining these into an LCA for selection. It is also possible to factor non-economic criteria into the selection process.

Since heat drying system operating costs for fuel and electricity are substantial, an evaluated bid that includes these items appears to have advantages. However, B&V experience has been that past supplier guarantees for fuel and electricity use have been almost identical. This would be expected for dryer systems that came from the same parent technology. With present worth factors, differences in supplier guarantees can have a large impact on the technology evaluation, but may be difficult to enforce due to out-of-specification material during testing, or simply a decision that the cost of enforcement may not be justified. As a result, if an evaluated bid is used



for this technology, it appears that a supplier's decision on how much risk they will take in setting their guarantees, which are usually significantly above actual performance, could have a large impact on the evaluation, without having an impact on actual operating costs. For these reasons, a cost bid approach is recommended.

2.5 Scope of Supply

Heat drying systems are complete systems with mechanical, thermal, material handling, safety, air emissions, structural, electrical and instrumentation, and control systems, which are customized for particular project requirements. The design of the system must be completed in order to design the balance of the facility including building, electrical power, utilities, and other support components. Because of this, it is important to define the design information needed from the system supplier and ensure it is supplied in a timely fashion. Similarly, because of the complexity and number of system components, substantial commissioning, performance, and training services should be included to ensure a properly functioning system that can be successfully operated. Factors to be considered are discussed below.

2.5.1 Design Submittals

Design submittals are needed to allow for design of the balance of plant improvements and to provide sufficient information to define the scope of the installation contractor's effort to install the drying system. Design submittals include:

- ▼ Process and Instrumentation Diagrams (P&IDs)
- ▼ Mechanical equipment/civil drawings
- ▼ Structural drawings (including static/dynamic loads)
- ▼ Electrical drawings (including power distribution, power plans, schematics, and one-line diagrams)
- ▼ Control block diagrams
- ▼ Electrical load information
- ▼ Utility requirements including quantity and quality of water supplies, drainage requirements, and natural and digester gas quantities
- ▼ Regulatory information, including safety information (for National Fire Protection Association [NFPA] 69 submittal) and air emission data.

2.5.2 HAZOP

A hazard and operability analysis is needed to enhance safety and conform to safety regulations (NFPA 654) and should be performed with the supplier's participation, as the designer of the



system. A HAZOP study consists of a systematic review of components to identify failure modes and mitigation strategies. Because of the systematic nature of the review, safety hazards can be identified, which were previously overlooked. The review is also a time for the District to acquire additional detailed information on the operation and issues associated with the new system. The procurement documents will specify that the dryer manufacturer also participate in this activity to bring their safety expertise to the Project Team.

2.5.3 Equipment

The system supplier will provide all the equipment components, including mechanical, thermal, material handling, and air pollution equipment, safety, electrical, instrumentation and control systems, in order to provide a complete operating system for which the supplier can assume complete responsibility.

2.5.4 Installation and Commissioning

Installation services include shipping coordination, conduit location, installation of certain mechanical components, such as insulation, and supervision and certification of the Installing Contractors installation of the drying system. Commissioning services include functional testing of components, electrical and grounding tests, and integrated systems testing, to ensure the entire system is ready for operation.

2.5.5 Performance and Reliability Testing

Testing includes system reliability testing over a specified duration and performance testing to demonstrate that important system performance requirements, such as capacity, fuel usage, and product quality are met.

2.5.6 Training and Operational Assistance

Extensive training is required for O&M areas. Typically one to two weeks is provided for O&M personnel for all shifts. Operational assistance, including having an experienced operations supervisor from the manufacturer on site for 2-3 months, will prove helpful as the District's personnel initiate the task of operating the system and all of its components.

2.5.7 Drying System Limits

Limits need to be established regarding what is and is not in the drying system supplier's scope. Limits can include but are not limited to:



- ▼ Installation – Drying system suppliers specialize in the design, equipment supply, and commissioning of the drying systems. They do not have personnel for the installation of the systems and will have to subcontract this work if included in the scope. Typically, installation of the dryer equipment is included in the General (Installation) Contractor’s scope, since they will already be providing personnel and subcontractors for installation of mechanical, structural, and electrical systems. Included in the Installation Contractor’s scope will be piping and electrical conduit and wiring between equipment components, since these are commodity type items that the General Contractor will already be providing for the Biosolids Project. The system supplier will supervise installation by the General Contractor.
- ▼ Process Equipment – The first component of the drying train typically included with the system is the wet material (cake) bins, and the operation of these is integrated into the operation and control of the overall system. The last component of the drying train is typically the product storage silos and load-out equipment, as the control and instrumentation for this equipment is integrated with the overall drying system for operational and safety reasons. At the MWRP, it is also recommended that the product storage silo support framing and cake storage silo, with its support framing, all be included in the drying system supplier’s scope, since the silos and support framing will be in the same area, and providing one integrated support system can best be accomplished through one supplier.
- ▼ Motor Control Centers (MCCs) – Drying system suppliers recommend that MCCs be included in their scope of supply for the following reasons:
 - This approach provides sole responsibility for the complete drying system to the supplier.
 - When the drying system supplier provides the MCCs, they can assemble the complete control system, including MCC, human-machine interfaces (HMIs), and programmable logic controllers (PLCs) and perform factory testing before shipping the equipment to the site.
 - With the MCCs in their scope of supply, they are able to accommodate variations resulting from equipment changes on their own, without requiring the District to issue a change order to the Installation Contractor. It is B&V’s understanding that the District desires to have uniform MCC equipment from the same manufacturer. One option to accomplish this would be to require the drying system supplier to provide MCCs by the manufacturer that is selected by the Installation Contractor for the balance of plant work. The supplier will not release equipment for fabrication until after the general contract is awarded, so this would not impact the schedule of the dryer supplier.



- ▼ **Control System Integration.** Drying system suppliers recommend that their control system be separate from the balance of the plant control system. Typically, the drying system control system would be provided with the same hardware and software components as the balance of plant control system, to facilitate exchange of information between the systems, as well as providing plant standardization. However, the suppliers view keeping the control system configured as developed a necessary requirement to ensure that the automatic safety features integral to their programming operate as needed. Given the potential additional liability that the District may acquire for safety malfunctions if the control systems are integrated, it is recommended that the control systems remain separate. The drying system control information would be monitored throughout the rest of the plant, with all the screens available for viewing.

2.6 Assignment of Agreement to General Contractor

With the pre-procurement of the drying system, there will be an agreement between the District and the System Supplier defining the scope, terms, and price. After the award of the contract to the General Contractor, the agreement for purchase of the drying system can be assigned to the General Contractor, or the District can continue to purchase the system directly from the supplier and provide the system to the General Contractor for installation. When the contract is assigned, there is a single point of responsibility, the General Contractor, for a complete, functioning facility that meets contract requirements. Another advantage is the District and Engineer do not have to get involved in delivery coordination of equipment between the Supplier and General Contractor and verification of the equipment condition at the time of delivery. It should be noted the General Contractor will add costs for managing the increase in their scope/risk with this approach. Assignment of the contract is recommended in order to transfer responsibility and risk for coordination, installation, and performance to the General Contractor. Assignment to the General Contractor was also recommended in the PDR.

With assignment of the agreement, coordination of the terms and conditions between the procurement agreement and the general construction contract has a heightened importance to minimize any inconsistencies. B&V recommends use of the standard Engineer's Joint Contract Documents Committee (EJCDC) front-end documents for the procurement of the heat dryer, and use of the District's standard front-end documents for the general construction contract. The same approach was used for the Phase 2 Expansion project to procure membrane equipment.

2.7 Technical Issues

Technical issues considered include contract times, liquidated damages, and coordination issues.

2.7.1 Contract Times

Distinct stages in the delivery of the services and equipment will require definition of these periods and the deliverables associated with them, as well as assigning milestone dates with associated damages to assure performance. Completion of Design Submittals is required before completion



of the detailed design for the balance of plant can be done. It is important that the Design Submittals be provided on schedule so that the overall balance of plant design can be done on schedule. As a result, providing the Design Submittals has been assigned milestone dates, with associated liquidated damages if any milestone date is not met.

There is an advantage to the District to having separate notices to proceed for both the Design Submittals and Delivery of the Goods (equipment). With a separate notice to proceed for Delivery of Goods, the District will not be liable for equipment costs if the overall project were to be modified, delayed, or cancelled. Providing a contract period for Delivery of Goods establishes the window during which the equipment will be provided so that the General Contractor can determine their overall construction schedule. Liquidated damages are associated with the milestone dates associated with this, since the District will be damaged if any of these dates are not met.

2.7.2 Liquidated Damages

Liquidated damages have been established for Contract Times, as outlined above. Penalties/damages will be established for the case where performance guarantees for dryer capacity or fuel efficiency have not been met. Penalties/damages for fuel efficiency will be based on the present worth cost impact to the District of the differential between what was guaranteed and what was demonstrated during performance testing. System Suppliers often will not bid projects that do not limit potential damages to the total contract price. Given the substantial cost for the drying system, which allows for a concurrently large limit to the potential damages, B&V believes that that is an acceptable provision to ensure bidder participation.



3.0 MANUFACTURER EVALUATION

3.1 Evaluation Procedure

In order to evaluate the two manufacturers that were identified as potential vendors for this project, assess procurement alternatives, and identify the preferred procurement approach, the Project Team implemented the following project specific evaluation procedure. Both manufacturers were given the opportunity to demonstrate their experience, technical knowledge, operational capabilities, and other qualifications and capabilities throughout this process.

- B&V conducted a preliminary design workshop with IRWD to review different dryer types, identify potential manufacturers, review operational and safety issues, and discuss relevant dryer design criteria. Rotary drum dryers were recommended in the PDR, and the Project Team confirmed that this type of dryer was preferred for this project. Andritz and Siemens were identified as the only two manufacturers that should be considered for this project.
- B&V conducted a second workshop with IRWD to discuss procurement alternatives, scope of supply, and specification requirements.
- IRWD requested that Black & Veatch be the focal point for communications with the two manufacturers. B&V contacted the potential rotary drum manufacturers (Andritz and Siemens) to request the following information: (1) proposed layout drawings for the initial dryer size under consideration (4,000 kg/hour), (2) preliminary P&IDs for the proposed dryer system, (3) a dryer installation list, and (4) preliminary cost proposal. B&V identified an installation for each manufacturer that the Project Team could visit to view on of their installations.
- The Project Team visited the Siemens dryer installation in Corona, California. This is the only Siemens installation in the US.
- The Project Team initially visited the Andritz dryer installation at Encina Wastewater Authority, California. At a later date, the Project Team visited the Andritz dryer at the Sacramento Heat Dryer Facility.
- B&V conducted a third workshop with IRWD to review heat dryer design criteria that will be relevant for the project.
- B&V invited both manufacturers to make a presentation to the Project Team and to respond to specific questions from the team. Both manufacturers made presentations and responded to questions.
- B&V invited both manufacturers to review preliminary procurement specifications prepared by B&V for this project. Comments were received from both manufacturers.
- B&V drafted a preliminary study on heat dryer procurement and made recommendations for consideration by IRWD. The Project Team reached a consensus on the preferred procurement approach and on which manufacturers should be listed for bidding for this project. The recommendations in this procurement study were based on project specific requirements and the results of the manufacturer information presented and delivered to the Project Team throughout the evaluation process described above.



3.2 Evaluation Criteria

In evaluating the potential dryer manufacturers for this project, the Project Team used a number of evaluation criteria, including the following:

- Experience - Evaluation of US project experience.
- Product Improvements - Comparison of lessons learned from each manufacturer – the Project Team looked for evidence of continual product improvements from lessons learned at each opportunity, through manufacturer information provided, site visits, presentations, responses to questions.
- Safety - Safety knowledge and capabilities, including evidence of continual improvement in this critical area.
- US Execution Team – US project execution staff experience and capabilities for design, training, startup and commissioning assistance, product support, and spare parts availability.
- Risk - Assessment of overall risk to IRWD.
- Cost - Cost differences.

3.2.1 Experience with Facilities in the United States

Figure 3-2 shows the timing and unit capacity of US installations for Andritz and Siemens.

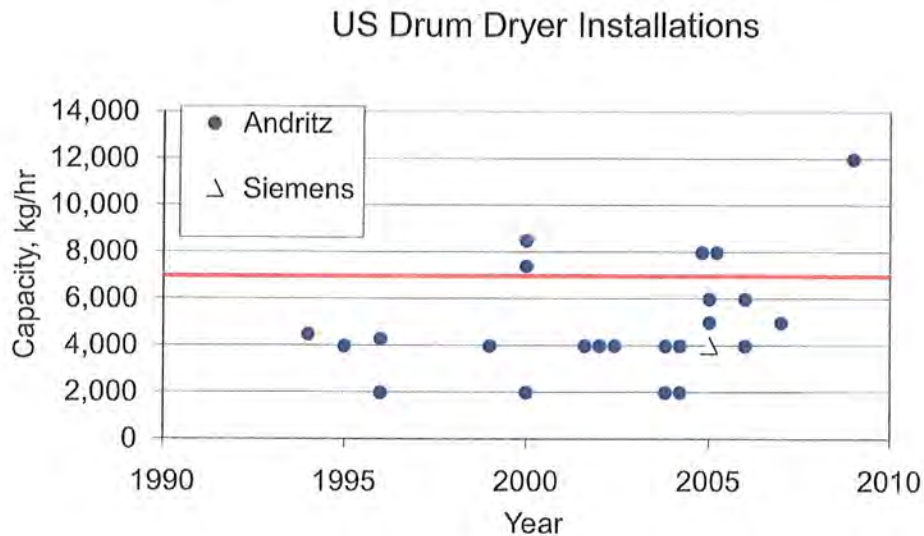


Figure 3-2
US Drum Dryer Installations

Andritz. This figure demonstrates that, in the US, Andritz has a long and consistent track record of supplying sludge dryers, including units that are as large, or larger than the capacity required for



the Biosolids Project. Their first US dryer system was installed in 1994. In total, 23 Andritz DDS (triple-pass, direct fired) dryers have been installed in the US. The largest Andritz US installation has a capacity of 12,000 kg/hr, compared to the 7,000 kg/hr capacity required for this Project.

In addition, Andritz is the contract operator for a sludge dryer in Ocean County, New Jersey. This allows Andritz to have an ongoing operating facility for trying or proving design and operational improvements. It is also used for training of client operating staff. Andritz's project and operational experience has provided a track record of product improvements, as described in more detail in Section 3.3.2.

Siemens. Siemens has installed only one triple-pass direct fire in the US. The US installation has a capacity of 4,000 kg/hr, compared to the 7,000 kg/hr capacity required for this project. In their presentation, Siemens also was not as definitive in demonstrating their process experience and expertise and their proposed Project Manger was only able to participate by telephone.

3.3.2 Proven Track Record of Product Improvements

Extensive project experience generally translates to "lessons learned," which can be applied to future projects. The Project Team has endeavored to identify these lessons learned and compare between the manufacturers. Table 3-1 compares Andritz and Siemens for their ability to make product improvements in several different categories, to improve system reliability and performance.



Table 3-1
Comparison of Product Improvements for Andritz and Siemens

Category	Andritz	Siemens
Regenerative Thermal Oxidizer (RTO) Media	For new installations Andritz will provide corrugated structured (egg-crate) type media, which has been demonstrated to double the length of time between maintenance periods at several installations. Maintenance to address plugging of RTO media has been identified at many installations as the most problematic area of dryer operation.	At the Siemens presentation, when asked about media types, Siemens displayed no knowledge of the corrugated type media.
Venturi Scrubber	For new installations in areas with strict air emission regulations, Andritz will provide a fiberglass venturi scrubber in order to allow for an ammonia removal chemical (acid) feed system, if operating data demonstrates it is needed.	Siemens proposal ,system description, and presentation provide no indication of a similar approach or identification of the issue.
Cake Pumping	Andritz recommends cake pump feed to the mixer as the most reliable way to verify wet material is being sent to the mixer, along with dry material. If only dry material goes to the mixer, this can create a hazardous condition of dry material being heated to combustible conditions. Pressure monitoring of the cake pump discharge is a good indication that the pump is conveying wet material. It is more difficult to verify that wet material is continuously being discharged from a screw conveyor, due to the potential for plugging at the conveyor discharge.	At the Siemens presentation, when asked about whether they preferred a cake or screw conveyor feed to the mixer, they stated they had no preference and that there would be no issues with either approach.
Dryer Drum Materials of Construction	Andritz current design is to provide Type 309 stainless steel for the inner drum, XAR400 wear resistant steel for the middle and outer drum, except the last section of the middle and outer drum, which is Type 2205 stainless steel, for the area where material impingement creates very abrasive and corrosive conditions. XAR400 and Type 2205 have substantially better abrasion and corrosion characteristics in comparison with carbon steel.	Siemens standard design reflected in their proposal is Type 309 stainless steel for the inner drum and carbon steel for the middle and outer drum.
Reuse of Pellet Cooler Water	Andritz' system design reuses the water used in the pellet cooler to provide water for the scrubber/condenser. This reduces total system effluent water use by around 15 to 20%.	Descriptions and process flow diagrams of Siemens' system do not reflect a reuse of pellet cooling water.
Spark Detection	Andritz has added a spark detector at the discharge of the pre-separator. If combusting material is detected a reversing screw conveys the material to a water deluge system.	Siemens proposal and system description do not indicate that a similar system is part of their design.
Reduced Flow Startup System	For re-startup conditions, when material has been in the drying system for a short period, Andritz has developed a stepped restart scheme that initiates the process at reduced flows to prevent the suspension of combustible dust before an inert atmosphere is established.	Siemens description of safety standards does not indicate a comparable system.



3.3.3 Safety

Safety is a key issue for sludge drying, as drying includes processing combustible material with unique fire and explosion hazards, including spontaneous heating and the potential for combustible dust.

Andritz. Andritz has gained significant experience with their US dryer installations and they have implemented new safety features based on this experience in subsequent installations. Some of that the safety improvements that they identified include:

- ▼ Isolation upstream of the recycle bin to prevent the propagation of explosions.
- ▼ An RTO purge system designed to purge the combustion area of combustible fuels during startup and upset conditions.
- ▼ The use of cake pumps in lieu of conveyors to feed the mixer. As discussed above, cake pumps can be used to detect a loss of sludge feed to the dryer, which could lead to an explosion due to overheating of combustible material.

Siemens. In contrast with Andritz, Siemens has not demonstrated comparable understanding of safety issues to the Project Team during the presentation and with their information and responses submitted. The lack of recent US installations may limit their ability to translate lessons learned elsewhere to this Project.

- ▼ Siemens responses to safety questions during their presentation were generic, and they did not offer specific examples of safety improvements to the Project Team.
- ▼ The Project Team has some uncertainty regarding HAZOP workshop participation by Siemens, since optimal benefits are derived from previous US project experience and associated lessons learned.

3.3.4 US Project Execution Team

Both firms have demonstrated a qualified project team, but Andritz has a much stronger presence in the US.

Andritz. Andritz has identified a team of five professionals based in Arlington, Texas, each with over 10 years experience in designing, furnishing, and commissioning Andritz DDS dryers in the US. This same project team is expected to be involved from design through startup. In addition, Andritz can use the sludge dryer that operates in Ocean County, New Jersey to train IRWD staff on an operating dryer before the dryer installed as part of this project is even started up. Service support after construction would be provided from Arlington, Texas.

Siemens. Siemens has identified a project team consisting of four individuals in Italy – nine time zones away – and one Project Manager near Boston, Massachusetts. The proposed project manager has over 30 years of experience in heat drying systems, and is well qualified. However,



he has only returned to employment with Siemens a few years ago and only was able to participate in their presentation by telephone. There does not appear to be significant depth for this position in the U.S. The four professionals based in Italy have an average of 14 years of experience with sludge drying. Service support after installation would be provided from Holland, Michigan.

When questioned during Siemens' presentation about the staffing plan for supplier startup personnel, the presenter indicated that one possibility was to determine whether any of the local personnel who were previously contracted to help with the startup for Corona were still in the area and available. The impression that this left on the Project Team was that there was not a firm plan in place for guaranteeing that well qualified personnel would be used to aid the District during startup.

Based on the review of materials from the suppliers and the presentations given, it appeared to the project team that Andritz' additional experience had led to a supplier project team that has greater technical knowledge of the system and greater resources. This appears to be reflected in the materials received:

- Drawings – Site specific layout drawings were requested of both suppliers. Andritz provided site specific drawings that included 3 plan drawings at different elevations and 7 section views. Andritz' drawings also included 14 P&ID drawings. Siemens initially provided a generic layout of one page that covered all available model sizes. After a follow up request to provide site specific drawings, Siemens supplied 1 plan drawing and 2 section views.
- Technical Equipment Information – Andritz provided 24 pages covering technical specifications for drying system equipment. Siemens provided 3 pages of information.
- Specification Review - Both suppliers were provided with the project specifications for comment. Andritz provided 106 review comments to the specifications in comparison to the 17 that were provided by Siemens.

The project team interpreted the disparity in information and responses provided as reflective of the US technical knowledge base, resources, and effort that the respective teams provided.

3.3.5 Risk Assessment

There are inherent O&M risks associated with the any heat dryer system, including fires, explosions, excessive O&M costs, safe pellet storage, and system reliability to maintain production capacity. There are also business risks for this project in terms of timely start-up and commissioning, rapid market development, and pellet quality and consistency. It is difficult for the Project Team to quantify these risks. However, the Project Team developed a project-specific assessment of these risks for each manufacturer during the systematic evaluation process. In the opinion of the Project Team, the overall advantages for Andritz in terms of project experience, lessons learned, and execution team capabilities will likely translate into an overall lower risk profile for IRWD.



3.3.6 Costs

Andritz and Siemens submitted competitive bids for the Almeda Sims Sludge Processing Facility, a sludge dryer project located in Houston, Texas. In that case, Andritz bid the lowest capital cost, and the contract was awarded to them. The capacity of that dryer was 8,000 kg/hr. On several other projects, Siemens has been included in the specifications as a competitive bidder to Andritz, but they have not elected to submit a bid. There is no evidence that a Siemens heat drying system would produce an advantage by offering a capital cost savings to IRWD under a competitive bidding scenario.

Andritz has four installations with models ranging in capacity from 5,000 to 6,000 kg/hr installed on or after 2005 that would provide meaningful comparative costs for negotiating a price for the biosolids project. In addition, they can provide actual prices for a total of eight installations installed since 2005 ranging in capacity from 4,000 to 12,000 kg/hr. The proposed capacity for this Project is 7,000 kg/hr. With this cost data, the District can verify that the negotiated price is reasonable compared with other, similar facilities. However, competitive bidding would likely yield the lowest capital cost for the dryer system.

In terms of operating costs, B&V believes that there are not significant differences in operating costs between the two manufacturers. In evaluated bidding between these manufacturers on other projects, very little operating cost differences were observed.



4.0 CONCLUSIONS AND RECOMMENDATIONS

Given the critical need for product support from the supplier, the furnishing of the heat dryer is unique work where competitive bidding on the basis of price will not produce an advantage to the District. As a result B&V recommends that this procurement be treated as a procurement within Section 3(d) of the District's policies on competitive bidding and that the District pursue direct negotiations with a supplier to furnish the heat dryer system for the Biosolids Project. Direct negotiation with Andritz is recommended for the following reasons:

- Andritz has 23 municipal biosolids dryer installations in North America. Siemens has only one operating installation in North America.
- Andritz has continually implemented product improvements to their heat dryer systems, applying lessons learned from previous projects. Siemens did not demonstrate similar capabilities during the opportunities given to them by the Project Team.
- Andritz has demonstrated significant safety knowledge and made continual improvements to their product based on past experience. Siemens did not demonstrate similar capabilities during the opportunities given to them by the Project Team.
- Andritz appears to offer greater project execution capabilities in the areas of design, training, startup and commissioning, and product support with North American staff. Siemens has some staff in the US, but their primary process expertise resides in Italy. Andritz operates a functioning dryer facility in North America (Ocean County, New Jersey), and Siemens is not currently operating any dryers in North America. The Project Team has concluded that Andritz will be more responsive and offer more value to IRWD in this area.
- Andritz offers lower overall risk to IRWD in terms of system reliability, performance, safety, and project execution, based on the Project Team's project specific assessment of the two manufacturers.
- Andritz and Siemens heat dryer systems appear to be relatively close in terms of both capital and operating costs, based on past experience. Andritz has a good cost data base from other US installations such that IRWD can assess (benchmark) their price in comparison with similar installations.

Exhibit "B"

ANDRITZ
Environment & Process

August 10, 2011

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618-3102

ATTENTION: Mr. Carl Spangenberg

SUBJECT: Irvine Ranch Water District (IRWD) Michelson Water Recycling Plant
Andritz Proposal DS-875531 Biosolids Dryer rev.1
Letter of Commitment

Dear Carl:

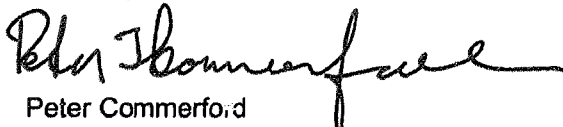
Further to our bid of March 24, 2011 and subsequent correspondence and negotiations, we confirm our firm proposal price including sales taxes per our letter of June 29, 2011 and valid through August 31, 2011:

Base Bid (DDS-60)	\$ 11,865,023
Add Alternate 1	\$ 407,270
Add Alternate 2	\$ 14,400
Add Alternate 3	\$ 7,350
Total Proposal Price	\$ 12,294,043

The above is extended based on our agreed upon negotiated terms and conditions documented over the past weeks.

WE look forward to working with you on this project

Sincerely,



Peter Commerford
Vice President, Dryer Systems

ANDRITZ SEPARATION INC.
1010 Commercial Blvd. S.
Arlington, Texas 76001
Tel. (817) 465-5611
Fax (817) 468-3961
environ.us@andritz.com

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: MWRP Biosolids and Energy Recovery Facilities

Project No.: 20847 (1617) Project Manager: Carl Spangenberg

Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	OpenCEL, Egg-Shaped Digesters, P Recovery, Risk Mgmt, HAZOP, Upsize Dryer System to 6,000 kg/hr.	01-13-11	01-31-11	\$783,000
2	Solids Receiving Facility and Upsizing Dryer to 7,000 kg/hr.	01-13-11	01-31-11	\$458,000
3	Additional geotechnical field investigation services and additional geotechnical seismic analysis and recommendations.	03-07-11	03-07-11	\$20,360
4	Prepare and Conduct Presentation to the Board Technology Ad Hoc Committee	03-30-11	04-04-11	\$27,500
5	Conduct Additional 2-Day HAZOP	04-22-11	04-26-11	\$29,800
6	Prepare a Biogas Utilization Validation Study	04-26-11	05-26-11	\$87,500
7	Prepare a Foundation Design Alternatives Study	05-18-11	06-21-11	\$57,610
8	Modify Heat Dryer Size to 6,000 kg/hour and Revise Schedule	08-09-11		\$83,600

VARIANCE 8 ATTACHMENT

Modify Heat Dryer Size to 6,000 kg/hour

Variance Task	Description
Project Design Management	Coordinate changes with all design disciplines and IRWD staff.
Modify Pump, Piping, and Conveyor Design	Modify the centrifuge feed pumps, centrifuge feed piping, and cake conveyors to accommodate the change in dryer size. Update all hydraulic calculations.
Modify the Structural Design	Change the structural design model to account for the changes in centrifuges, pumps, and conveyors to accommodate the equipment revisions. Revise the building dynamic model for the revised centrifuge equipment.
Modify the Electrical and I&C Design	Revise the electrical and I&C design to accommodate the change in equipment sizes and locations. Revise the electrical feed wiring/conduits and starter sizes. Revise the technical specifications.
Update the Centrifuge & Dryer Procurement & Bid Documents	Revise the electrical design to accommodate the change in equipment sizes and locations. There is no change to the I&C design.
Perform Additional QA/QC Design Reviews	Perform additional quality assurance and quality control work on the design modifications.
Perform Additional Administration and Management Tasks due to Project Delay	Perform additional administration and management tasks and hold additional meetings due to a design delay in the project of 60 calendar days (2 months). The project delay is due to prolonged negotiations with SOCWA, and the final dryer size change to 6,000 kg/hour.

Engineering & Management Cost Impact

	Project Director/VP	Project Manager 3	Engineer 7	Engineer 5	Engineer 3	Technician 3 & Clerical	Manhours	Expenses	Total \$
Hourly Rate	\$300	\$220	\$200	\$165	\$125	\$85			
Variance 8									
Project Design Management	4	12	8			16	40	\$100	\$7,060
Modify Pumps, Piping, & Conveyors		8	12	16	24	24	84		\$12,080
Modify Structural Design			12	24	12	8	56		\$8,620
Modify Electrical and I&C Design			8	16	12	8	44		\$6,500
Update Procurement Documents		8	12	24		12	56	\$220	\$9,480
Perform Additional QA/QC Reviews		4	16			16	36		\$5,600
Additional Admin. & Management	20	52	44	24		40	180	\$260	\$34,260
Total - Variance 8	24	84	112	104	48	124	496	\$580	\$83,600

Schedule Impact

Task Description	Current Schedule	New Schedule
DS3 Design Complete	11/25/2011	1/24/2012
Final Design Complete	1/25/2012	3/25/2012

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER

Project Title: <u>MWRP Biosolids and Energy Recovery Facilities</u>				
Project No.: <u>20847 (1617)</u> Project Manager: <u>Carl Spangenberg</u>				
Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	OpenCEL, Egg-Shaped Digesters, P Recovery, Risk Mgmt, HAZOP, Upsize Dryer System to 6,000 kg/hr.	01-13-11	01-31-11	\$783,000
2	Solids Receiving Facility and Upsizing Dryer to 7,000 kg/hr.	01-13-11	01-31-11	\$458,000
3	Additional geotechnical field investigation services and additional geotechnical seismic analysis and recommendations.	03-07-11	03-07-11	\$20,360
4	Prepare and Conduct Presentation to the Board Technology Ad Hoc Committee	03-30-11	04-04-11	\$27,500
5	Conduct Additional 2-Day HAZOP	04-22-11	04-26-11	\$29,800
6	Prepare a Biogas Utilization Validation Study	04-26-11	05-26-11	\$87,500
7	Prepare a Foundation Design Alternatives Study	05-18-11	06-21-11	\$57,610
8	Modify Heat Dryer Size to 6,000 kg/hour and Revise Schedule	08-09-11	Pending	\$83,600
9	Modify Digester Foundation, Conduct Test Pile Program, & Revise Schedule	08-10-11		\$88,560

VARIANCE 9 ATTACHMENT

Modify the Digester Structural Design & Conduct Test Pile Program

Variance Task	Description
Project Management	Management, administration, and coordination between contractor, sub-consultants, and IRWD.
Complete Geotechnical Report & Modify Design Drawings	Revise the draft geotechnical report to include all recommendations associated with the preferred foundation alternative identified in the <i>Foundation Design Alternatives Evaluation</i> . Revise the structural drawings to include a mass pile foundation (the preferred alternative). Prepare a pile driving specification (no additional cost for this specification).
Finalize Pile Layout & Identify Test Piles	Complete the pile layout for the major structures. IRWD, B&V, and NMG will review the layout to identify the selected locations for driving test piles. Consideration will be given to current field conditions, such as Filanc's use of the biosolids site as a staging area, and future construction activities for the biosolids facilities.
Preliminary Analyses & Field Observations	Conduct preliminary analyses, field locate the piles, and perform field observations. Coordinate field work and pile driving with existing construction operations by Filanc.
Data Analysis & Report Preparation	Summarize field data, analyze the results of the test pile driving program, and prepare a test pile report that adjusts the pile design based on test results. Submit a draft report for review by IRWD for comments. Based on review comments, prepare a final report.
Perform Additional Administration and Management Tasks due to Project Delays	Perform additional administration and management tasks and hold additional meetings due to a design delay in the project of 61 days (2 months). The project delay is due to prolonged negotiations with Andritz for the dryer equipment and additional design tasks associated with the selected foundation design for a mass pile foundation.
Review Findings with IRWD	Conduct a review meeting with IRWD to present the results of the test pile program.

Engineering & Management Cost Impact

	Project Director/VP	Project Manager 3	Engineer 7	Engineer 6	Engineer 3	Technician 3	Manhours	Sub-Consultants	Total \$
Hourly Rate	\$300	\$220	\$200	\$176	\$125	\$95			
Variance 9									
Project Management	4	8					12	\$1,000	\$3,960
Modify Geotechnical Report & Drawings			4	16	32	32	84	\$2,000	\$12,640
Define Pile Layout & Test Locations		2	2	4			8	\$2,250	\$3,780
Preliminary Analyses & Field Work		2		4			6	\$15,550	\$16,690
Data Analysis & Report		4	4	4			12	\$10,630	\$13,010
Additional Admin. & Management	20	62	44	24		40	180	\$1,000	\$35,240
Review Findings with IRWD	2	4	2	2			10	\$1,000	\$3,230
Total - Variance 9	26	72	56	54	32	72	312	\$33,430	\$68,560

Schedule Impact

Task Description	Current Schedule	New Schedule
DS3 Design Complete	1/24/2012	4/13/2012
Final Design Complete	3/26/2012	5/26/2012

IRVINE RANCH WATER DISTRICT EXHIBIT "E"

Expenditure Authorization

Project Name: MWRP BIOSOLIDS HANDLING & ENERGY RECOVERY FACILITY

Project No: 20847 EA No: 4

ID Split: Sewer Tributary to MWRP (11/08)

Project Manager: MALLOY, STEVEN

Project Engineer: SPANGENBERG, CARL

Request Date: August 9, 2011

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
211	10.8	CAPITAL FUND
212	4.6	BONDS YET TO BE SOLD**
213	.3	BONDS YET TO BE SOLD**
221	21.6	BONDS YET TO BE SOLD**
230	14.2	BONDS YET TO BE SOLD**
250	33.5	BONDS YET TO BE SOLD**
253	1.2	BONDS YET TO BE SOLD**
261	8.8	BONDS YET TO BE SOLD**
282	2.4	BONDS YET TO BE SOLD**
284	2.6	BONDS YET TO BE SOLD**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$17,414,400
This Request:	\$1,307,300
Total EA Requests:	\$18,721,700
Previously Approved Budget:	\$163,869,000
Budget Adjustment Requested this EA:	\$0
Updated Budget:	\$163,869,000
Budget Remaining After This EA	\$145,147,300

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING OUTSIDE	0	0	0	0	0	0	11/10	12/13
ENGINEERING DESIGN - IRWD	0	600,000	600,000	0	600,000	600,000	7/10	6/12
ENGINEERING DESIGN - OUTSIDE	0	8,420,000	8,420,000	0	8,420,000	8,420,000	7/10	6/12
DESIGN STAFF FIELD SUPPORT	0	87,000	87,000	0	87,000	87,000	7/10	6/12
ENGINEERING - CA&I IRWD	0	50,000	50,000	0	3,000,000	3,000,000	7/12	7/15
ENGINEERING - CA&I OUTSIDE	0	5,955,000	5,955,000	0	6,630,000	6,630,000	7/12	7/15
CONSTRUCTION FIELD SUPPORT	0	10,000	10,000	0	98,700	98,700	7/12	7/15
CONSTRUCTION	1,230,000	1,133,000	2,363,000	0	136,800,000	136,800,000	7/12	7/15
LEGAL	15,000	0	15,000	0	100,000	100,000	7/10	7/15
WATER QUALITY	0	30,000	30,000	0	30,000	30,000	7/10	7/15
ENGINEERING ENVIRONMENTAL-OUTS	0	300,000	300,000	0	300,000	300,000	7/10	9/11
Contingency - 5.00% Subtotal	\$62,300	\$829,400	\$891,700	\$0	\$7,803,300	\$7,803,300		
Subtotal (Direct Costs)	\$1,307,300	\$17,414,400	\$18,721,700	\$0	\$163,869,000	\$163,869,000		
Estimated G/A - 180.00% of direct labor*	\$0	\$1,398,600	\$1,398,600	\$0	\$6,868,300	\$6,868,300		
Total	\$1,307,300	\$18,813,000	\$20,120,300	\$0	\$170,737,300	\$170,737,300		
Direct Labor	\$0	\$777,000	\$777,000	\$0	\$3,815,700	\$3,815,700		

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

EA Originator:

Carl Spangenberg SLM

8/9/11

Department Director:

Robin A. Bunker

8/10/11

Finance:

Board/General Manager:

** IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$174,153,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

August 22, 2011

Prepared by: K. McLaughlin *KM*
Submitted by: B. Beeman *B. Beeman*
Approved by: Paul Cook *PC*

ACTION CALENDAR

GOVERNMENT TRANSPARENCY AND ACCOUNTABILITY POLICY PRINCIPLES

SUMMARY:

This report provides an update on state legislation related to government transparency and accountability. Staff recommends that the Board adopt the proposed IRWD Transparency and Accountability Policy Principles, which is attached as Exhibit "A".

BACKGROUND:

Approximately 30 local government transparency and reform bills were introduced in response to the 2010 City of Bell scandals. A matrix of local government reform-related bills is attached as Exhibit "B." Topics include compensation disclosure, auditing, meeting notices and transparency, conflicts of interest, and public contracts, among others. Approximately half of the local government reform bills introduced continue to move forward this year, and new and re-introduced proposals on these topics are expected in 2012. Staff continues to work closely with the California Special Districts Association, California Municipal Utilities Association, the Association of California Water Agencies and other industry associations to respond to these measures and provide information to the Legislature about how these proposals would impact the delivery of services and costs to their constituents, particularly how these proposals would impact IRWD.

Staff has developed draft Government Transparency and Accountability Policy Principles to provide a basis for IRWD outreach on these issues through the remainder of the current legislative session and in the coming years. Staff recommends that the Board adopt the attached Government Transparency and Accountability Policy Principles.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS

This item was reviewed and approved at the Water Resources Policy and Communications Committee on August 15, 2011.

RECOMMENDATION:

THAT THE BOARD ADOPT THE PROPOSED GOVERNMENT TRANSPARENCY AND ACCOUNTABILITY POLICY PRINCIPLES.

LIST OF EXHIBITS:

Exhibit "A" – Proposed Irvine Ranch Water District Government Transparency and Reform Guidelines, August 2011

Exhibit "B" – 2011 Local Government Matrix

EXHIBIT "A"

Proposed Irvine Ranch Water District Policy Principles on Government Transparency and Accountability August 2011

Current efforts are underway by the California State Legislature, state agencies, industry associations, and local governments to improve government transparency and accountability. The recent revelations of fiscal abuse and breach of public trust in several Southern California cities has led to increased interest in and awareness of issues including public agency compensation and benefits, contracting, and meetings, among other things.

In 2010, the California State Controller began collecting compensation information from all cities, counties, special districts and school districts in California. This information was collected in four phases and posted to the Controller's website. Information collected included job titles, salary ranges, actual salary and benefits including pensions, health/dental and vision, and deferred compensation. While there may be opportunities to improve the Controller's program, it provides a solid framework for public compensation transparency in California.

The Irvine Ranch Water District is dedicated to transparent government and providing our customers' with straightforward and timely access to important information. IRWD's ongoing transparency practices reflect this commitment including:

- A wide array of easy to access information posted to the IRWD website including:
 - General information about IRWD including scope of services, history, projects and programs, organization, etc.
 - Compensation information on the IRWD website including on Board and employee compensation, Board actions related to compensation and benefits, salary schedules, and a links to the information the California State Controller has collected from IRWD.
 - District finances including the annual IRWD Comprehensive Annual Financial Report detailing the IRWD operating and capital budgets.
 - Board and Committee meeting agendas and minutes on the District website and providing electronic notification of upcoming meetings to customers and stakeholders who sign up to receive them.
 - A large variety of other pertinent documents and information.
- Providing compensation information to the Controller's office in a timely manner.
- Encouraging public participation by holding publicly-noticed, bi-monthly evening public board meetings.
- In addition to access through the website, making documents and information available to the public through requests to the District.
- Providing education and outreach programs to the community including information about IRWD operations, organization, budget/finances, services and programs.
- Participating in a variety of community events and organizations including education, environmental, business/professional, non-profit and local government entities.
- Providing access to customer service and public relations staff during business hours and ways to contact staff in case of emergency during non-business hours.

The following policy principles have been developed to guide the District in advocacy efforts related to government transparency and accountability reform efforts.

General Transparency and Accountability:

New statewide government transparency and accountability laws and requirements should:

1. Apply equally to all levels of government including cities, counties, special districts, state agencies and the state legislature.
2. Be simple and avoid redundancies. Complex and duplicative public transparency laws can lead to confusion, misinformation, and funnel valuable public resources toward complex reporting procedures rather than toward providing valuable public services.
3. Maintain local control and authority to the greatest extent possible to allow local governments to adjust to the unique needs of their residents.
4. Protect and build upon existing laws that protect the public interest such as the Brown Act and the Public Records Act.
5. Be predictable and stable so government entities can comply with accurate and timely information.

Compensation Transparency:

1. A single state agency should be responsible for developing and collecting compensation reporting requirements to avoid duplicative and confusing information. The California Controller's Office should remain the lead agency for collecting and posting compensation information on-line in a centralized location.
2. Reporting requirements should include consistent and comparable data to provide for an "apples to apples" comparison to the greatest extent possible.
3. To the greatest extent practicable, local and state governments should post the same information submitted to the Controller's office to their own websites. The compensation information should be posted with information about each individual agency's services provided, service area, budget and other relevant issues to put the compensation information in context.
4. Reimbursable expenses should not be included as part of compensation. While expenses, like all government expenditures, are public money and subject to public disclosure, they are not a part of an individual's compensation, but rather a part of the cost of doing business. Reporting expenses as part of compensation information is misleading and does not effectively communicate the importance of these expenditures to the public. Reporting of an agency's expense reimbursement policies is a more accurate way to capture and communicate how these funds are used.
5. Information should be collected and reported in such a way that protects public employee privacy to the greatest extent possible under the law.

6. To ensure accurate, uniform and timely information, responsibility for collecting and reporting compensation information should lie with the government entity not with the individual.

Public Auditing and Contracting

1. New public auditing requirements should be consistent with and not duplicative of existing state and federal auditing standards and encourage timely reporting and disclosure to further transparency and accountability.
2. New state laws and requirements should not limit local governments' ability to negotiate complex public works construction contracts including liability, payment retentions and other provisions to protect public funding and investment.

EXHIBIT "B"

IRWD 2011 LEGISLATIVE MATRIX – LOCAL GOVERNMENT
Updated July 18, 2011

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
<u>AB 23</u> Smyth (R)	Local Agency Meetings: Compensation Disclosure		Amends the Ralph M. Brown Act which requires each legislative body of a local agency to provide the time and place for holding regular meetings. Authorizes a convened legislative body whose membership constitutes a quorum of any other legislative body to convene a meeting of the subsequent legislative body, simultaneously or in serial order, only if a clerk or member announces the amount of compensation or stipend, if any, each member will receive as a result of convening simultaneous or serial meetings.	07/12/2011 - *****To GOVERNOR.	
<u>AB 46</u> Perez J (D)	Local Government: Cities		Provides that a city with a specified population would be discontinued into that city's respective county unless a county board of supervisors determines, by majority vote, that continuing such a city within that county's boundaries would serve a public purpose, and it is impracticable for residents to organize in another form of local governance. Requires the local agency formation commission within the county to oversee the terms and conditions of the discontinuation of the city.	06/28/2011 - In SENATE. Read second time and amended. To third reading.	
<u>AB 89</u> Hill (D)	Retirement: Public Employees		Specifies that, for the purposes of determining a retirement benefit paid to a person who first becomes a member of a public retirement system, to the extent that the benefits payable under the system are subject to the compensation limits prescribed by a specified provision on the Internal Revenue Code, the maximum salary, compensation, or pay rate taken into account under the plan for any year shall not exceed federal law requirements. Relates to the County of San Mateo retirement plan.	06/27/2011 - From SEN Com on PUBLIC EMPL AND RET: Do pass to Committee on APPR	
<u>AB 148</u> Smyth (R)	Local Government: Ethics Training: Disclosure	Watch	Defines the term ethics laws, for purposes of training for officers and employees of a local government, to include compensation setting guidelines as established by specified organizations. Requires the local agency to post the ethics training records of all elected members on the local agency's Internet Web site, if any, and to submit a copy of the records to the Controller. Requires a local agency that has adopted a written attendance compensation policy to post the policy on the local agency's Web site.	05/27/2011 - In ASSEMBLY Committee on APPROPRIATE ONS: Held in committee.	2_Year_Bill CSDA - Supportive
<u>AB 162</u> Smyth (R)	Local Government: Financial Reports		Requires that, if an audit of a local agency reveals certain financial irregularities, the findings be sent separately to the Controller immediately after the audit has been concluded. Requires the Controller to prepare and transmit a report on those findings, and the Controller's recommendations, to the Asm Com on Local Government and the Senate Comon LGov.	02/18/2011 - To ASSEMBLY Committee on LOCAL GOVERNMENT	2_Year_Bill

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Updated July 18, 2011

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
<u>AB 187</u> Lara (D)	State Auditor: Audits: Local Government Agency Program		Authorizes the State Auditor, subject to specified conditions, to establish a high-risk local government agency audit program to identify, audit, and issue reports on any local government agency, including any city, county, or special district, or any publicly created entity that the State Auditor identifies as being at high risk for the potential of waste, fraud, abuse, or mismanagement or that has major challenges associated with its economy, efficiency, or effectiveness. Requires the State Auditor to appoint an enforcement program monitor to the Commission on Teacher Credentialing to monitor and evaluate the Division of Professional Practices within the Commission. Specifies the purpose of the monitoring would be to improve the quality and consistency, reduce timeframes and backlogs, and establish comprehensive written procedures related to the review of reported cases of misconduct, effectively track cases, and foster a professional workplace environment.	07/11/2011 - In SENATE Committee on APPROPRIATIONS: To Suspend File.	
<u>AB 229</u> Lara (D)	Auditor: Teacher Credentialing: Program Monitor		Limits the action for recovery of compensation paid to services for the construction or improvement of residential property. Authorizes a person who utilizes the services of a contractor for the construction or improvement of property other than specified residential property to bring an action in any court of competent jurisdiction in this state to recover all compensation paid to the contractor for performance of any act or contract during the time the contractor was not properly licensed.	07/11/2011 - Read second time and amended. Referred to Committee on EDUCATION.	2_Year_Bill
<u>AB 249</u> Berryhill B (R)	Contractors	Watch	Limits the action for recovery of compensation paid to services for the construction or improvement of residential property. Authorizes a person who utilizes the services of a contractor for the construction or improvement of property other than specified residential property to bring an action in any court of competent jurisdiction in this state to recover all compensation paid to the contractor for performance of any act or contract during the time the contractor was not properly licensed.	04/04/2011 - Referred to Committee on BUSINESS, PROFESSIONS & CONSUMER PROTECTION.	2_Year_Bill
<u>AB 253</u> Smyth (R)	Local Agencies: Accounting		Requires the Controller to prescribe uniform accounting procedures that are applicable only to specified types of special districts. Requires the Controller to prescribe uniform accounting procedures for cities in collaboration with the Committee on City Accounting Procedures which would be created by this bill. Makes various conforming changes.	06/27/2011 - Referred to Committee on GOVERNANCE AND FINANCE.	
<u>AB 276</u> Alejo (D)	Local Government: Financial Reports		Includes within the definition of local agency any joint powers agency that issues conduit revenue bonds. Requires these joint powers agencies to furnish the Controller with required financial reports. Raises the amount of forfeiture for a local agency that fails or refuses to provide those reports. Requires the Controller to perform and audit if the local agency fails to provide reports for three consecutive years. Repeals a requirement for reporting school district data to the Controller.	06/08/2011 - To SENATE Committee on GOVERNANCE AND FINANCE.	2_Year_Bill
<u>AB 309</u>	Public Officers:		Relates to appointed or ex officio office holders on the governing bodies of	06/27/2011 - In	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
Cook (R)	Removal from Office		any local agency. Provides that an appointed or ex officio office becomes vacant where the appointed or ex officio individual has been debarred, suspended, disqualified, or otherwise excluded from participating in federal covered transactions.	SENATE. From Special Consent Calendar. To Inactive File.	
<u>AB 340</u> Furutani (D)	County Employees' Retirement		Relates to county employee retirement. Prohibits the use of a variety of payments and compensation and payments for unused leave time earned or payable in a specified period for the purpose of enhancing a member's retirement benefit. Requires the retirement board to establish a procedure to determine which elements were paid for retirement purposes, and to notify the member and employer. Relates to local compensation reports, penalties for not timely enrolling eligible members, and reinstatement procedures.	07/11/2011 - SENATE. *****To ASSEMBLY for concurrence.	
<u>AB 344</u> Furutani (D)	Public Employees' Retirement		Deletes the authorization for the Public Employees' Retirement Board to adopt regulations permitting exemptions to the average increase in final compensation for members, including school members, who are not in a group or class. Repeals an existing law that provides that a person may serve without reinstatement under an appointment that exceeds a specified number of hours in any fiscal year, if the governing body of the contracting agency requests approval from the Board.	06/27/2011 - In SENATE Committee on APPROPRIATIONS.	
<u>AB 392</u> Alejo (D)	Ralph M. Brown Act: Posting Agendas		Requires the legislative body of a local agency, at least 72 hours before a regular meeting of that body, to post the agenda and staff generated reports that relate to an agenda item for the open session of that regular meeting. Requires the legislative body to post the agenda and the writings on its internet web site or in a public location if the body has not web site.	05/27/2011 - In ASM Com on APPROPRIATIONS: Held in committee.	2_Year_Bill Sponsor: Realtors CSDA: Oppose
<u>AB 457</u> Wagner (R)	Public Works Contracts: Relief for Bidders		Entitles a bidder who successfully challenges the award of a public works contract determined to be invalid due to errors or omissions of the public entity to recover costs and attorney's fees incurred in pursuing the challenge. Allows attorney's fees and costs to be awarded to the public entity under specified circumstances.	05/03/2011 - In ASM Committee on BUS, PROF & CONS PROT: Not heard.	2_Year_Bill
<u>AB 506</u> Wickowski (D)	Local Government: Bankruptcy: Neutral Evaluation	Oppose	Expresses the intent of the Legislature to enact legislation that would provide an alternative dispute resolution procedures that cities, counties, and special districts may use before they seek financial relief through the provisions of Chapter 9 of the federal Bankruptcy Code.	07/12/2011 - In SENATE. Referred to Common RULES.	
<u>AB 527</u> Hernandez	Public Officials: Financial Interests		Amends existing law that prohibits specified public employees from being financially interested in any contract made by them in their official capacity	07/06/2011 - In SENATE Come	2_Year_Bill

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
R (D)			and defines remote interest related thereto. Requires that the remote interest be disclosed at a public meeting of that body or board. Provides the conditions that members of the Legislature, state, county, and city officers or employees shall be deemed to be financially interested in a contract. Limits the liability of any person under specified provisions.	on GOV ORG: Failed passage.	
AB 582 Pan (D)	Open Meetings: Local Agencies		Requires that proposed compensation increases of more than a certain percentage for specified employees under the Ralph M. Brown Act be publicly noticed.	05/27/2011 – Held in ASM Com APPR:	2_Year_Bill
AB 738 Hagman (R)	Public Employees' Retirement: Elected Officials		Prohibits a person who is publicly elected to an office of any kind on and after January 1, 2012, from becoming a member of a retirement system by virtue of that service or acquiring any retirement right or benefit for serving in that elective office. Applies these prohibitions to a person who is appointed to fill the term of a person so elected.	05/04/2011 - In ASM Committee on PUB EMPL, RET AND SS: Not heard.	2_Year_Bill
AB 782 Brownley (D)	Public Employee Benefits: Audits		Requires the Board of Administration of PERS to notify the subject of an audit, before initiating the audit, of the estimated time required to complete the audit. Specifies factors upon which the estimate would be based. Authorizes the board to assess a reasonable charge upon the employer to recover additional costs incurred for the excess time to complete the audit if an audit requires an excess of the time estimated. Exempts the contracting agency from assessments for reasonable delays.	07/12/2011 - *****To GOVERNOR.	
AB 785 Mendoza (D)	Political Reform: Public Officers: Financial Interest		Provides that a public official who is an elected or appointed member of a state or local government agency has a financial interest in a decision of that agency if an immediately family member of the official has a financial interest in the decision. Ascribes a financial interest to an immediate family member. Defines immediate family member to mean a public official's spouse or domestic partner, child, parent, sibling, or the spouse or domestic partners of a child, parent, or sibling.	04/25/2011 - Re- referred to Committee on ELECTIONS AND REDISTRICIN G.	2_Year_Bill
AB 834 Hernandez R (D)	Local Government Contracts		Requires the legislative body of a city, county, or district to review any contract with a private party with a specified total value, that contains an automatic renewal clause on or before the annual date by which the contract may be rescinded.	06/03/2011 - In ASSEMBLY. Reconsideration granted.	2_Year_Bill
AB 870 Grove (R)	Public Employees' Retirement: Hybrid Plan		Requires the Board of Administration of the Public Employees' Retirement System to create a hybrid retirement plan for public employees who become members on or after a specified date, that offers a defined contribution plan	03/31/2011 - To Re-referred to Com on PUBLIC	2_Year_Bill

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
AB 873 Furutani (D)	Postgovernment Employment Restrictions		and defined benefit plan for retirement for service and a defined benefit plan for retirement for disability or death. Prohibits the creation of vest property right for members with respect to any employer contributions before retirement. Prohibits members of the Board of Administration of the Public Employees' Retirement System (PERS) and the Teachers' Retirement Board (STRS), and specified officers and employees of PERS and STRS from engaging in certain employment activities, including representing another person to influence specified actions and from aiding, advising, consulting with, or assisting, a business entity in negotiations or obtaining a contract, for specified time periods after leaving the entities.	EMPLOYEES, RETIREMENT AND SOCIAL SECURITY. 06/27/2011 – In Senate Committee on APPROPRIATE ONS.	
AB 875 Donnelly (R)	Public Employees' Retirement		Relates to the Public Employees' Retirement Law. Provides that for persons first hired on and after a specified date, for the purpose of determining any pension or benefit with respect to a public entity defined benefit retirement system, it is prohibited to include credit for accrued leave of any form or credit for overtime work in the calculation of final compensation, as specified. Provides a revision of the Public Employees Retirement Law.	05/04/2011 - In ASM PUB EMPL, RET AND SS: Reconsideration granted.	2_Year_Bill
AB 1028 Pub Emp, Rtrmt & Soc Sec Cmt	State Employees' Retirement			06/27/2011 – In Sen Comon APPR.	
AB 1132 Smyth (R)	Public Employees' Retirement		Makes a technical, nonsubstantive change to existing law providing a comprehensive set of rights and benefits based upon age, service credit, and final compensation to members of the Public Employees' Retirement System. Authorizes a retired person to serve without reinstatement from retirement or loss or interruption of benefits provided by the Public Employees' Retirement System as a member of any board, commission, or advisory committee.	02/18/2011 - INTRODUCED.	2_Year_Bill
AB 1151 Feuer (D)	Public Retirement Systems: Investments: Iran		Amends the State Public Divest from Iran Act which prohibits the Public Employees' Retirement System and the State Teachers' Retirement System from investing in a company with operations in Iran. Prohibits the boards from investing in a company that has a financial investment in parts of the energy sector of Iran. Requires annual reviews and public posting.	07/12/2011 - In SEN. Read second time and amended. Re- referred to	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
AB 1184 Gatto (D)	Public Employees' Retirement Benefits		Eliminates the exception for investments in certain companies providing humanitarian relief and promoting health, education, and religion. Requires the Board of Administration of PERS to develop guidelines and implement program changes to ensure that a contracting agency creates a significant increase in actuarial liability due to increased compensation bears the associated liability. Requires the system actuary to assess an increase in liability and make adjustments to the employer's rates. Applies the requirements to any significant increase in actuarial liability due to increased compensation paid to a nonrepresented employee.	Committee on APPR 07/01/2011 - In SENATE. Read second time and amended. Referred to Committee on APPR	
AB 1212 Mansoor (R)	County Employees' Retirement		Authorizes the South Coast Air Quality Management District to adopt and provide retirement benefits for its employees, including unrepresented employees, hired on, or after, the date specified in any resolution, contract, or contract amendment. Prohibits those benefits unless they are adopted by the district's governing board pursuant to a memorandum of understanding.	06/02/2011 - In ASSEMBLY. From third reading. To Inactive File.	2_Year_Bill
AB 1247 Fletcher (R)	Public Retirement Systems: Reporting		Amends the Public Employees' Retirement Law. Relates to the reporting of calculations of the contribution rates for specified state employees and state employers. Requires the Board of Administration of PERS to submit that report annually. Limits the scope of the report to state employee retirement plans. Revises the adjustments of the investment return assumptions and discount rates utilized by the board any time it calculates the contribution rates. Deletes a specified reporting requirement.	06/27/2011 - In SENATE Committee on APPROPRIATE ONS.	
AB 1287 Buchanan (D)	Local Government: Audits		Requires local agencies, defined to include cities, counties, a city and county, special districts, authorities, or public agencies, to comply with General Accounting Office standards for financial and compliance audits and prohibits an independent auditor from engaging in financial compliance audits unless the auditor completes a quality control review.	03/21/2011 - To ASSEMBLY Committee on LOCAL GOVERNMENT	2_Year_Bill
AB 1320 Allen (D)	Public Employees' Retirement		Establishes in the retirement fund for each public employer a Taxpayer Adverse Risk Prevention Account. Provides the account would be an employer asset, but would not be counted as an asset for the purpose of determining the employer's contribution rate. Deposits into the account would be made into the account when certain conditions apply. Provides the circumstances under which assets in the account would be drawn upon. Relates to additional employer contribution. Relates to county retirement programs.	06/27/2011 - In SENATE Committee on APPROPRIATE ONS.	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
<u>AB 1345</u> Lara (D)	Local Government: Boards and Councils		Provides that, in the event of the loss of a quorum of city council members due to vacant seats on the city council, voluntarily, by removal, or for some other legal reason, establishes a city council appointment committee consisting of any remaining city council members, the city's chief administrative officer, a representative from the county board of supervisors, and as many public members as are required to meet the same number of city council members.	03/31/2011 - Referred to Committee on LOCAL GOVERNMENT	2_Year_Bill
<u>AB 1350</u> Lara (D)	Property Taxation: Override Rates: Validation		Requires the county auditor, if a local jurisdiction increases or extends a property tax rate for the purpose of making payments in support of certain pension programs, prior to the increase or extension of the rate, to verify the rate increased or extended does not exceed the maximum authorized by law. Requires the jurisdiction to provide the auditor with any documentation necessary to assist in making the verification, and to reimburse the auditor. Requires the auditor to reject an excessive increase.	07/13/2011 - In SENATE. To Special Consent Calendar.	
<u>AB 1354</u> Huber (D)	Public Works: Progress Payments: Notice: Retention	Oppose	Requires that a contractor pay a subcontractor on a public works project within 7 days after receipt of each progress payment. Relates to the time period for written notice regarding a claim against the bond of a contractor under a public works contract. Relates to retention proceeds withheld under a public works contract. Relates to progress payments made under a public works contract.	05/03/2011 - In ASM Com on BUS, PROF & CONSUMER PROTECTION: Not heard.	2_Year_Bill Sponsor: American Subcontractors Association California
<u>AB 1379</u> Bradford (D)	Economic Development: Public Pension Funds		Requires a state or local pension system with a specified amount of assets to report to the Controller on state investments and emerging domestic market investments that it obtains and holds in its portfolio. Requires the Board of Administration of the Public Employees' Retirement System along with the Teachers' Retirement Board to share with other public pension systems streamlined and cost-effective methods to identify investments. Authorizes investment information be placed on the Controller's Web site.	06/27/2011 - In Committee on APPROPRIATE ONS.	
<u>SB 27</u> Simitian (D)	Public Retirement: Final Compensation: Computation		Amends the State Teachers' Retirement Law. Revises the definition of creditable compensation. Prohibits certain members who elect to receive a lump-sum benefit payment from receiving that sum until a specified number of days have elapsed. Excludes compensation for certain substitute employees from a postretirement compensation limitation. Requires an employer participating in the Public Employees' Retirement System to notify the Board of Administration of certain changes.	07/07/2011 - Referred to Committee on APPROPRIATE ONS.	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
SB 31 Correa (D)	Local Government: Lobbyist Registration		Enacts a comprehensive scheme to regulate lobbying entities that lobby local government agencies, including requirements to register and make periodic reports regarding certain lobbying activities. Requires each agency to create a commission to implement and enforce these provisions. Provides that any person who knowingly or willfully violates a provision, or knowingly or willfully aides and abets any person in violation of any provision is guilty of a misdemeanor.	03/31/2011 - Referred to SEN Com on ELECT AND CONST AMENDS.	2_Year_Bill
SB 46 Correa (D)	Public Officials: Compensation Disclosure	Oppose	Requires every designated employee and other person, except a candidate for public office, who is required to file a statement of economic interests to include a compensation disclosure form that provides compensation information for the preceding calendar year. Requires every agency to post of that agency's Internet Web site information contained on the compensation disclosure form filed by a person required to file a statement of economic interests. Requires the adoption of emergency regulations.	06/06/2011 - In SENATE. Read second time. To third reading.	
SB 115 Strickland (R)	Public Employees: Pensions: Forfeiture		Requires a public officer or employee who is convicted of any felony for specified criminal activity arising directly out of that person's official duties to forfeit all rights and benefits under, and membership in, any public retirement system in which they are a member, effective on the conviction date. Requires any contributions made by that public officer or employee to the system that arose directly from the forfeited service would be returned to the officer or employee without interest.	05/02/2011 – SEN Com on PUB EMPL AND RETIREMENT: Reconsideration granted.	2_Year_Bill
SB 186 Kehoe (D)	The Controller		Authorizes the Controller to exercise discretionary authority to perform an audit or investigation of any county, city, special district, joint powers authority, or redevelopment agency. Expands existing law, providing that if reports are not made in a specified manner of if there is reason to believe that reports are false, an investigation may be made and a copy of the results transmitted to the grand jury of the county, to also include a special district, joint powers authority, or redevelopment agency.	06/29/2011 Reconsideration granted.	2_Year_Bill
SB 194 Governance and Finance Cmt	Local Government: Omnibus Bill		Authorizes a county to accept payments by credit card, debit card, or EFT. Relates to public records. Amends the County Budget Act. Relates to the maximum amount that a local legislative body may transfer from a special fund to the general fund, invest in a foreign bank, community service district boards, general plan public meetings, Subdivision Map Act and conveyances of land, sanitation employees, local taxation, facilities improvements, local	06/29/2011 – In ASSEMBLY Committee APPROPRIATIONS.	

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
SB 203 Correa (D)	County Employee Retirement: Boards		construction contracts, and business improvement districts. Deletes the authority of a County Retirement Board to prohibit a member from having the same rights, privileges, responsibilities, and access to closed sessions as the 2nd, 3rd, 7th or 8th member, or from holding positions on committees of the board and participating in board or committee deliberations. Modifies the authority of alternate members. Provides for elections to fill vacancies. Prescribes a process to fill vacancies on a related board of investments.	07/14/2011 - *****To GOVERNOR.	
SB 235 Negrete McLeod (D)	Water Conservation Districts: Number of Director		Authorizes a water conservation district with a board of directors consisting of 7 directors, to reduce the number of directors to 5, consistent with specified requirements. Provides that these provisions do not apply to districts within the County of Ventura.	07/08/2011 - Enrolled.;07/11/2011 - *****To GOVERNOR.	
SB 236 Anderson (R)	California Public Records Act		Makes technical, nonsubstantive changes to the California Public Records Act which requires state and local agencies to make public records available for inspection by the public.	02/17/2011 - To SENATE Committee on RULES.	2_Year_Bill
SB 288 Negrete McLeod (D)	Local Government: Independent Special Districts		Authorizes the governing board of an independent special district to provide for the establishment of a revolving fund in an amount not to exceed a specified amount of the independent special district's adopted budget for that fiscal year. Requires the resolution establishing the fund to make specified designations relating to the purposes for which the fund may be expended, the district officer with authority and responsibility over the fund, the necessity for the fund, and the maximum amount of the fund.	07/07/2011 - Signed by GOVERNOR.;07/08/2011 - Chaptered by Sec of State. Chapter No. 66	Sponsor: CSDA
SB 293 Padilla (D)	Payment Bonds: Laborers		Relates to the time period for the payment of a subcontractor by a prime contractor under a private or public works of improvement contract, the enforcement of a claim upon any payment bond given in connection with a public work contract, the notice of completion, the percentage of retention proceeds withheld under such contract, and progress payments upon contracts for public works of improvement, the the withholding of a percentage of the contract price until the project completion.	07/05/2011 - In ASM. Read second time and amended. Referred to Com on APPR	Gut and Amend - 5% retention. Public Works Coalition - priority oppose.
SB 321 Negrete McLeod (D)	State Employees: Memorandum of Understanding		Approves the provisions of a memorandum of understanding entered into between the state employer and State Bargaining Unit 2 that requires the expenditure of funds.	03/24/2011 - Referred to SEN Com on PUB EMPL & RET.	2_Year_Bill

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Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
SB 322 Negrete McLeod (D)	Retirement		Amends the Public Employees' Retirement Law and annuities. Prohibits a member who receives benefits based on credited service with multiple employers from exceeding the limitations set forth in those provisions with regard to his or her annual retirement benefits.	06/29/2011 - Signed by GOV. 07/01/2011 - Chapered by Sec of State. Chapter No. 47	
SB 350 Negrete McLeod (D)	Public Employees' Retirement System: Death Benefits		Amends the Public Employees' Retirement Law as regards preretirement death benefits. Requires assets and liabilities of contracting agencies to be pooled. Provides that certain members entitled to receive survivor allowance benefits receive increased benefits. Deletes provisions relating to contracting agency survivor benefit accounts. Relates to the contribution rate when pooled assets and liabilities exceeds a certain percentage of the total liabilities of the pool.	07/07/2011 - In ASSEMBLY. Read second time. To third reading.	
SB 398 Hernandez E (D)	Retirement: Placement Agents		Regulates investments made by public pension and retirement systems and defines the term external managers and placement agents. Provides an updated definition for both an external manager and placement agent.	07/05/2011 - In ASM Com on APPR	
SB 449 Pavley (D)	Controllor: Local Agency Financial Review		Authorizes the Controllor to conduct a preliminary review to determine the existence of a local agency financial problem, and perform an audit upon completion of that review and to convene a local agency financial review committee and to authorize the committee to recommend a financial recovery plan for a local agency requesting assistance. Requires the Controllor to report to the Legislature on the actions of the committee and the status of all engagements with local agencies.	06/29/2011 - In ASSEMBLY Committee on L GOV: Reconsideration granted.	2_Year_Bill
SB 474 Evans (D)	Commercial Construction Contracts: Indemnity	Oppose	Provides that for construction contracts that are not for residential construction, a direct contract with a public agency, or the owner of private property, that purport to insure or indemnify specified individuals are unenforceable to the extent the claims are for active negligence or willful misconduct upon the part of specified individuals, or defects, or to the extent the claims do not arise out of the scope of work of the individuals. Provides the same policy towards public construction contacts.	07/06/2011 - In ASSEMBLY. Read second time. To third reading.	
SB 520 Walters (R)	Public Employees' Retirement: Hybrid Plan		Requires the Public Employees' Retirement System Board of Administration to create a hybrid retirement plan for employees who become members after a specified date, that offers a defined contribution and defined benefit plan for service and a defined benefit plan for retirement for disability or death.	03/24/2011 - Referred to SEN Com on PUB EMPL AND	2_Year_Bill

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IRWD 2011 LEGISLATIVE MATRIX – LOCAL GOVERNMENT
Updated July 18, 2011

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
SB 521 Walters (R)	Public Employees' Benefits: Postemployment Health Care		Prohibits these plans from creating a vested property right for the member with respect to any employer contributions before retirement. Requires the Public Employees' Retirement System Board of Administration to determine the actuarially required contributions necessary to ensure that postemployment health care benefits provided under the Public Employees' Medical and Hospital Care Act are fully funded. Requires an employee first hired on or after a specified date, and his or her employer, to each pay 50% of those actuarially required contributions, to be deposited into the Annuitants' Health Care Coverage Fund.	RETIREMENT. 03/24/2011 - Referred to SEN Com on PUB EMPL AND RETIREMENT.	2_Year_Bill
SB 522 Walters (R)	Public Employees' Retirement: Additional Service Credit		Amends existing law that authorizes certain members of the Public Employees' Retirement System and the Teachers' Retirement System, and county, city, and district retirement systems the payment of contributions for additional retirement service credit for time that does not qualify for public service. Repeals these provisions. Makes related technical changes.	03/22/2011 – Rereferred to SEN Com on PUB EMPL AND RET.	2_Year_Bill
SB 523 Walters (R)	Public Employees' Retirement: Elected Local Officials		Prohibits a person who is publicly elected to a local office of any kind from becoming a member of a retirement system by virtue of that service or from acquiring any retirement right or benefit for serving in that elective local office. Applies these prohibitions to a person who is appointed to fill the term of a person so elected.	03/22/2011 - In Re-referred to SEN Com on PUB EMPL AND RET.	2_Year_Bill
SB 524 Walters (R)	Public Employees' Retirement: Retroactive Benefits		Excludes matters relating to the retroactive effect of pension benefit increases from the scope of representation of public employees by recognized employee organizations. Prohibits these organizations from negotiating for a retroactive effect of pension benefit increases. Requires that any adjustment to the formula used to calculate retirement benefits of a member of a retirement system that would yield an increase in benefits apply only to service performed after the operative date of the adjustment.	03/22/2011 - Referred to SEN Com on PUB EMPL AND RETIREMENT.	2_Year_Bill
SB 525 Walters (R)	Public Employees' Retirement: Eligibility		Prohibits a state employee who becomes a member of the Public Employees' Retirement System on or after a specified date, and who is not a state patrol member, a state safety member, or state police officer/firefighter member, from retiring for service prior to reaching 55 years of age.	03/24/2011 - Referred to SEN Com on PUB EMPL AND RETIREMENT.	2_Year_Bill
SB 526 Walters (R)	Public Employees' Retirement: Final Compensation		Requires, for persons first hired on and after a specified date, for the purpose of determining any pension or benefit with respect to a public entity defined benefit retirement system, that final compensation means the highest annual	03/24/2011 - Referred to SEN Com on PUB	2_Year_Bill

IRWD 2011 LEGISLATIVE MATRIX – LOCAL GOVERNMENT
Updated July 18, 2011

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
<u>SB 527</u> Walters (R)	Public Employees' Organizations: Benefits Negotiation: Benefits		average compensation earnable by the person during a consecutive 36-month period of membership. Prohibits the inclusion of credit for accrued leave of any form or credit for overtime work in the calculation of compensation. Excludes matters relating to pension benefits from the scope of representation of public employees by recognized employee organizations, and would thereby prohibit these employee organizations from negotiating pension benefits with public employers, except for the amount of employee contributions to the pension plans.	EMPL AND RETIREMENT. 03/24/2011 - Referred to SEN Com on PUB EMPL AND RETIREMENT.	2_Year_Bill
<u>SB 528</u> Walters (R)	Public Employees' Retirement: Board of Administration		Provides for the appointment of a specified number of members of the Public Employees' Retirement System Board of Administration by the Governor based on their demonstrated expertise in the financial and actuarial fields. Calls for a special election to be consolidated with a statewide election in 2011 to ratify a change, amendment, or modification enacted by the Legislature.	03/22/2011 - SEN Com on PUB EMPL AND RETIREMENT.	2_Year_Bill
<u>SB 689</u> Harman (R)	Public Retirement Systems		Requires the Public Employees' Retirement System, the State Teachers' Retirement System, and the University of California Retirement System each to establish and maintain an Internet Web site that allows the public to access specified information about any retired member who receives a pension of a specified sum or more annually, and specified information regarding the costs of postretirement health care benefits.	05/02/2011 - SEN Com on PUB EMPL AND RETIREMENT.	2_Year_Bill
<u>SB 820</u> Walters (R)	Public Retirement: State Employer Contributions: Report		Requires an annual report to include only contribution rates for the state employer. Requires the board to include a calculation of the liabilities of the fund using discount rates equal to the average rate of investment return since the establishment of the fund, and the average rate of investment return since a specified date. Requires the Treasurer, to present the information to a publicly noticed, joint meeting of the budget and retirement committees of both houses of the Legislature.	03/24/2011 - SEN Com on PUB EMPL AND RETIREMENT.	2_Year_Bill
<u>SB 903</u> Anderson (R)	Public Retirement Systems: Investments: Iran		Amends Public Divest from Iran Act prohibits the Public Employees' Retirement System and the State Teachers' Retirement System from investing public employee retirement funds in a company with business operations in Iran that is invested in or engaged in business operations with entities in certain sectors. Provides that nothing in those provisions requires either board to take action described in this section if it determines that the action would be a breach of the fiduciary responsibilities described.	07/01/2011 - In ASM. Referred to Committee on APPROPRIATE ONES.	

IRWD 2011 LEGISLATIVE MATRIX – LOCAL GOVERNMENT
Updated July 18, 2011

Bill No. Author	Title	IRWD Position	Summary/Effects	Status	Two Year Bill / Commentary
SB 911 De Leon (D)	Local Agency Bonds Reports		Requires the Chief Fiscal Officer of a local agency issuing bonds to file a report on any project funded with its governing body within 60 days after the close of the agency's fiscal year. Provides that failure to do so on time shall result in a suspension of bond proceeds until the report is submitted. Requires a issuing local agency, upon a request about any expenditure of bond proceeds exceeding a specified amount, to make specified information available with respect to any expenditure or expenditures.	05/23/2011 - To ASSEMBLY Committee on LOCAL GOVERNMENT	
SB 931 Vargas (D)	Public Employee Organizations		Prohibits public agencies from using public funds to pay outside consultants or legal advisors for the purpose of counseling the public employer about way to minimize or deter the exercise of representation rights.	06/23/2011 - In ASSEMBLY. Read second time. To third reading.	Opposition Coalition: ACWA, CSDA, CSAC, League, CAJPA, ACHD, CHA, RCRC, CASA
SCA 7 Yee (D)	Public Bodies: Meetings		Proposes an amendment to the Constitution to include in the Constitution the requirement that each public body provide public notice of its meetings and disclose any action taken.	07/06/2011 - to Committee on APPR	

