

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

January 28, 2013

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

Directors Matheis, LaMar, Swan, Withers and President Reinhart

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's assistant relative to the Dyer Road Wellfield.

2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

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

CONSENT CALENDAR

Next Resolution No. 2013-3

Items 3-19

3. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the January 14, 2013 Regular Board Meeting be approved as presented.

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

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

CONSENT CALENDAR – Continued

Items 3-19

5. RATIFICATION OF MEMORANDUM RELATIVE TO THE BOARD, COMMITTEE AND OTHER ASSIGNMENTS, AND APPROVAL OF AGENCY AND OUTSIDE ORGANIZATION BOARD REPRESENTATION AT MEETINGS/EVENTS FOR 2013

Recommendation: That the Board ratify the Memorandum dated January 28, 2013 entitled Officers of the Board, Committees and Other Assignments, approve attendance for the meetings and events for the Board's representation for calendar year 2013 as delineated in the write-up outlined and adopt a resolution rescinding Resolution No. 2012-35 and revising the assignment of Directors to Committees of the Board.

Reso. No. 2013-

6. REIMBURSEMENT TO BOARD MEMBER FOR BUSINESS EXPENSES

Recommendation: That the Board approve the October 2012 Expense Report submitted for reimbursement for travel and business mileage expenses incurred by Director Peer Swan.

7. DECEMBER 2012 TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report and the Monthly Interest Rate Swap Summary for December 2012; approve the December 2012 Summary of Payroll ACH payments in the total amount of \$1,351,423, and approve the December 2012 accounts payable Disbursement Summary of checks 335257 through 335831, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$15,368,754.

8. STRATEGIC MEASURES DASHBOARD

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

9. 54-INCH BARRANCA PARKWAY PIPELINE RELOCATION PROJECT CONTRACT TERMINATION

Recommendation: That the Board approve the termination for convenience of the construction contract with Vadnais corporation for the 54-inch Barranca Parkway Pipeline Relocation, projects 11166 (1408) and 31166 (1696).

10. 2013 PROJECT MANUAL

Recommendation: That the Board adopt a resolution rescinding Resolution No. 2011-50 and revising standard form construction contract documents.

Reso. No. 2013-

CONSENT CALENDAR – Continued

Items 3-19

11. SAND CANYON AVENUE GRADE SEPARATION VARIANCE

Recommendation: That the Board authorize the General Manager to execute Variance No. 3 in the amount of \$84,000 with Tetra Tech, Inc. for additional construction management and support services for the IRWD Utility Relocations Project for the Sand Canyon Grade Separation, projects 11455 (1459) and 21455 (1152).

12. PLANNING AREA 9B (STONEGATE) PHASE 3 BUDGET, EXPENDITURE AUTHORIZATION AND CHANGE ORDER

Recommendation: That the Board authorize the addition of project 30390 (4228) to the FY 2012-13 Capital Budget in the amount of \$854,700; approve an Expenditure Authorization for project 30390 (4228) in the amount of \$854,700; and approve a design change order in the amount of \$31,372 to ICDC for the Planning Area 9B (Stonegate) Recycled Water and Syphon Lateral Pipeline Phase 3 project.

13. MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES VARIANCE NO. 4

Recommendation: That the Board authorize the General Manager to execute Variance No. 4, in the amount of \$185,503, with ARCADIS-US for construction management and inspection services for the MWRP Phase 2 Expansion, projects 20214 (1599) and 30214 (1706).

14. QUITCLAIM OF REAL PROPERTY – IRVINE COMMUNITY DEVELOPMENT COMPANY (VILLAGE OF PORTOLA SPRINGS-TRACT NO. 17114)

Recommendation: That the Board adopt a resolution approving execution of the Quitclaim Deed to Irvine Community Development Company LLC.

Reso. No. 2013-

15. QUITCLAIM OF REAL PROPERTY – IRVINE COMMUNITY DEVELOPMENT COMPANY (VILLAGE OF PORTOLA SPRINGS-TRACT NO. 17070)

Recommendation: That the Board adopt a resolution approving execution of the Quitclaim Deed to Irvine Community Development Company LLC.

Reso. No. 2013-

CONSENT CALENDAR – Continued

Items 3-19

16. ADDENDUM NO. 2 TO THE CITY OF LAKE FOREST SPORTS PARK AND RECREATION CENTER FINAL ENVIRONMENTAL IMPACT REPORT

Recommendation: That the Board approve the proposed Addendum No.2 to the City of Lake Forest Sports Park and Recreation Center Final Environmental Impact Report, including the determination set forth in Addendum No. 2.

17. MISCELLANEOUS SEWER IMPROVEMENTS AT JAMBOREE CENTER EXPENDITURE AUTHORIZATION

Recommendation: That the Board approve an Expenditure Authorization in the amount of \$132,600 for the Miscellaneous Sewer Improvements at Jamboree Center, project 21122 (3775).

18. THREE-YEAR DAM MONITORING AND SURVEILLANCE CONSULTANT SELECTION

Recommendation: That the Board authorize the General Manager to execute a Professional Services Agreement with URS Corporation in the amount of \$131,623 for three years of dam monitoring and surveillance services.

19. SYPHON RESERVOIR INTERIM FACILITIES PROJECT FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Recommendation: That the Board find on the basis of the whole record before it (including the initial study and the comments received), that there is no substantial evidence that the Syphon Reservoir Interim Facilities Project will have a significant effect on the environment and that the Negative Declaration reflects IRWD's independent judgment and analysis; adopt the proposed Mitigated Negative Declaration for the Syphon Reservoir Interim Facilities Project and Mitigation Monitoring and Reporting Program incorporated within the Mitigated Negative Declaration and approve the project; and direct staff to post and file a Notice of Determination and submit payment for the California Department of Fish and Game filing fee.

ACTION CALENDAR

20. **SYPHON RESERVOIR INTERIM FACILITIES AND PIPELINE IMPROVEMENTS CONSTRUCTION AWARD**

Recommendation: That the Board authorize a budget increase for project 30374 (3729) in the amount of \$1,017,400 from \$1,399,800 to \$2,417,200; approve an Expenditure Authorization in the amount of \$1,817,600 for project 30374 (3729); and authorize the General Manager to execute a construction contract with Paulus Engineering, Inc. in the amount of \$1,529,800 for the Syphon Reservoir Interim Facilities and Pipeline Improvements, project 30374 (3729).

21. **PORTOLA HILLS SEWER LIFT STATION ABANDONMENT AND GRAVITY SEWER CONSTRUCTION AWARD**

Recommendation: That the Board approve an Expenditure Authorization in the amount of \$1,441,000 for project 20224 (1600) and authorize the General Manager to execute a construction contract with Paulus Engineering, Inc. in the amount of \$1,149,197 for the Portola Hills Sewer Lift Station Abandonment and Gravity Sewer Project.

22. **UNIVERSITY LIFT STATION ODOR CONTROL BUDGET ADDITION AND EXPENDITURE AUTHORIZATION**

Recommendation: That the Board authorize the addition of project 21133 (4157) in the amount of \$431,200 to the FY 2012-13 Capital Budget and approve an Expenditure Authorization in the amount of \$51,700 for the University Lift Station Odor Control System, project 21133 (4157).

23. **APPROVAL OF INDEX-BASED TENDER NOTE REMARKETING STATEMENTS**

Recommendation: That the Board adopt a resolution approving Remarketing Statements relating to unscheduled mandatory tenders (Refunding Series 2011A-1 and Refunding Series 2011A-2).

Reso. No. 2013-

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.

OTHER BUSINESS - Continued

24. A. General Manager's Report

B. Directors' Comments

C. Adjourn

* * * * *

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

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

January 28, 2013

Prepared and

Submitted by: L. Bonkowski

Approved by: P. Cook



CONSENT CALENDAR

MINUTES OF REGULAR BOARD MEETING

SUMMARY:

Provided are the minutes of the January 14, 2013 Regular Board meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE JANUARY 14, 2013 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – Minutes – January 14, 2013

EXHIBIT "A"

MINUTES OF REGULAR MEETING – JANUARY 14, 2013

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 Vice President LaMar on January 14, 2013 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: LaMar, Swan and Withers

Directors Absent: Matheis and Reinhart

Also Present: General Manager Cook, Executive Director of Finance Clary, Treasurer Jacobson, Executive Director of Engineering Burton, Executive Director of Water Policy Heiertz, Legal Counsel Arneson, Secretary Bonkowski, Assistant Director of Water Operations Roberts, Assistant Director of Conservation Sanchez, Assistant Director of Water Policy Sanchez, Mr. Christopher Smithson, Ms. Erika Blaska, Mr. Joe Constantino, Ms. Margaret Magee, Ms. Christine Compton, Mr. Jim Reed, Mr. Ed Reed, Mr. Bruce Newell and other members of the public and staff.

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION:

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

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.

2) Mr. Ed Reed, an Irvine resident, made suggestions on how to encourage water conservation with the District's billing rate structure. Director Swan suggested that Mr. Reed provide his comments in writing to the General Manager.

ITEMS TO LATE TO BE AGENDIZED – None.

CONSENT CALENDAR

On MOTION by Withers, seconded and unanimously carried, CONSENT CALENDAR ITEMS 3 THROUGH 9 WERE APPROVED AS FOLLOWS:

3. MINUTES OF REGULAR BOARD MEETINGS

Recommendation: That the minutes of the December 10, 2012 Regular Board Meeting and the December 18, 2012 Adjourned Regular Board Meeting be approved as presented.

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

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

5. APPOINTMENT OF ASSISTANT TREASURER

Recommendation: That the Board appoint Ms. Cheryl Clary as an Irvine Ranch Water District Assistant Treasurer effective January 14, 2013.

6. UNIVERSITY DRIVE PIPELINES CATHODIC PROTECTION FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the University Drive Pipelines Cathodic Protection, projects 10740 (1833) and 30740 (1262); authorize the filing of a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

7. MODJESKA CANYON ROAD DOMESTIC WATER PIPELINE RELOCATION FINAL ACCEPTANCE

Recommendation: That the Board accept construction of the Modjeska Canyon Road Domestic Water Pipeline Relocation, project 11574 (1245); 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)

8. ON-CALL ENVIRONMENTAL PERMITTING PROFESSIONAL SERVICES AGREEMENT VARIANCE

Recommendation: That the Board authorize the General Manager to approve Variance No. 1 to the Professional Services Agreement with Harmsworth Associates for on-call environmental permitting and monitoring work in the amount of \$100,000.

9. 2013 SELECTION OF FEDERAL LOBBYIST

Recommendation: That the Board approve a 24-month contract with The Furman Group for \$10,000 per month plus reimbursable direct expenses not to exceed \$276,000 effective January 1, 2013.

ACTION CALENDAR

CUSTOMER SATISFACTION SURVEY CONSULTANT SELECTION

General Manager Cook reported that the most recent IRWD customer satisfaction survey was conducted in 2009 by Probolsky Research. Mr. Cook said that the general focus of this limited survey was to determine whether or not IRWD customers would use on-line services and to determine how customers obtain information. As a result of the survey results, IRWD developed and implemented a wide variety of new tools, programs and customer outreach practices including online customer self-help tools, social media programs, videos, and a new website. He said that staff is proposing that a new, more comprehensive, customer service survey be conducted to determine the satisfaction level of IRWD customers with current services and programs and to provide insight for development of new programs. This survey will serve as a baseline for future services.

Ms. Erika Blaska said that staff issued a Request for Proposal (RFP) in October 2012 for comprehensive customer satisfaction survey. Five firms responded to the RFP and the three firms were selected for interviews based on their responsiveness to the RFP, proposed costs, ability to meet IRWD's needs, presentations, references, and industry experience. She said that of the three firms interviewed, Fairbank, Maslin, Maullin, Metz & Associates (FM3) provided the most in-depth and thorough presentation of their proposal and included very specific recommendations on a preferred survey size, sample and the associated costs. She said that in addition to the standard survey design and results measurement offered by other firms, FM3 suggested a unique survey structure that not only measures participants' level of satisfaction, but also questioned the participants' level of importance for a particular program. FM3 also recommended that the survey of IRWD business customers be done exclusively via the more personal telephone contact method whereas the other firms recommended a blended online/personal contact method. FM3 will utilize their firm resources to conduct the focus group portion of the survey whereas the other firms utilize outside contractors.

Vice President LaMar said that this item was reviewed at length by the Water Resources Policy and Communications Committee on January 9, 2013 and the Committee concurs with the staff

recommendation. Following an inquiry by Director Swan, on MOTION by LaMar, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$90,000 TO CONDUCT A CUSTOMER SATISFACTION SURVEY FOR THE DISTRICT.

CONSULTANT SELECTION AND FUNDING AUTHORIZATION

General Manager Cook reported that the Single-Family Residential Stealth Toilet Direct Install Program will use the services of a contractor to install 500 Niagara Stealth (0.8 gallons per flush) toilets in single-family residences. Mr. Cook said that the program is targeted at replacing old, inefficient toilets, showerheads, and faucet aerators with high-efficiency toilets, low flow showerheads, and low flow faucet aerators at homes that were constructed pre-1994 with 3.5 gpf toilets or higher. The 2009 Residential End Use Study showed that approximately 25% of homes in IRWD's service area do not have 1.6 gallon per flush toilets, indicating there is still significant water savings potential from toilet retrofits. IRWD was awarded funding in the amount of \$50 per toilet for up to 500 toilets, for a total of \$25,000 from the Metropolitan Water District of Southern California (MWD) member agency incentive program for this project.

Assistant Director of Conservation Sanchez said that a Request for Proposal was issued in October 2012 to 10 firms to administer and implement the Single-Family Residential Stealth Toilet Direct Install Program. Proposals were received from AmGreen Solutions, Sustainable Solutions, Southwest Environmental, ConServ Inc. and Bottom Line Utility Solutions. Ms. Sanchez said that staff evaluated the proposals and recommends the selection of Southwest Environmental based on its overall project understanding, approach, experience, schedule and fixed unit cost fees. The selected consultant will be working directly with and in the homes of IRWD's residential customers, so excellent customer service and overall program approach are critical to the success of the program. Southwest has significant experience as a firm, and its proposal demonstrated a thorough understanding of the requirements with a proposed team of individuals experienced with implementing similar projects, strong commitment and emphasis on customer service, as well as adherence to prevailing wage requirements for the project. The bid from Sustainable Solutions did not conform to published prevailing wage labor costs, based on the job title, and therefore was ranked lowest for total cost since it did not meet the stated RFP requirements. AmGreen submitted a marked-up sample contract and failed to provide a proposal with details on the program approach as requested in the RFP; therefore, it was deemed non-responsive to the requirements of the RFP. ConServ Inc.'s proposal lacked significant detail of the program approach, did not offer the same priority on customer service as Southwest, and all three references were for implementing irrigation controller installation programs, not plumbing installation programs. Bottom Line Utility Solutions' proposal and approach were not as thorough as Southwest's and was at a higher cost.

Ms. Sanchez said that the project is expected to result in 500 retrofits of single-family fixtures, at a cost not to exceed \$265,000. IRWD will only pay for completed retrofits based on the fixed unit cost schedule. The water savings are estimated at 16,500 gallons per year savings per 3.5 gpf toilet replaced. The total project savings for 500 retrofits equates to 380 AF over the 15-year lifetime of the toilets.

Vice President LaMar reported that this item was reviewed and approved by the Water Resources Policy and Communications Committee on January 9, 2013. Following discussion, on MOTION by LaMar, seconded and unanimously carried, **THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH SOUTHWEST ENVIRONMENTAL FOR THE SINGLE-FAMILY RESIDENTIAL STEALTH TOILET DIRECT INSTALL PROGRAM FOR AN AMOUNT NOT TO EXCEED \$265,000, AND AUTHORIZE AN INCREASE OF \$265,000 TO THE FY 2012-13 OPERATING BUDGET FUNDED FROM OVER-ALLOCATION REVENUES.**

MODIFICATION OF IMPROVEMENT DISTRICTS IN HERITAGE FIELDS

General Manager Cook reported that a portion of the land owned by Lennar Heritage Fields, LLC (Lennar), the developer for the Great Park neighborhoods/Heritage Fields, is included in both Improvement Districts (IDs) 112/212 and in IDs 105/250. Mr. Cook said that staff has discussed with the developer the de-annexation of this land (hereafter referred to as “Planning Area Great Park Neighborhood 2 or PA-GPN2”) from either IDs 112/212 or from IDs 105/250 and that Lennar has requested in a letter dated December 20, 2012 to de-annex the parcel in IDs 105/250 and to remain in IDs 112/212.

Executive Director of Finance Clary reported that the process for de-annexing land from an improvement district is different when several landowners are involved. In the case of a single owner, a letter that provides signed consent to the detachment is sufficient for the IRWD Board of Directors to take action. The documentation required for the de-annexation must be submitted to the County by December 1, 2012 to ensure that the property will be excluded from the new tax roll. Since this deadline was not met, staff will work with the County to adjust the additional taxes assessed on this parcel. Lennar provided an executed letter that was in the form prepared by the District staff and legal counsel. Lennar’s letter provides the District with signed consent to the above referenced detachments, subject to the following terms and conditions: 1) After the date of detachment, the property shall be relieved of liability for debt service on all currently outstanding and future bonds issued on behalf of IDs 105/250, to the extent permitted by law; and 2) The District shall pay the costs incurred by the District in accomplishing the detachment, including legal, engineering and administrative costs and all processing fees of the County of Orange and/or the State Board of Equalization.

Director Swan reported that this item was reviewed and approved by the Finance and Personnel Committee on January 10, 2013. On MOTION by Swan, seconded and unanimously carried, **THE BOARD APPROVED THE DE-ANNEXATION FROM IMPROVEMENT DISTRICTS 105/250 AND ADOPTED A RESOLUTION BY THE FOLLOWING TITLE:**

RESOLUTION NO. 2013-1

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE IRVINE RANCH WATER DISTRICT ORDERING
THE DETACHMENT OF SPECIFIED TERRITORY
FROM IMPROVEMENT DISTRICT NOS. 105 AND 250**

GENERAL MANAGER'S REPORT

General Manager Cook reported that the District received a telephone call from the Los Angeles Times regarding our experience with consolidations with other water districts as there are potential consolidations being proposed within the county of Los Angeles. Mr. Cook said that staff is preparing a written response noting the District's successes with consolidations.

Mr. Cook reported on his participation in a meeting with the United States Army Corps of Engineers relative to the Syphon Reservoir.

Mr. Cook introduced two new employees, Ms. Margaret McGee from Public Affairs department, and Ms. Christine Compton from the Water Policy Department.

DIRECTORS' COMMENTS

Director Withers welcomed the new staff to the District and also reported on his attendance at a retirement dinner for Mr. Ronald Young, General Manager of Lake Elsinore Valley Water District.

Director Swan also reported on his attendance at the retirement dinner to honor Mr. Ronald Young, an ACWA Watershed Environmental Task Force meeting, an OWOW meeting relative to water supply reliability, and a SAWPA watershed meeting. He further said that Mr. Richard Kust, a Board member of the San Joaquin Wildlife Sanctuary, had passed away in December.

Director LaMar reported that the Nature Reserve of Orange County has hired a new Executive Director, Mr. Jim Sulentich. He further reported that he and Mr. Paul Weghorst attended MWDOC's Planning and Operations Committee meeting where they discussed the Second Lower Cross Feeder study. He said at that meeting they also discussed the Antelope Valley Water Banking project and asked staff to consider hosting a tour of the Strand Ranch property with the MWDOC Directors to learn about our success with this water banking project.

Mr. Bruce Newell, a former SCWD Director, acknowledged that the Modjeska Canyon road domestic water pipeline relocation project received final acceptance this evening, and thanked staff for their efforts on this project.

CLOSED SESSION

Director LaMar said that the following Closed Session will be held:

CLOSED SESSION WITH LEGAL COUNSEL RELATIVE TO: TO PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT/PERFORMANCE EVALUATION (Government Code Section 54957). Title: Staff position title changes.

OPEN SESSION:

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

On MOTION by LaMar, seconded and unanimously carried, THE BOARD APPROVED THE ADDITION OF ONE FULL-TIME REGULAR POSITION, THREE POSITION UPGRADES, FOUR TITLE CHANGES, AUTHORIZED AN INCREASE OF \$64,700 FOR SALARY AND BENEFITS TO THE CURRENT FISCAL YEAR 2012-13 OPERATING BUDGET, AND ADOPTED THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2013-2

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE IRVINE RANCH WATER DISTRICT RESCINDING
RESOLUTION NO. 2012-48 AND ESTABLISHING
A REVISED SCHEDULE OF POSITIONS AND SALARY
RATE RANGES

ADJOURNMENT

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

APPROVED and SIGNED this 28th day of January, 2013.

President, IRVINE RANCH WATER DISTRICT

Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

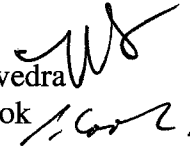
Legal Counsel - Bowie, Arneson, Wiles & Giannone

January 28, 2013

Prepared and

Submitted by: N. Savedra

Approved by: P. Cook



CONSENT CALENDAR

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

SUMMARY:

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

Events/Meetings

Steven LaMar

01/23/13 Next Steps on Water Finance CUWA/CMUA Concept Paper Meeting
01/29-30/13 ACWA Integrated Watershed Meeting
02/25-27/13 ACWA Washington DC Conference & OC Water Issues Congressional Briefing

Mary Aileen Matheis

02/26-28/13 ACWA Washington DC Conference & OC Water Issues Congressional Briefing

Doug Reinhart

02/12-13/13 Legislative Meetings, Washington, DC

Peer Swan

01/16-18/13 CASA Mid-Year Conference, Indian Wells, CA
01/23-25/13 ACWA Water Task Force Meeting & ACWA Board Meeting, Sacramento, CA
02/24-25/13 CASA 10th Annual Washington DC Conference
02/26-28/13 ACWA Washington DC Conference & OC Water Issues Congressional Briefing

John Withers

01/031/13 OCBC Annual Meeting, Costa Mesa, CA

RECOMMENDATION:


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

LIST OF EXHIBITS:

None

January 28, 2013

Submitted and

Approved by: Paul Cook 

CONSENT CALENDAR

RATIFICATION OF MEMORANDUM RELATIVE TO THE BOARD, COMMITTEE AND OTHER ASSIGNMENTS, AND APPROVAL OF AGENCY AND OUTSIDE ORGANIZATION BOARD REPRESENTATION AT MEETINGS/EVENTS FOR 2013

SUMMARY:

As a result of changes implemented by President Reinhart on Committees and other assignments, the following actions are necessary:

- Ratify the January 28, 2013 memorandum relative to Board, Committees and Other Assignments;
- Approve attendance for meetings and events for District representation by the Directors for 2013 calendar year; and
- Adopt a resolution revising the assignment of Directors to Committees of the Board.

BACKGROUND:

Directors serve on various standing and established ad hoc committees and represent the District in various other assignments. President Reinhart has reviewed various committee and other assignments, and has made changes in the Memorandum provided as Exhibit "A" and highlighted in bold text. A resolution has also been prepared revising the assignment of Directors to Committees of the Board (as provided in Exhibit "B"). The changes to the assignments are as follows:

Other Officers of the District:

- Cheryl Clary as Assistant Treasurer (replacing Cherney)

Standing Committees Changes:

- Matheis is member of Water Resources Policy and Communications (replacing Reinhart) and Reinhart as alternate (replacing Matheis).
- Reinhart is a member of Water Banking (replacing Matheis) and Matheis as alternate (replacing LaMar)

Ad Hoc Committees Changes:

- Technology deleted

Agencies Representation Changes:

No changes.

Organizations Representation Changes:

- Cook is IRWD’s alternate representative to El Toro Restoration Advisory Board (new position).
- LaMar is IRWD’s alternate to the Southern California Water Dialogue Group (replacing Cook as alternate).

Supported Organizations Changes:

- Wells added as a Director to Shadetree Partnership (to make current and correct).

Organization/Committee Staff Representation and Support:

- Compton added to ACWA, CMUA, CSDA, and WateReuse California (replacing McLaughlin).
- Cook added to CASA and CWEA (replacing Pedersen, until new Executive Director of Operations is selected).
- Oldewage added to NWRI (replacing Pedersen).

Additionally, pursuant to Resolution 2003-47 adopted on December 15, 2003, approval/ratification of attendance of events and meetings is required by the Board of Directors. For those meetings and events shown without specific dates, approval is requested to authorize attendance for calendar year 2013. It should also be noted that based upon the annual assignment of Board members for outside agency representation, attendance at these meetings below are considered authorized under the District’s policy. Assignments are summarized below:

Organizations Representation:

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

- Southern California Water Dialogue Group
 - So. California Water Committee (SCWC)
 - Urban Water Institute (UWI)
 - WaterReuse Association
 - Water Advisory Committee of OC (WACO)
 - Water Education Foundation (WEF)
- Swan (Representative), LaMar (Alternate)
LaMar (Representative), Matheis (Alternate)
Matheis (Representative), Swan (Alternate)
Reinhart (Representative), Cook (Alternate)
All Board Members
Matheis (Representative)

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was not submitted for Committee review.

RECOMMENDATION:

THAT THE BOARD RATIFY THE MEMORANDUM DATED JANUARY 28, 2013 ENTITLED OFFICERS OF THE BOARD, COMMITTEES AND OTHER ASSIGNMENTS; APPROVE ATTENDANCE FOR THE MEETINGS AND EVENTS FOR THE BOARD'S REPRESENTATION FOR CALENDAR YEAR 2013 AS DELINEATED IN THE WRITE-UP; AND THAT THE FOLLOWING RESOLUTION BE ADOPTED BY TITLE:

RESOLUTION NO. 2013-

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, RESCINDING
RESOLUTION NO. 2012-35 AND REVISING THE
ASSIGNMENT OF DIRECTORS TO COMMITTEES
OF THE BOARD

LIST OF EXHIBITS:

- Exhibit "A" – Memorandum from President Matheis dated January 28, 2013 entitled Officers of the Board, Committee and Other Assignments
Exhibit "B" – Resolution Revising the Assignment of Directors to Committees of the Board

EXHIBIT "A"
MEMORANDUM

DATE: January 28, 2013 (revisions shown in **bold**)
TO: Board of Directors
FROM: Doug Reinhart, President
SUBJECT: MEMORANDUM RELATIVE TO OFFICERS OF THE BOARD, COMMITTEES,
AND OTHER ASSIGNMENTS

District Board of Directors:

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

Other Officers of the District:

- District Treasurer Rob Jacobson
- Assistant District Treasurers **Cheryl Clary**, Tanja Fournier
- District Secretary Leslie Bonkowski
- Assistant District Secretaries Nancy Savedra, Joan Arneson

Standing Committees*:

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

Ad Hoc Committees*:

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

* Committee chair name shown first

Agencies Representation:

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

Organizations Representation:

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

Internal Organizations:

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

** Appointed representative

*** Notify agency of any change(s)

Internal Organizations (continued):

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

Supported Organizations:

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

Organization/Committee Staff Representation and Support:

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

EXHIBIT "B"

RESOLUTION NO. 2013 -

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, RESCINDING
RESOLUTION NO. 2012-35 AND REVISING THE ASSIGNMENT
OF DIRECTORS TO COMMITTEES OF THE BOARD

WHEREAS, by adoption of Resolution No. 2012-35 on August 13, 2012, the Board of Directors of Irvine Ranch Water District appointed members of the Board of Directors to serve on Committees of the Board; and

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

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

Section 1. That Resolution No. 2012-35 be and hereby is rescinded.

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

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

* Committee Chair name shown first

ADOPTED, SIGNED and APPROVED this 28th day of January, 2013.

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

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

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

January 28, 2013

Prepared and

Submitted by: Cheryl Clary *CC*

Approved by: Paul Cook */Cook*

CONSENT CALENDAR

REIMBURSEMENT TO BOARD MEMBER FOR BUSINESS EXPENSES

SUMMARY:

The District's Expense Policy provides, in part, that expense reports submitted for reimbursement by members of the Board are subject to approval by two Board members if submitted to the report reviewer within 60 days after the expenses were paid or incurred. Expense reports submitted outside of this period require approval by the full Board of Directors in order to receive reimbursement. Staff recently received an expense report from Director Peer Swan for October 2012, which requires the approval by the full Board in order to receive reimbursement.

BACKGROUND:

Director Swan has submitted the following expense report for approval and reimbursement (Exhibit "A"):

Time Period & Purpose	Total Expense Requested	Amount Advanced by District	Balance Due to Director Swan
October 2012 – Southwest upgrade to earlier flight for ACWA Water Management Committee Meeting (Sacramento, CA)	\$ 84.00	\$ 0.00	\$ 84.00
October 2012 –Roundtrip mileage to ACWA Regions 9 &10 Joint Program (Riverside, CA) including mileage to transport Director Matheis.	51.97	0.00	51.97
Total	\$ 135.97	\$ 0.00	\$ 135.97

FISCAL IMPACTS:

Approval of expenses for a total of \$135.97, of which the District advanced \$0.00. Subject to Board approval, the amount of \$135.97 will be reimbursed to Director Swan for travel and mileage for District-related expenses for October 2012.

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.

RECOMMENDATION:

THAT THE BOARD APPROVE THE OCTOBER 2012 EXPENSE REPORT SUBMITTED FOR REIMBURSEMENT FOR TRAVEL AND BUSINESS MILEAGE EXPENSES INCURRED BY DIRECTOR PEER SWAN.

LIST OF EXHIBITS:

Exhibit “A” – Expense Report for October 2012 (limited distribution)

**A COPY OF
EXHIBIT “A” CAN BE
OBTAINED FROM THE
DISTRICT SECRETARY**

January 28, 2013
Prepared by: Jacobson/Fournier/Davis
Submitted by: Cheryl Clary
Approved by: Paul Cook

CONSENT CALENDAR

DECEMBER 2012 TREASURY REPORTS

SUMMARY:

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

- A. The Investment Summary Report for December 2012. This Investment Summary Report is in conformity with the 2012 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 December 31, 2012, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$1,351,423, as outlined in Exhibit "C".
- D. The December 31, 2012 Disbursement Summary of the tabulation of checks 335257 through 335831, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$15,368,754, as outlined in Exhibit "D".

FISCAL IMPACTS:

As of December 31, 2012, the book value of the investment portfolio was \$346,194,939, with a 0.38% rate of return and a market value of \$346,455,796. Based on the District's December 31, 2012 quarterly real estate investment rate of return of 10.18%, the District's weighted average return for the fixed income and real estate investments was 2.11%.

As of December 31, 2012, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in December from all swaps was negative \$642,325 and negative \$3,758,489 fiscal year to date.

Payroll ACH payments totaled \$1,351,423 and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll and water purchases for December totaled \$15,368,754.

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 DECEMBER 2012; APPROVE THE DECEMBER 2012 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$1,351,423, AND APPROVE THE DECEMBER 2012 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF CHECKS 335257 THROUGH 335831, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$15,368,754.

LIST OF EXHIBITS:

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

IRVINE RANCH WATER DISTRICT
INVESTMENT SUMMARY REPORT

12/31/12

PRICE	ACQUISITION DATE	CUR. RATE	YIELD	MASTERS DATE	ISSUER	INVESTMENT TYPE	INSTITUTION	PAR AMOUNT	COUNTRY	YIELD	YTD	DEPRECIATION COST	CARRY VALUE	MARKET VALUE	UNREALIZED GAIN/LOSS
100.13%	11/14/12			01/31/13		LAIF	State of California Tsy.	\$50,000,000		0.358%		\$50,000,000.00	\$50,000,000.00	50,065,703.60	65,703.60
100.13%	10/15/12			01/31/13		LAIF-JPA	State of California Tsy.	50,000,000		0.358%		\$50,000,000.00	\$50,000,000.00	50,065,703.60	65,703.60
100.13%	12/17/12			01/16/13		LAIF BABS	State of California Tsy.	42,481,560		0.358%		\$42,481,560.43	\$42,481,560.43	42,537,384.26	55,823.83
100.00%	12/31/12			01/01/13		B of A Tsy. Reserves	Bank of America	8,010,610		0.009%		8,010,610.32	8,010,610.32	8,010,610.32	
100.44%	05/23/11	N/A	N/A	04/11/13	Aaa/AAA/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	1.720%	0.517%		5,112,550.00	5,016,335.27	5,022,000.00	5,664.73
100.01%	12/20/12	N/A	N/A	12/19/13	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.190%	0.183%		10,000,700.00	10,000,676.92	10,001,000.00	323.08
100.40%	04/24/12	N/A	N/A	12/23/13	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.625%	0.304%		5,026,600.00	5,015,575.00	5,020,200.00	4,625.00
100.00%	01/31/12	Continuous	04/27/12	01/27/14	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.350%	0.350%	0.350%	5,000,000.00	5,000,000.00	5,000,100.00	100.00
100.02%	01/30/12	Continuous	01/30/13	01/30/14	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.330%	0.355%	0.380%	4,997,500.00	4,998,652.53	5,000,950.00	2,297.47
101.34%	07/11/12	N/A	N/A	02/25/14	Aaa/AA+/AAA	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	1.375%	0.301%		5,086,800.00	5,060,938.36	5,067,187.50	6,249.14
100.00%	02/09/12	Continuous	04/25/12	04/25/14	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.430%	0.430%	0.430%	5,000,000.00	5,000,000.00	5,000,150.00	150.00
100.15%	05/23/12	N/A	N/A	05/23/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.350%	0.394%		4,995,600.00	4,996,944.11	5,007,300.00	10,355.89
101.71%	04/18/12	N/A	N/A	05/28/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	1.375%	0.354%		5,107,250.00	5,071,314.29	5,085,500.00	14,185.71
100.14%	04/26/12	One Time	04/26/13	10/24/14	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Mortgage Bank	5,000,000	0.600%	0.425%		5,008,700.00	5,006,312.51	5,006,850.00	537.49
100.41%	01/30/12	One Time	01/30/14	01/30/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.750%	0.500%	0.500%	5,024,850.00	5,017,209.08	5,020,250.00	3,040.92
100.41%	01/30/12	One Time	01/30/14	01/30/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	10,000,000	0.750%	0.453%		10,059,000.00	10,040,858.58	10,040,500.00	(358.58)
100.00%	02/09/12	Continuous	05/09/12	02/09/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.460%	0.480%	0.700%	4,997,000.00	4,997,895.07	5,000,150.00	2,254.93
100.00%	03/14/12	Continuous	09/12/12	03/12/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.550%	0.601%	0.855%	4,992,500.00	4,994,510.52	5,000,200.00	5,689.48
100.16%	04/18/12	Continuous	04/16/13	04/16/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.600%	0.617%	0.651%	4,997,500.00	4,998,000.12	5,008,100.00	10,009.88
99.87%	12/18/12	Continuous	03/18/13	06/18/15	Aaa/NA/NR	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.320%	0.360%	0.720%	9,990,000.00	9,990,153.51	9,987,100.00	(3,053.51)
99.98%	12/27/12	Continuous	03/26/13	06/26/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.375%	0.375%	0.375%	10,000,000.00	10,000,000.00	9,997,700.00	(2,300.00)
100.16%	08/28/12	Continuous	08/27/13	08/27/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.480%	0.480%		10,000,000.00	10,000,000.00	10,016,100.00	16,100.00
100.06%	09/17/12	Continuous	09/17/13	09/17/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.480%	0.482%	0.482%	4,999,750.00	4,999,774.20	5,003,000.00	3,225.80
100.06%	09/17/12	Continuous	09/17/13	09/17/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.480%	0.455%	0.472%	5,001,250.00	5,001,129.00	5,003,000.00	1,871.00
100.07%	09/25/12	Quarterly	09/25/13	09/25/15	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.500%	0.470%	0.490%	5,001,500.00	5,001,365.75	5,003,500.00	2,134.25
100.00%	09/28/12	Continuous	12/28/12	09/28/15	NA/AA+/NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.450%	0.470%	0.470%	4,997,000.00	4,997,260.27	5,000,150.00	2,889.73
100.15%	10/17/12	One Time 2yr	10/09/14	10/09/15	Aaa/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.480%	0.460%	0.466%	5,002,000.00	5,001,860.17	5,007,300.00	5,439.83
99.96%	11/29/12	Quarterly	05/15/13	11/16/15	NA/AA+/NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.500%	0.500%	0.500%	5,000,000.00	5,000,000.00	4,997,800.00	(2,200.00)
100.07%	11/30/12	Quarterly	05/24/13	11/24/15	Aaa/AA+/NR	FHLMC - Note	Fed Home Loan Mortgage Bank	5,000,000	0.500%	0.500%	0.500%	5,000,000.00	5,000,000.00	5,003,550.00	3,550.00
99.78%	12/18/12	Continuous	03/18/13	12/18/15	Aaa/AA+/NR	FFCB - Note	Fed Farm Credit Bank	10,000,000	0.400%	0.425%	0.701%	9,992,500.00	9,992,595.89	9,978,200.00	(14,395.89)
99.95%	12/21/12	Continuous	03/21/13	12/21/15	Aaa/AA+/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.410%	0.418%	0.510%	4,998,750.00	4,998,762.56	4,997,300.00	(1,462.56)
101.04%	08/23/12	N/A	N/A	06/20/13		CA ST-RANS-A1	State of California	3,500,000	2.500%	0.430%	0.430%	3,559,535.00	3,539,558.14	3,536,260.00	(3,298.14)
SUB-TOTAL								\$318,992,171				\$319,441,005.75	\$319,229,942.59	\$319,490,799.28	\$260,856.69
RESTRICTED CASH (Swap Collateral Deposits)															
100.00%						Collateral Deposit	Citi-Group	\$18,174,996		0.165%		\$18,174,996.40	\$18,174,996.40	18,174,996.40	
100.00%						Collateral Deposit	Merrill Lynch	\$8,790,000		0.165%		\$8,790,000.00	\$8,790,000.00	8,790,000.00	
SUB-TOTAL								\$26,964,996				\$26,964,996.40	\$26,964,996.40	\$26,964,996.40	
TOTAL INVESTMENTS								\$345,957,167				\$346,406,002.15	\$346,194,938.99	\$346,455,795.68	
						Petty Cash						3,300.00			
						Recent Oct Bal	Bank Bal					(817,692.83)			
							Bank of America					\$345,591,619.32			

(1) LAIF market value is as of the most recent quarter-end as reported by LAIF. Security market values are determined using Bank of New York ("Trading Prices"), Bloomberg and/or broker dealer pricing.	Outstanding Variable Rate Debt	\$364,800,000		
(2) Gain (loss) calculated against carry value using the trading value provided by Bank of New York/or Brokers	Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps)	\$234,800,000		
(3) Real estate rate of return is based on most recent quarter end return	Investment Balance:	\$345,591,619		
	Investment to Variable Rate Debt Ratio:	147%		
	Portfolio - Average Number of Days To Maturity	407		
	Investment Portfolio	Real Estate Portfolio (3)	Weighted Avg. Return	
	December	0.38%	10.18%	2.11%
	November	0.38%	10.18%	2.15%
	Change			

This Investment Summary Report is in conformity with the 2012 Investment Policy and provides sufficient liquidity to meet the next six months estimated expenditures.

A-1

EXHIBIT "A"

IRVINE RANCH WATER DISTRICT
SUMMARY OF MATURITIES

12/31/12

PORTFOLIO

\$345,957,167

DATE	TOTAL	%	LAIF	AGENCIES	VRFD	MONEY MARKET SAVINGS & SWEEP	Co-Interest * Deposit	CAL REV NOTES
12/12	\$34,975,607	10.11%						
1/13	\$142,481,560	41.18%	\$142,481,560			8,010,610	\$26,964,996	
2/13								
3/13								
04/13	\$5,000,000	1.45%		5,000,000				
05/13								
06/13	\$3,500,000	1.01%						3,500,000
07/13								
8/13								
09/13								
10/13								
11/13								
SUB-TOTAL	\$185,957,167	53.75%	\$142,481,560	5,000,000	-	8,010,610	\$26,964,996	\$3,500,000
13 Months - 3 YEARS								
12/31/2013	15,000,000	4.34%		15,000,000				
1/1/2014 - 3/31/2014	\$15,000,000	4.34%		15,000,000				
4/1/2014 - 6/30/2014	\$15,000,000	4.34%		15,000,000				
7/1/2014 - 9/30/2014								
10/1/2014 - 12/31/2014	\$5,000,000	1.45%		5,000,000				
1/1/2015 - 3/31/2015	\$25,000,000	7.23%		25,000,000				
4/1/2015 - 6/30/2015	\$25,000,000	7.23%		25,000,000				
07/1/30/2015 - 9/30/2015	\$30,000,000	8.67%		30,000,000				
10/1/2015 - 12/30/15	\$30,000,000	8.67%		30,000,000				
TOTALS	\$345,957,167	100.00%	\$142,481,560	165,000,000	-	8,010,610	\$26,964,996	\$3,500,000

% OF PORTFOLIO

41.18%

47.69%

2.32%

7.79%

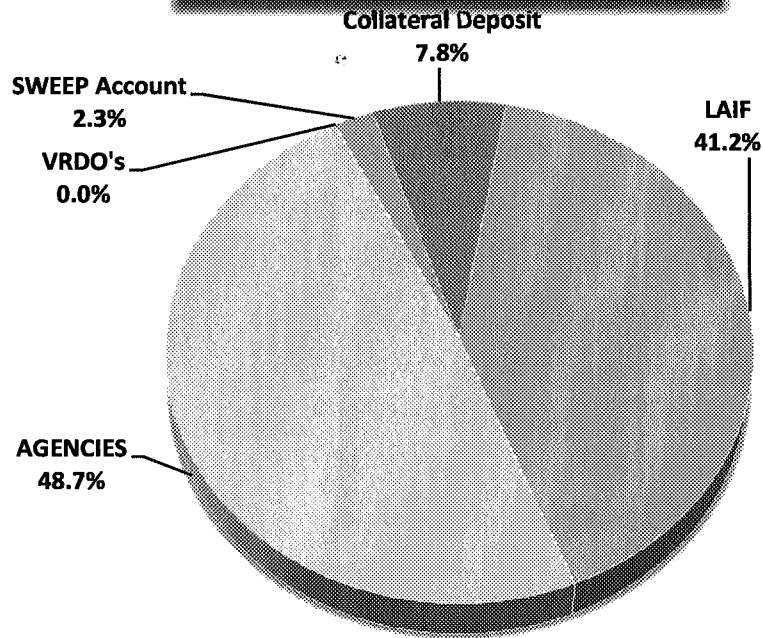
1.01%

* Return of posted collateral is dependant on interest rates.

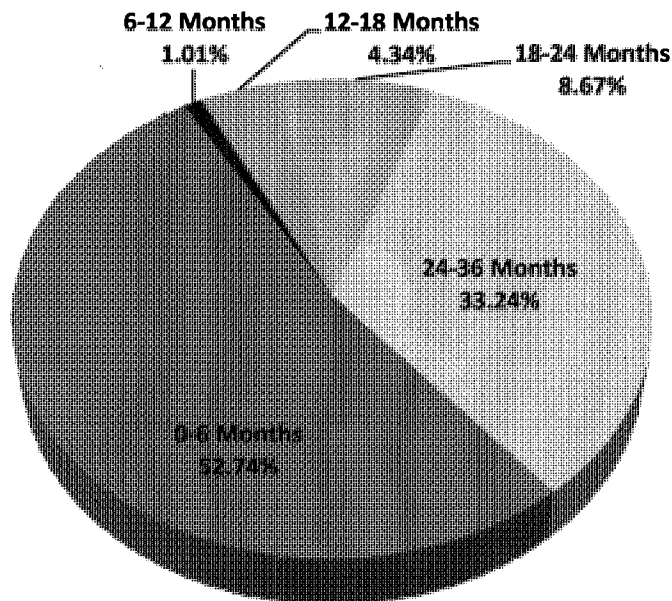
December 2012 INVESTMENT PORTFOLIO

As of December 31, 2012

Portfolio by Investment Type



Portfolio by Maturities



Irvine Ranch Water District
 Summary of Real Estate
 12/31/2012

	<u>ACQUISITION DATE</u>	<u>PROPERTY TYPE</u>	<u>OWNERSHIP INTEREST</u>	<u>ORIGINAL COST</u>	<u>RATE OF RETURN QUARTER ENDED Dec-12</u>
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$ 43,550,810	12.66%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	8.61%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$ 5,739,845	9.63%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$ 8,630,577	4.34%
Sand Canyon Professional Center	Jul-12	Medical Building	Fee Simple	\$ 8,648,594	4.97%
				<u>\$ 72,569,826</u>	<u>10.18%</u>

IRVINE RANCH WATER DISTRICT
INVESTMENT SUMMARY REPORT

Joint Powers Agency - Investment Contracts

12/31/2012

Settlement Date	JPA Issue	Investment Contract	Original Cost	Current Par	Market Value 12/31/12
10/25/1994	JPA - Issue #1	AIG Matched Funding Corp. 7.705% Due 2-15-14	\$ 407,878,616	\$ 254,221,200	\$ 254,221,200
10/25/1994	JPA - Issue #2	Federal National Mortgage Assoc. 8.18% Due 2-15-14	\$ 518,644,189	\$ 365,414,156	\$ 397,855,625
			<u>\$ 926,522,805</u>	<u>\$ 619,635,356</u>	<u>\$ 652,076,825</u>

IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT
INVESTMENT ACTIVITY
Dec-12

MATURITIES/SALES

PURCHASES

DATE	SECURITY TYPE	PAR	YIELD	DATE	SECURITY TYPE	PAR	YIELD
12/19/2012	FHLMC - NOTE	\$5,000,000	0.63%	12/18/2012	FFCB - NOTE	\$10,000,000	0.36%
12/29/2012	FNMA - NOTE	\$10,000,000	0.69%	12/18/2012	FFCB - NOTE	\$10,000,000	0.43%
				12/20/2012	FFCB - NOTE	\$10,000,000	0.18%
				12/21/2012	FHLB NOTE	\$5,000,000	0.42%
				12/27/2012	FFCB - NOTE	\$10,000,000	0.38%

LAIF ACTIVITY

12/04/12	LAIF -MAIN	(\$3,500,000)
12/05/12	LAIF -MAIN	\$3,500,000
12/17/12	LAIF - BABs	\$22,200,000
		<hr/>
	Increase/(Decrease)	<u>\$22,200,000</u>

COLLATERALIZED DEPOSIT ACTIVITY

Balance Forward	\$25,793,077
CITIGROUP	\$1,171,920
Merrill Lynch	
	<hr/>
Balance at 12/31	<u>\$26,964,997</u>

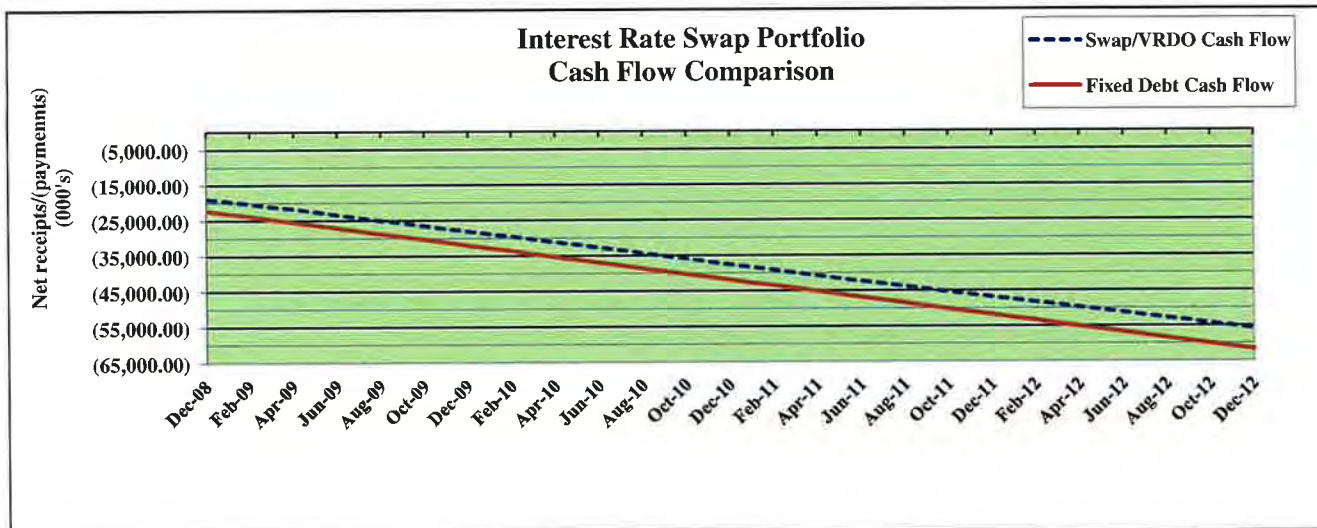
**IRVINE RANCH WATER DISTRICT
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL
December 31, 2012**

Exhibit "B"

								LIBOR Avg %	Prior Mo.	Current Mo.	12-Mo Avg			
								0.21%	0.21%	0.24%				
Current Fiscal Year Active Swaps								Cash Flow				(Since 6/06)	Mark to Market	
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference	
Fixed Payer Swaps - By Effective Date														
6/4/2006	6/4/2019	6.4	ML	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (96,379)	\$ (103,094)	\$ (603,548)	\$ (5,646,395)	\$ 13,587,206	\$ (6,412,794)	
6/4/2006	6/4/2019	6.4	CG	\$ 20,000,000	FXP	LIBOR	6.200%	\$ (96,379)	\$ (103,094)	(603,548)	(5,646,395)	13,577,713	(6,422,287)	
6/17/2006	6/17/2019	6.5	CG	\$ 30,000,000	FXP	LIBOR	6.140%	\$ (143,104)	\$ (153,241)	(896,373)	(8,363,660)	20,443,022	(9,556,978)	
3/10/2007	3/10/2029	16.2	ML	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (132,140)	\$ (141,448)	(827,510)	(7,380,928)	16,106,797	(13,893,203)	
3/10/2007	3/10/2029	16.2	CG	\$ 30,000,000	FXP	LIBOR	5.687%	\$ (132,140)	\$ (141,448)	(827,510)	(7,380,928)	16,035,450	(13,964,550)	
Totals/Weighted Avgs		10.9		\$ 130,000,000			5.949%	\$ (600,142)	\$ (642,325)	\$ (3,758,489)	\$ (34,418,307)	\$ 79,750,188	\$ (50,249,812)	
Total Current Year Active Swaps				\$ 130,000,000				\$ (600,142)	\$ (642,325)	\$ (3,758,489)	\$ (34,418,307)	\$ 79,750,188	\$ (50,249,812)	

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

Current Fiscal Year - Total Swaps								Cash Flow				Mark to Market	
								Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Active & Terminated Swaps				\$ 130,000,000				\$ (600,142)	\$ (642,325)	\$ (3,758,489)	\$ (34,418,307)	\$ 79,750,188	\$ (50,249,812)



Cash Flow Comparison Synthetic Fixed vs. Fixed Rate Debt	
Cash Flow to Date	
Synthetic Fixed =	\$55,738,749
Fixed Rate =	\$61,724,884
Assumptions:	
- Fixed rate debt issued at 5.10% in Jun-06, and 4.93% in Mar-07 (estimated TE rates - Bloomberg)	
- 'Synthetic' includes swap cash flow + interest + fees to date	

Exhibit "C"

MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS

December
2012

DATE	AMOUNT	VENDOR	PURPOSE
12/14/2012	665,418.04	BANK OF AMERICA	PAYROLL 12/14/2012.
12/28/2012	686,004.60	BANK OF AMERICA	PAYROLL 12/28/2012
	<u><u>\$1,351,422.64</u></u>		

Exhibit "D"

IRWD Ledger Payment Register For 01-DEC-12 To 31-DEC-12 Report Date: 03-JAN-2013 11:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 1
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335257		04-DEC-12	JCI JONES CHEMICALS INC	CINCINNATI	5,505.50	07-DEC-12	5,505.50	Reconciled
335258		04-DEC-12	BOWIE, ARNESON, WILES & GIANNONE	PAY	57,557.96	12-DEC-12	57,557.96	Reconciled
335259		04-DEC-12	OCWA	IRVINE	300.00	14-DEC-12	300.00	Reconciled
335260		06-DEC-12	Andrew Parr		235.00	11-DEC-12	235.00	Reconciled
335261		06-DEC-12	David Cole		282.00	14-DEC-12	282.00	Reconciled
335262		06-DEC-12	David Perez		145.00	10-DEC-12	145.00	Reconciled
335263		06-DEC-12	Franklin Soto		200.00	11-DEC-12	200.00	Reconciled
335264		06-DEC-12	James Lassalette		60.00			Negotiable
335265		06-DEC-12	James Reed		50.00	13-DEC-12	50.00	Reconciled
335266		06-DEC-12	Janet Wells		80.37	13-DEC-12	80.37	Reconciled
335267		06-DEC-12	Mark Sarabia		170.00			Negotiable
335268		06-DEC-12	Martha Ramos		116.48	10-DEC-12	116.48	Reconciled
335269		06-DEC-12	Matt Marshall		80.00	12-DEC-12	80.00	Reconciled
335270		06-DEC-12	Matthew Daniel		220.00	10-DEC-12	220.00	Reconciled
335271		06-DEC-12	Steven Malloy		343.00	12-DEC-12	343.00	Reconciled
335272		06-DEC-12	ORANGE, COUNTY OF		400.00			Negotiable
335273		06-DEC-12	3M COMPANY		118.50	19-DEC-12	118.50	Reconciled
335274		06-DEC-12	A & Y ASPHALT CONTRACTORS INC		32,777.00	13-DEC-12	32,777.00	Reconciled
335275		06-DEC-12	AAF INTERNATIONAL		1,778.50	10-DEC-12	1,778.50	Reconciled
335276		06-DEC-12	ACTION ELECTRIC CORP		850.94			Negotiable
335277		06-DEC-12	ACWA		28,693.50	14-DEC-12	28,693.50	Reconciled
335278		06-DEC-12	ADS LLC		3,873.00	10-DEC-12	3,873.00	Reconciled
335279		06-DEC-12	AFLAC		8,502.11	17-DEC-12	8,502.11	Reconciled
335280		06-DEC-12	AKM CONSULTING ENGINEERS, INC.		22,702.00	14-DEC-12	22,702.00	Reconciled
335281		06-DEC-12	ANDERSONPENNA PARTNERS, INC		13,157.50	14-DEC-12	13,157.50	Reconciled
335282		06-DEC-12	APCO GRAPHICS INC		393.91	10-DEC-12	393.91	Reconciled
335283		06-DEC-12	APD CONSULTANTS INC		7,300.00			Negotiable
335284		06-DEC-12	APPLIED INDUSTRIAL TECHNOLOGIES - CA LLC		85.88	10-DEC-12	85.88	Reconciled
335285		06-DEC-12	ARCADIS U.S., INC.		4,230.00	10-DEC-12	4,230.00	Reconciled
335286		06-DEC-12	AT&T		80.65	11-DEC-12	80.65	Reconciled
335287		06-DEC-12	AT&T		95.55	12-DEC-12	95.55	Reconciled
335288		06-DEC-12	AXA EQUITABLE LIFE INSURANCE COMPANY		9,780.00	19-DEC-12	9,780.00	Reconciled
335289		06-DEC-12	BATTERY SPECIALTIES		400.94	17-DEC-12	400.94	Reconciled
335290		06-DEC-12	BELL TOWER FLORIST & GIFTS		140.05			Negotiable

IRWD Ledger Payment Register For 01-DEC-12 To 31-DEC-12 Report Date: 03-JAN-2013 11:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 2
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335291		06-DEC-12	BETA SYSTEMS SOFTWARE OF NORTH AMERICA INC		1,549.93	11-DEC-12	1,549.93	Reconciled
335292		06-DEC-12	BIOMAGIC INC		7,282.02	12-DEC-12	7,282.02	Reconciled
335293		06-DEC-12	BK FOUNTAIN WORKS		599.40	07-DEC-12	599.40	Reconciled
335294		06-DEC-12	BLOOMBERG FINANCE LP		16,380.00	14-DEC-12	16,380.00	Reconciled
335295		06-DEC-12	BOTTOM LINE UTILITY SOLUTIONS, INC.		4,292.79	12-DEC-12	4,292.79	Reconciled
335296		06-DEC-12	BRENNTAG PACIFIC INC		28,339.12	14-DEC-12	28,339.12	Reconciled
335297		06-DEC-12	BUTIER ENGINEERING INC		23,302.00	12-DEC-12	23,302.00	Reconciled
335298		06-DEC-12	C L OLSON & ASSOCIATES, INC.		2,520.00	10-DEC-12	2,520.00	Reconciled
335299		06-DEC-12	C WELLS PIPELINE MATERIALS INC		28,447.10	19-DEC-12	28,447.10	Reconciled
335300		06-DEC-12	CALIFORNIA BARRICADE INC		4,610.00	11-DEC-12	4,610.00	Reconciled
335301		06-DEC-12	CAPTIVE AUDIENCE MARKETING INC.		85.12	11-DEC-12	85.12	Reconciled
335302		06-DEC-12	CHO DESIGN ASSOCIATES, INC		165.00	14-DEC-12	165.00	Reconciled
335303		06-DEC-12	CITY OF IRVINE		5,577.27	14-DEC-12	5,577.27	Reconciled
335304		06-DEC-12	CLA-VAL COMPANY		5,732.74	12-DEC-12	5,732.74	Reconciled
335305		06-DEC-12	COAST PLUMBING		250.00	07-DEC-12	250.00	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
335306	06-DEC-12	HEATING AND AIR, INC			510.00	12-DEC-12	510.00	Reconciled
335307	06-DEC-12	COASTAL TRAFFIC SYSTEMS, INC			2,431.14	11-DEC-12	2,431.14	Reconciled
335308	06-DEC-12	COLONIAL LIFE & ACCIDENT INSURANCE CO.			467.00	10-DEC-12	467.00	Reconciled
335309	06-DEC-12	COMMERCIAL DOOR OF ORANGE COUNTY, INC.			15,991.60	13-DEC-12	15,991.60	Reconciled
335310	06-DEC-12	COMPUCOM SYSTEMS, INC.			8,346.84			Negotiable
335311	06-DEC-12	ONEYBEARE INC			1,333.05	10-DEC-12	1,333.05	Reconciled
335312	06-DEC-12	CREDENTIAL CHECK CORPORATION			1,373.82	11-DEC-12	1,373.82	Reconciled
335313	06-DEC-12	D & G SIGNS			4,120.33	14-DEC-12	4,120.33	Reconciled
335314	06-DEC-12	D & H WATER SYSTEMS INC.			2,418.75	11-DEC-12	2,418.75	Reconciled
335314	06-DEC-12	DUDEK			2,418.75	11-DEC-12	2,418.75	Reconciled

IRWD Ledger
 BANK: Bank of America N.A. Branch: Los Angeles Account: Checking AP and PR Report Date: 03-JAN-2013 11:42
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar) Page: 3
 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								
335315	06-DEC-12	EAGLE GRAPHICS INC			5,750.25	12-DEC-12	5,750.25	Reconciled
335316	06-DEC-12	EAST ORANGE COUNTY WATER DISTRICT			1,539.90	10-DEC-12	1,539.90	Reconciled
335317	06-DEC-12	ENDRESS AND HAUSER INC			2,604.67	11-DEC-12	2,604.67	Reconciled
335318	06-DEC-12	ENVIRONMENTAL WATER MANAGEMENT INC			7,500.00			Negotiable
335319	06-DEC-12	EPD USA INC			1,273.73	11-DEC-12	1,273.73	Reconciled
335320	06-DEC-12	ESA PWA			13,299.43	17-DEC-12	13,299.43	Reconciled
335321	06-DEC-12	EXTERRAN ENERGY SOLUTIONS LP			7,149.60	14-DEC-12	7,149.60	Reconciled
335322	06-DEC-12	FIERRO, SERGIO D			2,675.25	10-DEC-12	2,675.25	Reconciled
335323	06-DEC-12	FISERV			295.50	10-DEC-12	295.50	Reconciled
335324	06-DEC-12	FISHER SCIENTIFIC COMPANY LLC			988.76	10-DEC-12	988.76	Reconciled
335325	06-DEC-12	FORTIS RESOURCE PARTNERS INC			6,698.20	19-DEC-12	6,698.20	Reconciled
335326	06-DEC-12	FT ZIEBARTH COMPANY			44,236.35	18-DEC-12	44,236.35	Reconciled
335327	06-DEC-12	GEOSCIENCE SUPPORT SERVICES INC			100,211.00	14-DEC-12	100,211.00	Reconciled
335328	06-DEC-12	GLOBALSTAR INC			170.13	10-DEC-12	170.13	Reconciled
335329	06-DEC-12	GOLDEN BELL PRODUCTS			11,719.50	14-DEC-12	11,719.50	Reconciled
335330	06-DEC-12	GRAINGER			1,194.57	10-DEC-12	1,194.57	Reconciled
335331	06-DEC-12	GRAYBAR ELECTRIC COMPANY			2,969.83	10-DEC-12	2,969.83	Reconciled
335332	06-DEC-12	GRIFFIN DEWATERING CORPORATION			3,826.62	10-DEC-12	3,826.62	Reconciled
335333	06-DEC-12	HACH COMPANY			352.66	10-DEC-12	352.66	Reconciled
335334	06-DEC-12	HARMSWORTH ASSOCIATES			1,497.00	18-DEC-12	1,497.00	Reconciled
335335	06-DEC-12	HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY			230.43	10-DEC-12	230.43	Reconciled
335336	06-DEC-12	HDR ENGINEERING INC			234,881.15	14-DEC-12	234,881.15	Reconciled
335337	06-DEC-12	HEALTH SCIENCE ASSOCIATES, INC.			2,614.80	12-DEC-12	2,614.80	Reconciled
335338	06-DEC-12	HELP/SYSTEMS-IL, LLC			2,120.00	10-DEC-12	2,120.00	Reconciled
335339	06-DEC-12	HILL BROTHERS CHEMICAL COMPANY			16,471.00	12-DEC-12	16,471.00	Reconciled
335340	06-DEC-12	HOME DEPOT USA INC			473.30	17-DEC-12	473.30	Reconciled
335341	06-DEC-12	II FUELS INC			29,340.34	17-DEC-12	29,340.34	Reconciled

IRWD Ledger
 BANK: Bank of America N.A. Branch: Los Angeles Account: Checking AP and PR Report Date: 03-JAN-2013 11:42
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar) Page: 4
 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								
335342	06-DEC-12	IRVINE COMMUNITY DEVELOPMENT COMPANY			9,395.00	20-DEC-12	9,395.00	Reconciled
335343	06-DEC-12	IRVINE PIPE & SUPPLY INC			343.67	14-DEC-12	343.67	Reconciled
335344	06-DEC-12	IRWD-PETTY CASH CUSTODIAN			636.25	11-DEC-12	636.25	Reconciled
335345	06-DEC-12	JCI JONES			2,048.81	10-DEC-12	2,048.81	Reconciled

335346	06-DEC-12	CHEMICALS INC JOHN G. ALEVIZOS D.O. INC.	411.98	11-DEC-12	411.98	Reconciled
335347	06-DEC-12	KELLY SERVICES INC	4,930.40	10-DEC-12	4,930.40	Reconciled
335348	06-DEC-12	KERN COUNTY TREASURER TAX COLLECTOR	51,450.97			Negotiable
335349	06-DEC-12	KINGS COUNTY TAX COLLECTOR	27,001.10			Negotiable
335350	06-DEC-12	LUBRICATION ENGINEERS, INC.	4,202.90	10-DEC-12	4,202.90	Reconciled
335351	06-DEC-12	MARKET-THINK LLC	3,900.00	12-DEC-12	3,900.00	Reconciled
335352	06-DEC-12	MARVIN GARDENS LLC	1,341.14	06-DEC-12	1,341.14	Reconciled
335353	06-DEC-12	MBC APPLIED ENVIRONMENTAL SCIENCES	1,250.00	10-DEC-12	1,250.00	Reconciled
335354	06-DEC-12	MBF CONSULTING, INC.	4,914.66	11-DEC-12	4,914.66	Reconciled
335355	06-DEC-12	MOUSE GRAPHICS	850.74	10-DEC-12	850.74	Reconciled
335356	06-DEC-12	MSC INDUSTRIAL SUPPLY CO	1,197.66	12-DEC-12	1,197.66	Reconciled
335357	06-DEC-12	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	12,400.00	12-DEC-12	12,400.00	Reconciled
335358	06-DEC-12	NATIONAL READY MIXED CONCRETE CO	1,606.35	10-DEC-12	1,606.35	Reconciled
335359	06-DEC-12	NMG GEOTECHNICAL INC	7,056.60	12-DEC-12	7,056.60	Reconciled
335360	06-DEC-12	OLIN CORPORATION	12,835.81	14-DEC-12	12,835.81	Reconciled
335361	06-DEC-12	ONESOURCE DISTRIBUTORS LLC	2,859.55	10-DEC-12	2,859.55	Reconciled
335362	06-DEC-12	OSTS, INC	2,497.50	10-DEC-12	2,497.50	Reconciled
335363	06-DEC-12	PACIFIC COAST BOLT CORP	3,614.94	10-DEC-12	3,614.94	Reconciled
335364	06-DEC-12	PACIFIC HYDROTECH CORPORATION	139,350.64	14-DEC-12	139,350.64	Reconciled
335365	06-DEC-12	PASCAL & LUDWIG CONSTRUCTORS	189,510.40	13-DEC-12	189,510.40	Reconciled

IRWD Ledger Payment Register For 01-DEC-12 To 31-DEC-12 Report Date: 03-JAN-2013 11:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 5
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335366		06-DEC-12	PASCAL & LUDWIG CONSTRUCTORS		383.45	07-DEC-12	383.45	Reconciled
335367		06-DEC-12	PINNACLE LANDSCAPE COMPANY		6,560.00	13-DEC-12	6,560.00	Reconciled
335368		06-DEC-12	PRAXAIR DISTRIBUTION INC		1,228.53	12-DEC-12	1,228.53	Reconciled
335369		06-DEC-12	PRE-PAID LEGAL SERVICES INC		2,168.40	12-DEC-12	2,168.40	Reconciled
335370		06-DEC-12	PROBOLSKY RESEARCH LLC		25,000.00			Negotiable
335371		06-DEC-12	FRUDENTIAL OVERALL SUPPLY		147.10	10-DEC-12	147.10	Reconciled
335372		06-DEC-12	FSOMAS		1,971.75	12-DEC-12	1,971.75	Reconciled
335373		06-DEC-12	RAINBOW DISPOSAL CO INC		482.22	10-DEC-12	482.22	Reconciled
335374		06-DEC-12	RAM AIR ENGINEERING INC		1,427.04	07-DEC-12	1,427.04	Reconciled
335375		06-DEC-12	RBF CONSULTING		7,697.47	14-DEC-12	7,697.47	Reconciled
335376		06-DEC-12	REED, JAMES D		1,952.89	17-DEC-12	1,952.89	Reconciled
335377		06-DEC-12	ROCKET SOFTWARE, INC.		6,368.58	14-DEC-12	6,368.58	Reconciled
335378		06-DEC-12	SANTA ANA BLUE PRINT		20.69	14-DEC-12	20.69	Reconciled
335379		06-DEC-12	SCHINDLER ELEVATOR CORPORATION		176.40	11-DEC-12	176.40	Reconciled
335380		06-DEC-12	SHAMROCK SUPPLY CO INC		703.80	07-DEC-12	703.80	Reconciled
335381		06-DEC-12	SIGMA-ALDRICH INC		321.20	10-DEC-12	321.20	Reconciled
335382		06-DEC-12	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		2,508.13	12-DEC-12	2,508.13	Reconciled
335383		06-DEC-12	SOUTH COAST ANSWERING SERVICE		484.28	12-DEC-12	484.28	Reconciled
335384		06-DEC-12	SOUTHERN CALIFORNIA EDISON COMPANY		1,639.00	10-DEC-12	1,639.00	Reconciled
335385		06-DEC-12	SOUTHERN CALIFORNIA EDISON COMPANY		364,107.33	10-DEC-12	364,107.33	Reconciled
335386		06-DEC-12	SPATIAL WAVE, INC.		16,128.00	12-DEC-12	16,128.00	Reconciled
335387		06-DEC-12	SUPERMEDIA LLC		71.25	11-DEC-12	71.25	Reconciled
335388		06-DEC-12	TEKDRAULICS		1,934.11	10-DEC-12	1,934.11	Reconciled
335389		06-DEC-12	TESTAMERICA LABORATORIES, INC		532.35	12-DEC-12	532.35	Reconciled
335390		06-DEC-12	TETRA TECH, INC		5,226.40	14-DEC-12	5,226.40	Reconciled
335391		06-DEC-12	THE FURMAN GROUP		20,235.00			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 6
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335392		06-DEC-12	THYSSENKRUPP ELEVATOR		210.87	10-DEC-12	210.87	Reconciled
335393		06-DEC-12	TROPICAL PLAZA NURSERY INC		3,489.88	10-DEC-12	3,489.88	Reconciled
335394		06-DEC-12	TRUCPARCO		128.59	10-DEC-12	128.59	Reconciled
335395		06-DEC-12	TRUGREEN LANDCARE LLC		2,302.08	10-DEC-12	2,302.08	Reconciled
335396		06-DEC-12	ULTRA SCIENTIFIC		1,904.70	12-DEC-12	1,904.70	Reconciled
335397		06-DEC-12	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		645.00	12-DEC-12	645.00	Reconciled
335398		06-DEC-12	UNITED PARCEL SERVICE INC		118.57	10-DEC-12	118.57	Reconciled
335399		06-DEC-12	US BANK NAT'L ASSOCIATION NORTH DAKOTA		92,283.37	18-DEC-12	92,283.37	Reconciled
335400		06-DEC-12	US PEROXIDE LLC		6,261.65	14-DEC-12	6,261.65	Reconciled
335401		06-DEC-12	VA CONSULTING, INC		1,502.00	10-DEC-12	1,502.00	Reconciled
335402		06-DEC-12	VERIZON CALIFORNIA INC		227.70	12-DEC-12	227.70	Reconciled
335403		06-DEC-12	VERIZON WIRELESS SERVICES LLC		6,299.43	17-DEC-12	6,299.43	Reconciled
335404		06-DEC-12	VULCAN MATERIALS COMPANY		2,481.02	10-DEC-12	2,481.02	Reconciled
335405		06-DEC-12	WALTERS WHOLESALE ELECTRIC		4,284.95	11-DEC-12	4,284.95	Reconciled
335406		06-DEC-12	WAXIE'S ENTERPRISES, INC		1,197.84	10-DEC-12	1,197.84	Reconciled
335407		06-DEC-12	WECK LABORATORIES INC		438.00	07-DEC-12	438.00	Reconciled
335408		06-DEC-12	WEST COAST SAND & GRAVEL INC.		378.19	07-DEC-12	378.19	Reconciled
335409		06-DEC-12	WESTERN WEATHER GROUP INC		1,798.00	13-DEC-12	1,798.00	Reconciled
335410		06-DEC-12	WIRELESS WATCHDOGS LLC		988.00	18-DEC-12	988.00	Reconciled
335411		06-DEC-12	Alex Harris	HOME	2,268.66	14-DEC-12	2,268.66	Reconciled
335412		12-DEC-12	HAMILTON, KURT	PURCHASE_P AY	1,431.47	20-DEC-12	1,431.47	Reconciled
335413		12-DEC-12	ANTHEM BLUE CROSS	LOS ANGELES	388.80	17-DEC-12	388.80	Reconciled
335414		13-DEC-12	Arseny Kalinsky		363.75	17-DEC-12	363.75	Reconciled
335415		13-DEC-12	Bonnie Steward		124.95	20-DEC-12	124.95	Reconciled
335416		13-DEC-12	Carl Spangenberg		115.00	17-DEC-12	115.00	Reconciled
335417		13-DEC-12	Cynthia Beck		257.39	24-DEC-12	257.39	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 7
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335418		13-DEC-12	Dale Alberts		80.00	14-DEC-12	80.00	Reconciled
335419		13-DEC-12	Dana Wehr		603.40			Voided
335420		13-DEC-12	Douglas Reinhart		29.10			Negotiable
335421		13-DEC-12	John Withers		17.76	17-DEC-12	17.76	Reconciled
335422		13-DEC-12	Leslie Bonkowski		195.95	21-DEC-12	195.95	Reconciled
335423		13-DEC-12	Mary Matheis		19.98			Negotiable
335424		13-DEC-12	Michael Hoffman		200.00	24-DEC-12	200.00	Reconciled
335425		13-DEC-12	Michelle Klein		146.86			Negotiable
335426		13-DEC-12	Thomas Bonkowski		27.61	21-DEC-12	27.61	Reconciled
335427		13-DEC-12	Timothy Koenig		190.00	17-DEC-12	190.00	Reconciled
335428		13-DEC-12	61 BOULDER VIEW LLC		104.03	19-DEC-12	104.03	Reconciled
335429		13-DEC-12	A & Y ASPHALT CONTRACTORS INC		10,670.00	18-DEC-12	10,670.00	Reconciled
335430		13-DEC-12	ABOULELA, KAL		15.00			Negotiable
335431		13-DEC-12	ACCURATE AIR ENGINEERING INC		887.39	18-DEC-12	887.39	Reconciled
335432		13-DEC-12	ACHARYA, CLAUDIA		25.26	26-DEC-12	25.26	Reconciled
335433		13-DEC-12	ACTION ELECTRIC CORP		2,436.48	17-DEC-12	2,436.48	Reconciled
335434		13-DEC-12	AIRGAS-WEST, INC.		113.04	17-DEC-12	113.04	Reconciled
335435		13-DEC-12	ALEXANDER CONTRACT SERVICES INC		100,171.04	20-DEC-12	100,171.04	Reconciled
335436		13-DEC-12	ALMEGA ENVIRONMENTAL & TECHNICAL SERVICES		8,845.52	21-DEC-12	8,845.52	Reconciled
335437		13-DEC-12	ALOMARI, TARIQ		21.96			Negotiable

335438	13-DEC-12	AMINLOO, KAMARAN	42.22	17-DEC-12	42.22	Reconciled
335439	13-DEC-12	ARCADIS U.S., INC.	2,740.00	17-DEC-12	2,740.00	Reconciled
335440	13-DEC-12	ASRANI, FAL	50.00			Negotiable
335441	13-DEC-12	ASSOCIATED POWER INC	1,966.07	17-DEC-12	1,966.07	Reconciled
335442	13-DEC-12	ASSOCIATION OF CALIFORNIA WATER AGENCIES/JPIA	31,977.76	21-DEC-12	31,977.76	Reconciled
335443	13-DEC-12	AT&T	48.21	18-DEC-12	48.21	Reconciled
335444	13-DEC-12	AT&T	121.50	19-DEC-12	121.50	Reconciled
335445	13-DEC-12	AT&T	3,739.52	20-DEC-12	3,739.52	Reconciled
335446	13-DEC-12	BAILEY, ERICA	24.80	26-DEC-12	24.80	Reconciled
335447	13-DEC-12	BATURAY, MEHMET	31.13	20-DEC-12	31.13	Reconciled
335448	13-DEC-12	BDC SPECIAL WASTE	200.00	18-DEC-12	200.00	Reconciled
335449	13-DEC-12	BELL PIPE & SUPPLY CO	1,793.97	18-DEC-12	1,793.97	Reconciled
335450	13-DEC-12	BLACK & VEATCH CORPORATION	81,091.25	20-DEC-12	81,091.25	Reconciled
335451	13-DEC-12	BOYD & ASSOCIATES	3,708.00	18-DEC-12	3,708.00	Reconciled

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335452		13-DEC-12	CALIFORNIA BARRICADE INC		9,561.07			Negotiable
335453		13-DEC-12	CALIFORNIA DEPT OF PUBLIC HEALTH		120.00			Negotiable
335454		13-DEC-12	CALIFORNIA PACIFIC HOMES		37.02	18-DEC-12	37.02	Reconciled
335455		13-DEC-12	CASTELBLANCO, LINDA M		76.20	21-DEC-12	76.20	Reconciled
335456		13-DEC-12	CHEN, TANJU		42.80	19-DEC-12	42.80	Reconciled
335457		13-DEC-12	CHEN, YA S		15.00	24-DEC-12	15.00	Reconciled
335458		13-DEC-12	CHIMA-OKEREKE, ONYINYECHI		10.26			Negotiable
335459		13-DEC-12	CHOI, GINA		19.28	17-DEC-12	19.28	Reconciled
335460		13-DEC-12	CITY OF IRVINE		1,036.96	19-DEC-12	1,036.96	Reconciled
335461		13-DEC-12	CITY OF ORANGE		231.00	18-DEC-12	231.00	Reconciled
335462		13-DEC-12	CITY OF TUSTIN		108.98	17-DEC-12	108.98	Reconciled
335463		13-DEC-12	CLEAN ENERGY FUELS		1,159.29	19-DEC-12	1,159.29	Reconciled
335464		13-DEC-12	CNC ENGINEERING, INC		1,830.00	19-DEC-12	1,830.00	Reconciled
335465		13-DEC-12	COASTAL TRAFFIC SYSTEMS, INC		510.00			Negotiable
335466		13-DEC-12	COMMERCIAL CLEANING SYSTEMS INC		10,733.99	18-DEC-12	10,733.99	Reconciled
335467		13-DEC-12	COMPUCOM SYSTEMS, INC.		103,902.66	19-DEC-12	103,902.66	Reconciled
335468		13-DEC-12	CONDITION MONITORING SERVICES INC		536.81	17-DEC-12	536.81	Reconciled
335469		13-DEC-12	CONYBEARE INC		16,159.86			Negotiable
335470		13-DEC-12	CORELOGIC INC		42.00	19-DEC-12	42.00	Reconciled
335471		13-DEC-12	CR & R INCORPORATED		12.20	19-DEC-12	12.20	Reconciled
335472		13-DEC-12	DAVLIN, RENEE*		33.62			Negotiable
335473		13-DEC-12	DDB ENGINEERING, INC.		7,931.10	18-DEC-12	7,931.10	Reconciled
335474		13-DEC-12	DISCOVERY SCIENCE CENTER		6,640.08	18-DEC-12	6,640.08	Reconciled
335475		13-DEC-12	DLT SOLUTIONS INC		34,393.63	20-DEC-12	34,393.63	Reconciled
335476		13-DEC-12	DODSON, ROBERT		53.55	18-DEC-12	53.55	Reconciled
335477		13-DEC-12	EAST ORANGE COUNTY WATER DISTRICT		1,829.65	19-DEC-12	1,829.65	Reconciled
335478		13-DEC-12	EI&C ENGINEERING INC		4,180.00			Negotiable
335479		13-DEC-12	ELLSTROM, JOSLYN		33.22			Negotiable

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335480		13-DEC-12	EMPLOYEE BENEFIT SPECIALIST, INC		650.00	17-DEC-12	650.00	Reconciled
335481		13-DEC-12	ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.		13,466.72	19-DEC-12	13,466.72	Reconciled
335482		13-DEC-12	ENVIRONMENTAL EXPRESS INC		552.30	17-DEC-12	552.30	Reconciled
335483		13-DEC-12	ENVIRONMENTAL RESOURCE		256.76	17-DEC-12	256.76	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
335484		13-DEC-12	ASSOCIATES ENVIRONMENTAL WATER MANAGEMENT INC		5,000.00	19-DEC-12	5,000.00	Reconciled
335485		13-DEC-12	EVOLVE MEDIA		110.00	17-DEC-12	110.00	Reconciled
335486		13-DEC-12	EXPRESSAIR		70.00	21-DEC-12	70.00	Reconciled
335487		13-DEC-12	EXTERRAN ENERGY SOLUTIONS LP		8,272.24	21-DEC-12	8,272.24	Reconciled
335488		13-DEC-12	FEDEX		120.56	18-DEC-12	120.56	Reconciled
335489		13-DEC-12	FIDELITY SECURITY LIFE INSURANCE COMPANY		5,741.48	24-DEC-12	5,741.48	Reconciled
335490		13-DEC-12	FIELD ASSETS SERVICES		25.65			Negotiable
335491		13-DEC-12	FIRST CHOICE SERVICES		163.38	19-DEC-12	163.38	Reconciled
335492		13-DEC-12	FISHER SCIENTIFIC COMPANY LLC		518.05	17-DEC-12	518.05	Reconciled
335493		13-DEC-12	FIVE POINT PARTNERS LLC		13,428.46	20-DEC-12	13,428.46	Reconciled
335494		13-DEC-12	FORBES COMPUTER GROUP, INC.		92.03	21-DEC-12	92.03	Reconciled
335495		13-DEC-12	FORTIS RESOURCE PARTNERS INC		11,530.40	19-DEC-12	11,530.40	Reconciled
335496		13-DEC-12	GITIBIN, KEYKAVOUS		65.13			Negotiable
335497		13-DEC-12	GOOGLE INC.		1,046.52	18-DEC-12	1,046.52	Reconciled
335498		13-DEC-12	GRAINGER		9,783.89	20-DEC-12	9,783.89	Reconciled
335499		13-DEC-12	GREENSTONE SYSTEM INC		27.47			Negotiable
335500		13-DEC-12	GUTIERREZ-LILLY, YOLANDA		12.29			Negotiable
335501		13-DEC-12	HABERMEHL, BRANDI		28.28	17-DEC-12	28.28	Reconciled
335502		13-DEC-12	HAMMOUD, AMAL		40.97	21-DEC-12	40.97	Reconciled
335503		13-DEC-12	HANSEN, PATRICIA		11.63			Negotiable
335504		13-DEC-12	HARMSWORTH ASSOCIATES		5,662.50	19-DEC-12	5,662.50	Reconciled
335505		13-DEC-12	HARNER, STEPHEN		15.00	24-DEC-12	15.00	Reconciled

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335506		13-DEC-12	HARRINGTON INDUSTRIAL PLASTICS LLC		2,173.95	17-DEC-12	2,173.95	Reconciled
335507		13-DEC-12	HDR ENGINEERING INC		27,931.24	20-DEC-12	27,931.24	Reconciled
335508		13-DEC-12	HENSON, PHYLLIS A		54.91	19-DEC-12	54.91	Reconciled
335509		13-DEC-12	HEWITT ASSOCIATES LLC		4,970.00	21-DEC-12	4,970.00	Reconciled
335510		13-DEC-12	HILL BROTHERS CHEMICAL COMPANY		33,143.25	18-DEC-12	33,143.25	Reconciled
335511		13-DEC-12	HOME DEPOT USA INC		68.75	26-DEC-12	68.75	Reconciled
335512		13-DEC-12	HORNYAK, ANGELO		46.89			Negotiable
335513		13-DEC-12	HOWE, JENNIFER		13.92	24-DEC-12	13.92	Reconciled
335514		13-DEC-12	HUGHES, ROBERT J		39.86	24-DEC-12	39.86	Reconciled
335515		13-DEC-12	II FUELS INC		26,341.36	20-DEC-12	26,341.36	Reconciled
335516		13-DEC-12	INDUSTRIAL METAL SUPPLY CO		41.31	17-DEC-12	41.31	Reconciled
335517		13-DEC-12	IRON MOUNTAIN INFORMATION MANAGEMENT INC		1,674.14	18-DEC-12	1,674.14	Reconciled
335518		13-DEC-12	IRVINE PACIFIC, LP		19.83	17-DEC-12	19.83	Reconciled
335519		13-DEC-12	IRVINE PIPE & SUPPLY INC		2,738.30	20-DEC-12	2,738.30	Reconciled
335520		13-DEC-12	IRWD-PETTY CASH CUSTODIAN		1,263.87	13-DEC-12	1,263.87	Reconciled
335521		13-DEC-12	JAIN, ASHOK		37.25	18-DEC-12	37.25	Reconciled
335522		13-DEC-12	JALALI, ASADOLLAH		22.36			Negotiable
335523		13-DEC-12	JESSOP, HY		27.64			Negotiable
335524		13-DEC-12	JM STITT CONSTRUCTION INC.		1,114.31	17-DEC-12	1,114.31	Reconciled
335525		13-DEC-12	JOHN G. ALEVIZOS D.O. INC.		419.66	20-DEC-12	419.66	Reconciled
335526		13-DEC-12	JON POLENTZ PROPERTY MGMT		29.43	26-DEC-12	29.43	Reconciled
335527		13-DEC-12	JONES, SCOTT		24.18	21-DEC-12	24.18	Reconciled
335528		13-DEC-12	JWC ENVIRONMENTAL		685.29	17-DEC-12	685.29	Reconciled
335529		13-DEC-12	KAMEI, MIHO		18.58			Negotiable
335530		13-DEC-12	KAO, KENT		31.44			Negotiable
335531		13-DEC-12	KAZI, ALISON		29.29			Negotiable
335532		13-DEC-12	KELLY SERVICES INC		658.52	17-DEC-12	658.52	Reconciled
335533		13-DEC-12	KINGS COUNTY TAX COLLECTOR		945.10			Negotiable
335534		13-DEC-12	KS DIRECT LLC		2,262.76	17-DEC-12	2,262.76	Reconciled
335535		13-DEC-12	LAND, TAMMY		698.00	19-DEC-12	698.00	Reconciled
335536		13-DEC-12	LCS TECHNOLOGIES, INC.		7,625.00			Negotiable

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335537		13-DEC-12	LEE, JUSTIN		23.27	26-DEC-12	23.27	Reconciled
335538		13-DEC-12	LEMUS, SUE		10.65			Negotiable
335539		13-DEC-12	LEONG, GRACE		33.86			Negotiable
335540		13-DEC-12	LEWIS OPERATING CORP		8,349.31	18-DEC-12	8,349.31	Reconciled
335541		13-DEC-12	LIN, CHING-CHIN		33.43			Negotiable
335542		13-DEC-12	LIN, YE		33.20			Negotiable
335543		13-DEC-12	LIU, TIANCHI		27.47			Negotiable
335544		13-DEC-12	LOCHRIDGE, DAVID		720.00	18-DEC-12	720.00	Reconciled
335545		13-DEC-12	LSA ASSOCIATES INC		1,909.53	19-DEC-12	1,909.53	Reconciled
335546		13-DEC-12	MATSIPURA, IGOR		28.26			Negotiable
335547		13-DEC-12	MC MASTER CARR SUPPLY CO		1,604.38	18-DEC-12	1,604.38	Reconciled
335548		13-DEC-12	MCR TECHNOLOGIES INC		40,353.16	20-DEC-12	40,353.16	Reconciled
335549		13-DEC-12	MERCHANTS LANDSCAPE SERVICES INC		7,280.00	18-DEC-12	7,280.00	Reconciled
335550		13-DEC-12	MIDAS MUFFLER		66.23			Negotiable
335551		13-DEC-12	MIZE, PEGGY		11.47	26-DEC-12	11.47	Reconciled
335552		13-DEC-12	MORROW, DEAN		38.12	18-DEC-12	38.12	Reconciled
335553		13-DEC-12	MSC INDUSTRIAL SUPPLY CO		249.35	20-DEC-12	249.35	Reconciled
335554		13-DEC-12	MUTUAL PROPANE		27.00	18-DEC-12	27.00	Reconciled
335555		13-DEC-12	MWH AMERICAS INC		900.00	19-DEC-12	900.00	Reconciled
335556		13-DEC-12	NATIONAL READY MIXED CONCRETE CO		659.63	18-DEC-12	659.63	Reconciled
335557		13-DEC-12	NATURES IMAGE INC		8,408.87	19-DEC-12	8,408.87	Reconciled
335558		13-DEC-12	NAUTILUS ENVIRONMENTAL, INC.		1,600.00	18-DEC-12	1,600.00	Reconciled
335559		13-DEC-12	NGUYEN, HUONG		26.73			Negotiable
335560		13-DEC-12	NGUYEN, LONG		66.63	20-DEC-12	66.63	Reconciled
335561		13-DEC-12	NGUYEN, TOAN V		66.72			Negotiable
335562		13-DEC-12	NIVI INC		38.04			Negotiable
335563		13-DEC-12	NORTHWOOD PLACE APTS		918.86			Negotiable
335564		13-DEC-12	OCEAN BLUE ENVIRONMENTAL SERVICES INC		4,313.71	20-DEC-12	4,313.71	Reconciled
335565		13-DEC-12	OLIN CORPORATION		27,524.85	20-DEC-12	27,524.85	Reconciled
335566		13-DEC-12	ON ASSIGNMENT LAB SUPPORT		746.88	17-DEC-12	746.88	Reconciled
335567		13-DEC-12	ONESOURCE DISTRIBUTORS LLC		2,745.77	17-DEC-12	2,745.77	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 12
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335568		13-DEC-12	ORANGE COUNTY TREASURER		2,752.00	20-DEC-12	2,752.00	Reconciled
335569		13-DEC-12	OTANEZ, ROBERT		26.73			Negotiable
335570		13-DEC-12	PACIFIC GAS AND ELECTRIC COMPANY		24.18	20-DEC-12	24.18	Reconciled
335571		13-DEC-12	PACIFIC RESOURCE RECOVERY		1,193.45	17-DEC-12	1,193.45	Reconciled
335572		13-DEC-12	PAPER DEPOT DOCUMENT DESTRUCTION LLC		708.00	21-DEC-12	708.00	Reconciled
335573		13-DEC-12	PARKHOUSE TIRE INC		6,683.53	20-DEC-12	6,683.53	Reconciled
335574		13-DEC-12	PETERSON, SHELLEY		18.51	19-DEC-12	18.51	Reconciled
335575		13-DEC-12	PONTON INDUSTRIES INC		28,955.29	21-DEC-12	28,955.29	Reconciled
335576		13-DEC-12	PRINCIPAL LIFE INSURANCE		22,838.74	21-DEC-12	22,838.74	Reconciled
335577		13-DEC-12	PRUDENTIAL OVERALL SUPPLY		3,381.37	18-DEC-12	3,381.37	Reconciled
335578		13-DEC-12	PSB THE MARKETING SUPERSOURCE		2,362.50	17-DEC-12	2,362.50	Reconciled
335579		13-DEC-12	QUALITY LAWN SERVICE		395.00	17-DEC-12	395.00	Reconciled
335580		13-DEC-12	QUINLAN, BARBARA		26.51			Negotiable
335581		13-DEC-12	RAKIC, RADIVOJ		27.08			Negotiable
335582		13-DEC-12	RAM AIR ENGINEERING INC		6,128.44	19-DEC-12	6,128.44	Reconciled
335583		13-DEC-12	RANDY R. ELLIOTT		877.45			Negotiable
335584		13-DEC-12	REACH EMPLOYEE ASSISTANCE INC		795.20	26-DEC-12	795.20	Reconciled

335585	13-DEC-12	RED HAWK FIRE & SECURITY (CA) LLC	1,175.00	17-DEC-12	1,175.00	Reconciled
335586	13-DEC-12	REGLOS, JOEY	37.17	20-DEC-12	37.17	Reconciled
335587	13-DEC-12	ROWSHAN, KASRA	30.65			Negotiable
335588	13-DEC-12	SANTA ANA BLUE PRINT	661.51	19-DEC-12	661.51	Reconciled
335589	13-DEC-12	SANTA ANA CITY OF	19,760.37	19-DEC-12	19,760.37	Reconciled
335590	13-DEC-12	SANTIAGO AQUEDUCT COMMISSION	36,999.66	20-DEC-12	36,999.66	Reconciled
335591	13-DEC-12	SCHMIDT, TERRY L	24.18	20-DEC-12	24.18	Reconciled
335592	13-DEC-12	SEPARATION PROCESSES INC	1,821.25	20-DEC-12	1,821.25	Reconciled
335593	13-DEC-12	SHAH, RAJU	68.48	26-DEC-12	68.48	Reconciled
335594	13-DEC-12	Shannon Reed	2,622.36	13-DEC-12	2,622.36	Reconciled
335595	13-DEC-12	SILVA, KSENIA	35.08			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 13
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335596		13-DEC-12	SIMI VALLEY LANDFILL AND RECYCLING CENTER		567.00	18-DEC-12	567.00	Reconciled
335597		13-DEC-12	SMITH, JENNIFER		27.93	17-DEC-12	27.93	Reconciled
335598		13-DEC-12	SOLTAN, FARRELL M		36.68	19-DEC-12	36.68	Reconciled
335599		13-DEC-12	SOUTH COAST TOYOTA		54,495.90	19-DEC-12	54,495.90	Reconciled
335600		13-DEC-12	SOUTH COAST WATER CO.		40.00	20-DEC-12	40.00	Reconciled
335601		13-DEC-12	SOUTHERN CALIFORNIA EDISON COMPANY		19,819.07	17-DEC-12	19,819.07	Reconciled
335602		13-DEC-12	SOUTHERN COUNTIES LUBRICANTS LLC		1,468.69	17-DEC-12	1,468.69	Reconciled
335603		13-DEC-12	SPAIN, KATHY		86.29	19-DEC-12	86.29	Reconciled
335604		13-DEC-12	STANTEC CONSULTING SERVICES INC.		7,655.20	20-DEC-12	7,655.20	Reconciled
335605		13-DEC-12	STUDLEY, TAL		91.19	18-DEC-12	91.19	Reconciled
335606		13-DEC-12	SUMMERFIELD, T.W.		26.56			Negotiable
335607		13-DEC-12	SYNAGRO SOUTH, LLC		8,981.78	20-DEC-12	8,981.78	Reconciled
335608		13-DEC-12	TAYLOR WOODROW HOMES		22.11	21-DEC-12	22.11	Reconciled
335609		13-DEC-12	TESTAMERICA LABORATORIES, INC		56.70	19-DEC-12	56.70	Reconciled
335610		13-DEC-12	TETRA TECH, INC		85,714.17	20-DEC-12	85,714.17	Reconciled
335611		13-DEC-12	THE GAS COMPANY		4,258.92	21-DEC-12	4,258.92	Reconciled
335612		13-DEC-12	THOMAS HARDER & CO		2,078.10			Negotiable
335613		13-DEC-12	TIC-RETAIL PROPERTIES		54,800.51			Negotiable
335614		13-DEC-12	TRAN, PHUOC		16.28	18-DEC-12	16.28	Reconciled
335615		13-DEC-12	TREE OF LIFE NURSERY		179.94	21-DEC-12	179.94	Reconciled
335616		13-DEC-12	TROPICAL PLAZA NURSERY INC		20,233.64	18-DEC-12	20,233.64	Reconciled
335617		13-DEC-12	UNITED PARCEL SERVICE INC		20.00	17-DEC-12	20.00	Reconciled
335618		13-DEC-12	UNITED PARCEL SERVICE INC		129.03	19-DEC-12	129.03	Reconciled
335619		13-DEC-12	UNITED STATES POST OFFICE		25,000.00	20-DEC-12	25,000.00	Reconciled
335620		13-DEC-12	US PEROXIDE LLC		6,165.69	20-DEC-12	6,165.69	Reconciled
335621		13-DEC-12	USA BLUEBOOK		165.53	21-DEC-12	165.53	Reconciled
335622		13-DEC-12	VELZEBOER, PAIGE		73.99	24-DEC-12	73.99	Reconciled
335623		13-DEC-12	VWR INTERNATIONAL, LLC		48.75	17-DEC-12	48.75	Reconciled
335624		13-DEC-12	WASTE MANAGEMENT OF ORANGE COUNTY		1,442.28	18-DEC-12	1,442.28	Reconciled

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335625		13-DEC-12	WECK LABORATORIES INC		1,143.00	17-DEC-12	1,143.00	Reconciled
335626		13-DEC-12	WESTERN AV		373.00	17-DEC-12	373.00	Reconciled
335627		13-DEC-12	WESTERN EXTERMINATOR COMPANY		2,047.00			Negotiable
335628		13-DEC-12	WESTIN ENGINEERING, INC		18,182.20			Negotiable
335629		13-DEC-12	WHITE, ROSS		61.94			Negotiable
335630		13-DEC-12	WILLIAM LYON HOMES		61.37			Negotiable
335631		13-DEC-12	WIRELESS WATCHDOGS LLC		47.21	20-DEC-12	47.21	Reconciled

335632	13-DEC-12	WRIGHT, PEGGY		28.37				Negotiable
335633	13-DEC-12	YAZDI, AHMAD		31.50	21-DEC-12		31.50	Reconciled
335634	13-DEC-12	ZAIDES, RITA		30.00	17-DEC-12		30.00	Reconciled
335635	14-DEC-12	INTERNAL REVENUE SERVICE	FRESNO	25.00	20-DEC-12		25.00	Reconciled
335636	14-DEC-12	INTERNAL REVENUE SERVICE	LAGUNA NIGUEL	1,470.84	21-DEC-12		1,470.84	Reconciled
335637	14-DEC-12	CLEARINGHOUSE	PHOENIX	528.45	17-DEC-12		528.45	Reconciled
335638	14-DEC-12	PERS LONG TERM CARE	PASADENA 2	1,082.16	18-DEC-12		1,082.16	Reconciled
335639	14-DEC-12	FRANCHISE TAX BOARD	SACRAMENTO	710.62				Negotiable
335640	14-DEC-12	ORANGE COUNTY SHERIFF'S OFFICE	SANTA ANA	930.73				Negotiable
335641	17-DEC-12	DCSE INC	LAGUNA HILLS	5,820.00	18-DEC-12		5,820.00	Reconciled
335642	18-DEC-12	ANTHEM BLUE CROSS	LOS ANGELES	6,055.80	26-DEC-12		6,055.80	Reconciled
335643	19-DEC-12	FERGUSON, DAVID	PAY	7,183.57				Negotiable
335644	19-DEC-12	Cody Cariker		244.00	20-DEC-12		244.00	Reconciled
335645	19-DEC-12	Eric Akiyoshi		71.54				Negotiable
335646	19-DEC-12	James Hamer		115.57				Negotiable
335647	19-DEC-12	Leslie Bonkowski		1,394.73	21-DEC-12		1,394.73	Reconciled
335648	19-DEC-12	Robert Ashby		130.87	26-DEC-12		130.87	Reconciled
335649	19-DEC-12	Steven Malloy		25.00				Negotiable
335650	19-DEC-12	ADT SECURITY SERVICES INC		3,051.07	24-DEC-12		3,051.07	Reconciled
335651	19-DEC-12	AIRGAS-WEST, INC.		1,380.50	21-DEC-12		1,380.50	Reconciled
335652	19-DEC-12	AMERICAN LANDSCAPE INC		2,159.62	21-DEC-12		2,159.62	Reconciled
335653	19-DEC-12	ANDERSONPENNA PARTNERS, INC		13,680.00	24-DEC-12		13,680.00	Reconciled
335654	19-DEC-12	AQUA-METRIC SALES COMPANY		30,893.02	26-DEC-12		30,893.02	Reconciled

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

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335655		19-DEC-12	AQUACUE, INC.		6,734.38			Negotiable
335656		19-DEC-12	ARCADIS U.S., INC.		138.50	24-DEC-12	138.50	Reconciled
335657		19-DEC-12	ASSAR, STACY		144.17	24-DEC-12	144.17	Reconciled
335658		19-DEC-12	AT&T		15.66	26-DEC-12	15.66	Reconciled
335659		19-DEC-12	ATHENS SERVICES		1,086.56	20-DEC-12	1,086.56	Reconciled
335660		19-DEC-12	AVISTA		2,036.03	26-DEC-12	2,036.03	Reconciled
335661		19-DEC-12	TECHNOLOGIES, INC					
335662		19-DEC-12	BADGER METER INC		57,161.38	26-DEC-12	57,161.38	Reconciled
335663		19-DEC-12	BAI, QINGYUAN		294.11			Negotiable
335664		19-DEC-12	BCGR		632.50	21-DEC-12	632.50	Reconciled
335665		19-DEC-12	BEST DRILLING AND PUMP, INC.		96,425.00	24-DEC-12	96,425.00	Reconciled
335666		19-DEC-12	BIOMAGIC INC		9,970.64	21-DEC-12	9,970.64	Reconciled
335667		19-DEC-12	BOHAC CONSULTING SERVICES, INC.		1,800.00			Negotiable
335668		19-DEC-12	BOKTOR, MONIR		31.91			Negotiable
335669		19-DEC-12	BOTTOM LINE UTILITY SOLUTIONS, INC.		758.42	20-DEC-12	758.42	Reconciled
335670		19-DEC-12	BOYD & ASSOCIATES		75.87	24-DEC-12	75.87	Reconciled
335671		19-DEC-12	BUTIER ENGINEERING INC		18,788.00	21-DEC-12	18,788.00	Reconciled
335672		19-DEC-12	C M WINPROP INC		3,176.16			Negotiable
335673		19-DEC-12	C WELLS PIPELINE MATERIALS INC		9,344.10			Negotiable
335674		19-DEC-12	CALIFORNIA BANK & TRUST		22,487.92			Negotiable
335675		19-DEC-12	CALIFORNIA BARRICADE INC		3,920.00			Negotiable
335676		19-DEC-12	CALIFORNIA MUNICIPAL STATISTICS INC		2,725.00			Negotiable
335677		19-DEC-12	CALIFORNIA WATER ENVIRONMENT ASSOCIATION		220.00	24-DEC-12	220.00	Reconciled
335678		19-DEC-12	CANON FINANCIAL SERVICES INC		3,061.42	24-DEC-12	3,061.42	Reconciled
335679		19-DEC-12	CASTRO, LISA		599.56	20-DEC-12	599.56	Reconciled
335680		19-DEC-12	CITY OF TUSTIN		289,267.61	21-DEC-12	289,267.61	Reconciled
335681		19-DEC-12	CONEYBEARE INC		7,602.15			Negotiable
335682		19-DEC-12	D & G SIGNS		262.05	26-DEC-12	262.05	Reconciled
335683		19-DEC-12	DEE JASPAR & ASSOCIATES, INC.		11,253.96			Negotiable
335684		19-DEC-12	DIRECTV INC		89.99	26-DEC-12	89.99	Reconciled
335685		19-DEC-12	EMA INC		3,080.00	21-DEC-12	3,080.00	Reconciled
335685		19-DEC-12	ESA PWA		8,671.08	26-DEC-12	8,671.08	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 16
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335686		19-DEC-12	EXPRESSAIR		529.40	21-DEC-12	529.40	Reconciled
335687		19-DEC-12	FEDEX		146.66	24-DEC-12	146.66	Reconciled
335688		19-DEC-12	FISHER SCIENTIFIC COMPANY LLC		3,315.70	24-DEC-12	3,315.70	Reconciled
335689		19-DEC-12	FLATIRON WEST INC		139,471.92			Negotiable
335690		19-DEC-12	FLEET SOLUTIONS LLC		3,992.00	21-DEC-12	3,992.00	Reconciled
335691		19-DEC-12	Franklin Soto		1,936.01	24-DEC-12	1,936.01	Reconciled
335692		19-DEC-12	GANAHL LUMBER CO.		3,992.70	21-DEC-12	3,992.70	Reconciled
335693		19-DEC-12	GCI CONSTRUCTION, INC.		55,493.65			Negotiable
335694		19-DEC-12	GRAHAM, DAVID JOHN AND GRAHAM, SUSAN		900.00			Negotiable
335695		19-DEC-12	GRAINGER		1,856.52	24-DEC-12	1,856.52	Reconciled
335696		19-DEC-12	GRAYBAR ELECTRIC COMPANY		3,160.28	24-DEC-12	3,160.28	Reconciled
335697		19-DEC-12	HACH COMPANY		952.10	24-DEC-12	952.10	Reconciled
335698		19-DEC-12	HARDY & HARPER INC		11,367.00	21-DEC-12	11,367.00	Reconciled
335699		19-DEC-12	HARMSWORTH ASSOCIATES		675.00			Negotiable
335700		19-DEC-12	HILL BROTHERS CHEMICAL COMPANY		10,728.40	21-DEC-12	10,728.40	Reconciled
335701		19-DEC-12	HOLMERS, JASON		30.14			Negotiable
335702		19-DEC-12	HOME DEPOT USA INC		183.37			Negotiable
335703		19-DEC-12	HOROWITZ, SHEILA		5.45			Negotiable
335704		19-DEC-12	HOUSEK, KRISTINE		213.48			Negotiable
335705		19-DEC-12	IDEXX DISTRIBUTION, INC		3,555.75	24-DEC-12	3,555.75	Reconciled
335706		19-DEC-12	II FUELS INC		9,237.96	24-DEC-12	9,237.96	Reconciled
335707		19-DEC-12	INDUSTRIAL METAL SUPPLY CO		70.37	21-DEC-12	70.37	Reconciled
335708		19-DEC-12	IRVINE PIPE & SUPPLY INC		1,001.98			Negotiable
335709		19-DEC-12	IRVINE UNIFIED SCHOOL DISTRICT		1,238.51			Negotiable
335710		19-DEC-12	IRVINE VALLEY COLLEGE FOUNDATION		1,000.00			Negotiable
335711		19-DEC-12	JCI JONES CHEMICALS INC		8,258.25	24-DEC-12	8,258.25	Reconciled
335712		19-DEC-12	JOHN G. ALEVIZOS D.O. INC.		851.14	21-DEC-12	851.14	Reconciled
335713		19-DEC-12	JOHNSON-PELTIER		3,481.50	21-DEC-12	3,481.50	Reconciled
335714		19-DEC-12	JOHNSTONE, MICHAEL		202.92			Negotiable
335715		19-DEC-12	KELLY SERVICES INC		1,369.20	21-DEC-12	1,369.20	Reconciled
335716		19-DEC-12	KIMBALL MIDWEST		389.86			Negotiable
335717		19-DEC-12	KOMER, JAIME		12.03			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 17
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335718		19-DEC-12	LEWIS OPERATING CORP		1,417.50	21-DEC-12	1,417.50	Reconciled
335719		19-DEC-12	MAYER HOFFMAN MCCANN P.C.		43,775.00	21-DEC-12	43,775.00	Reconciled
335720		19-DEC-12	MBF CONSULTING, INC.		4,217.62	21-DEC-12	4,217.62	Reconciled
335721		19-DEC-12	MC MASTER CARR SUPPLY CO		181.26			Negotiable
335722		19-DEC-12	MERCHANTS LANDSCAPE SERVICES INC		780.13	26-DEC-12	780.13	Reconciled
335723		19-DEC-12	MGH PAINTING INC		1,960.00	24-DEC-12	1,960.00	Reconciled
335724		19-DEC-12	MITCHELL, JOHN		5.03	24-DEC-12	5.03	Reconciled
335725		19-DEC-12	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		44,800.00	26-DEC-12	44,800.00	Reconciled
335726		19-DEC-12	NEWPORT BLUFFS		903.50	24-DEC-12	903.50	Reconciled
335727		19-DEC-12	NUCHOLS, TINA M		100.11			Negotiable
335728		19-DEC-12	OLIN CORPORATION		2,716.18	24-DEC-12	2,716.18	Reconciled
335729		19-DEC-12	ON ASSIGNMENT LAB SUPPORT		5,881.68	24-DEC-12	5,881.68	Reconciled
335730		19-DEC-12	ONESOURCE DISTRIBUTORS LLC		4,498.67	21-DEC-12	4,498.67	Reconciled
335731		19-DEC-12	OUTBACK STEAK HOUSE		650.64			Negotiable
335732		19-DEC-12	PACIFIC COAST BOLT CORP		710.97	24-DEC-12	710.97	Reconciled
335733		19-DEC-12	PARMITER, GREG		24.96	24-DEC-12	24.96	Reconciled
335734		19-DEC-12	PAULUS ENGINEERING INC		8,887.50	21-DEC-12	8,887.50	Reconciled
335735		19-DEC-12	PONTON INDUSTRIES		5,073.65			Negotiable

335736	19-DEC-12	INC PROBOLSKY RESEARCH LLC		7,000.00			Negotiable
335737	19-DEC-12	PRUDENTIAL OVERALL SUPPLY		33.00	20-DEC-12	33.00	Reconciled
335738	19-DEC-12	PSB THE MARKETING SUPERSOURCE		600.00	20-DEC-12	600.00	Reconciled
335739	19-DEC-12	RASINSKI, STEPHEN R		930.24			Negotiable
335740	19-DEC-12	RESPONSE ENVELOPE, INC		2,801.33	20-DEC-12	2,801.33	Reconciled
335741	19-DEC-12	RITE AID PHARMACY		20.00	24-DEC-12	20.00	Reconciled
335742	19-DEC-12	ROWE, HOA		17.86	24-DEC-12	17.86	Reconciled
335743	19-DEC-12	SANTA ANA BLUE PRINT		1,060.61			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 18
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335744		19-DEC-12	SECURTEC DISTRICT PATROL INC		10,660.00			Negotiable
335745		19-DEC-12	SHAMROCK SUPPLY CO INC		453.97	20-DEC-12	453.97	Reconciled
335746		19-DEC-12	SO CAL SANDBAGS INC		742.68			Negotiable
335747		19-DEC-12	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		1,048.11			Negotiable
335748		19-DEC-12	SOUTHERN CALIFORNIA EDISON COMPANY		15,154.35	21-DEC-12	15,154.35	Reconciled
335749		19-DEC-12	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		25.86	21-DEC-12	25.86	Reconciled
335750		19-DEC-12	SS MECHANICAL CORPORATION		48,514.87	21-DEC-12	48,514.87	Reconciled
335751		19-DEC-12	STANDARD & POOR'S FINANCIAL SERVICES LLC		3,500.00	24-DEC-12	3,500.00	Reconciled
335752		19-DEC-12	SULLY-MILLER CONTRACTING CO.		10,075.31			Negotiable
335753		19-DEC-12	SULLY-MILLER CONTRACTING CO.		191,430.88	21-DEC-12	191,430.88	Reconciled
335754		19-DEC-12	TALLEY INC		649.66	21-DEC-12	649.66	Reconciled
335755		19-DEC-12	TIC-SPECTRUM OFFICE		497.94			Negotiable
335756		19-DEC-12	TOOLANDER ENGINEERING INC		2,077.25			Negotiable
335757		19-DEC-12	TROPICAL PLAZA NURSERY INC		20,425.00	21-DEC-12	20,425.00	Reconciled
335758		19-DEC-12	UNITED SITE SERVICES OF CALIFORNIA INC		736.96	24-DEC-12	736.96	Reconciled
335759		19-DEC-12	US PEROXIDE LLC		23,321.45			Negotiable
335760		19-DEC-12	USA BLUEBOOK		457.41			Negotiable
335761		19-DEC-12	VERIZON CALIFORNIA INC		39.68			Negotiable
335762		19-DEC-12	W.M. LYLES CO		176,089.50	26-DEC-12	176,089.50	Reconciled
335763		19-DEC-12	WALTERS WHOLESALE ELECTRIC		88.82	21-DEC-12	88.82	Reconciled
335764		19-DEC-12	WAXIE'S ENTERPRISES, INC		1,093.82	24-DEC-12	1,093.82	Reconciled
335765		19-DEC-12	WECK LABORATORIES INC		115.00	21-DEC-12	115.00	Reconciled

IRWD Ledger Payment Register For 01-DEC-12 To 31-DEC-12 Report Date: 03-JAN-2013 11:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 19
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335766		19-DEC-12	WEST COAST SAND & GRAVEL INC.		1,469.04	20-DEC-12	1,469.04	Reconciled
335767		19-DEC-12	WESTIN ENGINEERING, INC		18,300.00	26-DEC-12	18,300.00	Reconciled
335768		19-DEC-12	WORLDWIDE CORPORATE HOUSING, L.P.		3,662.17	24-DEC-12	3,662.17	Reconciled
335769		19-DEC-12	ZANG, JING		30.14			Negotiable
335770		19-DEC-12	ZICCARDI, SHANNON		162.94	24-DEC-12	162.94	Reconciled
335771		19-DEC-12	CALPERS	SACRAMENTO 1	570,246.00	21-DEC-12	570,246.00	Reconciled
335772		19-DEC-12	Bradley Jackson	HOME	981.27			Negotiable

335773	19-DEC-12	CALPERS	SACRAMENTO	2,500,000.00	21-DEC-12	2,500,000.00	Reconciled
335774	20-DEC-12	Cody Cariker	1	50.00	26-DEC-12	50.00	Reconciled
335775	20-DEC-12	Ken Pfister		220.00			Negotiable
335776	20-DEC-12	Mark Nelson		90.00			Negotiable
335777	20-DEC-12	Noah Fehser		55.00	21-DEC-12	55.00	Reconciled
335778	20-DEC-12	Ray Bennett		31.90			Negotiable
335779	20-DEC-12	Robertta Sitzler		39.19			Negotiable
335780	20-DEC-12	Rory Moore		50.00			Negotiable
335781	20-DEC-12	Timothy Koenig		50.00			Negotiable
335782	20-DEC-12	ACRALIGHT INT.		9,077.00			Negotiable
335783	20-DEC-12	ALLIED MACHINERY GROUP INC		500.00			Negotiable
335784	20-DEC-12	AT&T		2,000.27			Negotiable
335785	20-DEC-12	BORCHARD SURVEYING & MAPPING, INC.		3,060.00			Negotiable
335786	20-DEC-12	BOTTOM LINE UTILITY SOLUTIONS, INC.		45,185.06			Negotiable
335787	20-DEC-12	CONEYBEARE INC		9,037.61			Negotiable
335788	20-DEC-12	CREDENTIAL CHECK CORPORATION		371.10	26-DEC-12	371.10	Reconciled
335789	20-DEC-12	DELTA SYSTEMS ENGINEERING		104,080.95			Negotiable
335790	20-DEC-12	EXPRESSAIR		53.50			Negotiable
335791	20-DEC-12	FEDEX		454.13	26-DEC-12	454.13	Reconciled
335792	20-DEC-12	FISERV		11,337.10			Negotiable
335793	20-DEC-12	FORTIS RESOURCE PARTNERS INC		2,754.40			Negotiable
335794	20-DEC-12	HEALTH SCIENCE ASSOCIATES, INC.		3,931.25			Negotiable
335795	20-DEC-12	IRWD-PETTY CASH CUSTODIAN		1,267.46	26-DEC-12	1,267.46	Reconciled
335796	20-DEC-12	KELLY SERVICES INC		3,939.20	24-DEC-12	3,939.20	Reconciled

IRWD Ledger Payment Register For 01-DEC-12 To 31-DEC-12 Report Date: 03-JAN-2013 11:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 20
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335797		20-DEC-12	LEWIS OPERATING CORP		1,620.00	26-DEC-12	1,620.00	Reconciled
335798		20-DEC-12	LIGHT COMMUNICATIONS INC		5,841.00			Negotiable
335799		20-DEC-12	MALCOLM PIRNIE INC		59,993.12			Negotiable
335800		20-DEC-12	MARVIN GARDENS LLC		2,593.70	20-DEC-12	2,593.70	Reconciled
335801		20-DEC-12	MOBILE MODULAR MANAGEMENT CORPORATION		1,108.75			Negotiable
335802		20-DEC-12	NEWPORT BEACH, CITY OF		307.79	21-DEC-12	307.79	Reconciled
335803		20-DEC-12	NMG GEOTECHNICAL INC		14,030.90			Negotiable
335804		20-DEC-12	OLIN CORPORATION		8,239.03			Negotiable
335805		20-DEC-12	ONESOURCE		3,310.85	24-DEC-12	3,310.85	Reconciled
335806		20-DEC-12	DISTRIBUTORS LLC ORRICK, HERRINGTON & SUTCLIFFE LLP		50,000.00			Negotiable
335807		20-DEC-12	PACIFIC GAS AND ELECTRIC COMPANY		311.15			Negotiable
335808		20-DEC-12	PINNACLE TOWERS LLC		592.11	24-DEC-12	592.11	Reconciled
335809		20-DEC-12	PRAXAIR		2,187.91			Negotiable
335810		20-DEC-12	DISTRIBUTION INC PRODATA COMPUTER SERVICES INC		795.00	26-DEC-12	795.00	Reconciled
335811		20-DEC-12	PROTECTION ONE ALARM MONITORING INC		347.20			Negotiable
335812		20-DEC-12	PYRAMID WIRE AND CABLE		2,276.66			Negotiable
335813		20-DEC-12	PYRO-COMM SYSTEMS INC		200.00	21-DEC-12	200.00	Reconciled
335814		20-DEC-12	SANTA ANA BLUE PRINT		2,297.10			Negotiable
335815		20-DEC-12	SANTIAGO, RAFAEL		350.00	21-DEC-12	350.00	Reconciled
335816		20-DEC-12	SHAMROCK SUPPLY CO INC		204.30	21-DEC-12	204.30	Reconciled
335817		20-DEC-12	SOUTHERN CALIFORNIA EDISON COMPANY		180,713.94			Negotiable
335818		20-DEC-12	TCLA, INC		7,380.00			Negotiable
335819		20-DEC-12	TEKDRAULICS		1,142.72			Negotiable
335820		20-DEC-12	THE GAS COMPANY		5,383.39			Negotiable
335821		20-DEC-12	THOMPSON INDUSTRIAL SUPPLY		47.49	26-DEC-12	47.49	Reconciled

IRWD Ledger Payment Register For 01-DEC-12 To 31-DEC-12 Report Date: 03-JAN-2013 11:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 21
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
335822		20-DEC-12	TRIPAC MARKETING INC		717.32	21-DEC-12	717.32	Reconciled
335823		20-DEC-12	UNITED PARCEL SERVICE INC		52.78	24-DEC-12	52.78	Reconciled
335824		20-DEC-12	UPADHYAY, ADHIR		1,132.29	21-DEC-12	1,132.29	Reconciled
335825		20-DEC-12	VA CONSULTING, INC		588.00			Negotiable
335826		20-DEC-12	VERIZON CALIFORNIA INC		125.86			Negotiable
335827		20-DEC-12	VERIZON WIRELESS SERVICES LLC		387.44	26-DEC-12	387.44	Reconciled
335828		20-DEC-12	VWR INTERNATIONAL, LLC		1,779.59	24-DEC-12	1,779.59	Reconciled
335829		20-DEC-12	WATERMAN INDUSTRIES		2,637.64	24-DEC-12	2,637.64	Reconciled
335830		20-DEC-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,180.00	26-DEC-12	1,180.00	Reconciled
335831		26-DEC-12	JCI JONES CHEMICALS INC	CINCINNATI	2,427.12			Negotiable
Payment Document Subtotal:					8,375,717.62		7,227,242.06	

Payment Document : IRWD Wire

9707		05-DEC-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	3,171.82			Negotiable
9708		07-DEC-12	CALPERS	SACRAMENTO	314,624.40			Negotiable
9709		05-DEC-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	5,987.54			Negotiable
9710		06-DEC-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	116.02			Negotiable
9711		11-DEC-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	5,525.49			Negotiable
9712		19-DEC-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	9,231.85			Negotiable
9713		20-DEC-12	J.R. FILANC CONSTRUCTION COMPANY INC.	ESCONDIDO	963,872.61			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-DEC-12 To 31-DEC-12
 Account: Checking AP and PR
 Payment Currency: USD (US Dollar)
 Display Supplier Address: No

Report Date: 03-JAN-2013 11:42
 Page: 22

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
9714		26-DEC-12	J.R. FILANC CONSTRUCTION COMPANY INC.	ESCONDIDO	476,989.91			Negotiable
9715		26-DEC-12	U.S. BANK NATIONAL ASSOCIATION	ST. LOUIS	8,591.91			Negotiable
9716		26-DEC-12	INTERNAL REVENUE SERVICE	FRESNO	143,064.29			Negotiable
9717		26-DEC-12	FRANCHISE TAX BOARD	SACRAMENTO	39,837.59			Negotiable
9718		26-DEC-12	EMPLOYMENT DEVELOPMENT DEPARTMENT	SACRAMENTO	6,196.42			Negotiable
9719		26-DEC-12	WILLIAMS, TWYLA	PARKER	658.62			Negotiable
9720		26-DEC-12	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17			Negotiable
9721		26-DEC-12	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	1,991.98			Negotiable
9722		26-DEC-12	IRWD EMPLOYEE ASSOCIATION	IRVINE	360.00			Negotiable
9723		26-DEC-12	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	11,529.76			Negotiable
9724		26-DEC-12	GREAT WEST	DENVER	74,139.70			Negotiable
9725		26-DEC-12	CALPERS	SACRAMENTO	77,644.29			Negotiable
9726		26-DEC-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	15,296.31			Negotiable
9727		26-DEC-12	YORK INSURANCE SERVICES GROUP INC - CA	PAY	2,634.30			Negotiable
9728		26-DEC-12	SUMITOMO MITSUI BANKING CORPORAION	NEW YORK	2,854.51			Negotiable

9729	26-DEC-12	U.S. BANK NATIONALST. LOUIS ASSOCIATION		11,342.88		Negotiable
9730	26-DEC-12	BANK OF AMERICA PAY		10,003.43		Negotiable
9731	26-DEC-12	CITIGROUP GLOBAL MARKETS INC. NEW YORK		596,563.80		Negotiable
9732	26-DEC-12	BANK OF AMERICA PAY		596,563.32		Negotiable
9733	26-DEC-12	MERRILL LYNCH SUMITOMO MITSUI NEW YORK		7,550.82		Negotiable
9734	26-DEC-12	BANKING CORPORAION BANK OF NEW YORK NEWARK MELLON TRUST COMPANY NA		4,787.14		Negotiable

IRWD Ledger Payment Register For 01-DEC-12 To 31-DEC-12 Report Date: 03-JAN-2013 11:42
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 23
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
9735		26-DEC-12	BANK OF AMERICA	PAY	295.00			Negotiable
9736		26-DEC-12	MERRILL LYNCH CITIGROUP GLOBAL MARKETS INC.	NEW YORK	886,147.65			Negotiable
9737		26-DEC-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	1,500.00			Negotiable
9738		26-DEC-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	52.78			Negotiable
9739		26-DEC-12	CITIGROUP GLOBAL MARKETS INC.	NEW YORK	1,174,437.67			Negotiable
9740		27-DEC-12	MUNICIPAL WATER DISTRICT OF ORANGEVALLEY COUNTY	FOUNTAIN	1,179,968.46			Negotiable
9741		27-DEC-12	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	104.17			Negotiable
9742		28-DEC-12	INTERNAL REVENUE SERVICE	FRESNO	146,193.12			Negotiable
9743		28-DEC-12	FRANCHISE TAX BOARD	SACRAMENTO	40,941.72			Negotiable
9744		28-DEC-12	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	5,756.39			Negotiable
9745		28-DEC-12	WILLIAMS, TWYLA	PARKER	658.62			Negotiable
9746		28-DEC-12	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17			Negotiable
9747		28-DEC-12	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	1,991.98			Negotiable
9748		28-DEC-12	IRWD EMPLOYEE ASSOCIATION	IRVINE	390.00			Negotiable
9749		28-DEC-12	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,967.60			Negotiable
9750		28-DEC-12	GREAT WEST	DENVER	71,203.70			Negotiable
9751		28-DEC-12	CALPERS	SACRAMENTO	80,296.59			Negotiable

Payment Document Subtotal: 6,993,036.50

Bank Account Subtotal : 15,368,754.12 7,227,242.06


IRWD Ledger Payment Register For 01-DEC-12 To 31-DEC-12 Report Date: 03-JAN-2013 11:42
 BANK: Branch : Account: Page: 24
 Bank Account Currency: () Payment Currency: ()
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Report Count : 620			Report Total:		15,368,754.12		7,227,242.06	

*** End of Report ***

January 28, 2013

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**

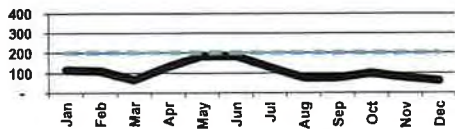
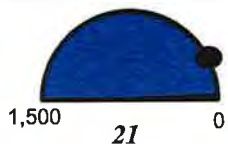
December 2012

EXHIBIT "A"

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

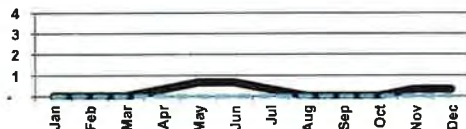
Reliability-Potable/Nonpotable

Target \leq 200 customer hours out of service this month



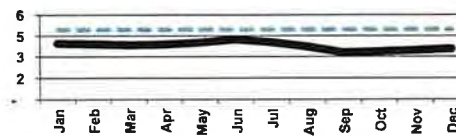
Sewer Spills

Target = 0 Spills this month



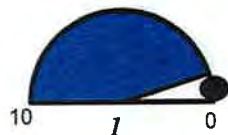
OCSD CORF Flows

Target \leq 4.95 MGD
CORF flow to OCSD this month



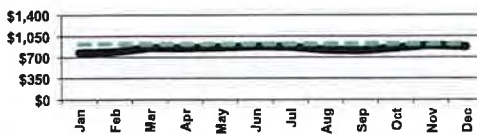
OSHA Recordables

Target = 0 reportable accidents this month



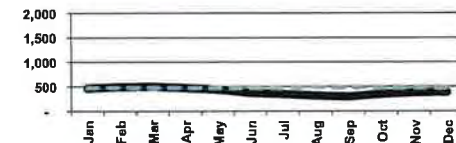
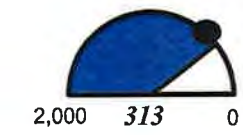
Water System Cost--Potable

Target \leq \$914/af delivered this month



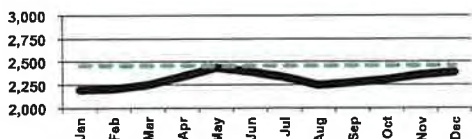
Water System Cost--Nonpotable

Target \leq \$475/af delivered this month



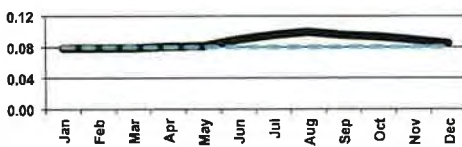
Wastewater Cost

Target \leq \$2,452/MG processed this month



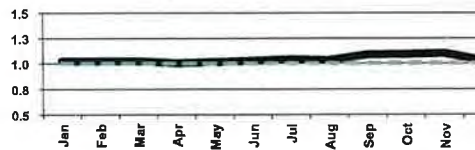
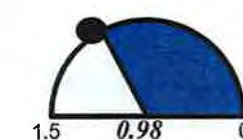
MWRP Energy Cost per kWh

Target \leq 0.080 cost per kWh this month



Real Property Performance

Target \geq 1.0 (net income/goal) last month



● Target shown on gauge
00.00 Figure for Current Month

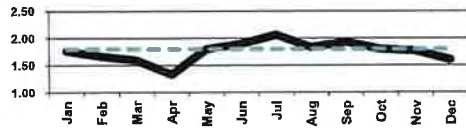
----- Target shown on trend graph
———— 3-month rolling average

**IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES DASHBOARD**

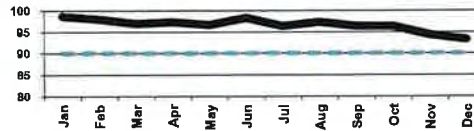
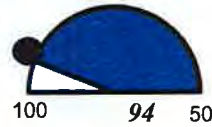
December 2012

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

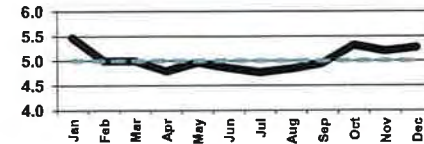
Overhead Ratio
Target ≤ 1.80 (G&A expenses/
direct labor) this month



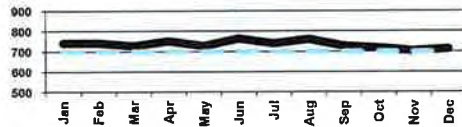
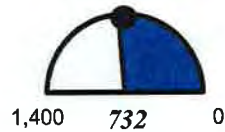
Customer Satisfaction
Target $\geq 90\%$ satisfaction
this month



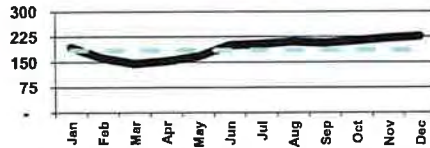
Employee Satisfaction
Target ≥ 5.0 score
this month



DATS Well Production
Target ≥ 700 af
this month



IDP Treated Water
Target ≥ 185 af
this month



● Target shown on gauge
00.00 Figure for Current Month

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

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 in hours 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.

Explanation of Variance

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	35.42	200.00	<i>Thru:</i> December 2012
February 2012	98.10	200.00	<i>Goal:</i> 200.00
March 2012	65.10	200.00	
April 2012	231.20	200.00	
May 2012	252.60	200.00	
June 2012	66.30	200.00	
July 2012	62.80	200.00	
August 2012	96.30	200.00	
September 2012	68.70	200.00	
October 2012	130.00	200.00	
November 2012	34.10	200.00	
December 2012	20.80	200.00	

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.

Explanation of Variance

1. No current spills.
2. April, 2012-Newport Coast Marriott, blockage occurred in a sewer easement due to root intrusion. 50 gals SSO with 50 gals of wastewater released into the environment. All wastewater spilled soaked into the grass covered easement.
3. November, 2012 - Irvine, blockage caused by grease in a 8-in VCP sewer main. Volume estimated at 2,200 gals SSO with 1,000 gals of wastewater contained and recovered.
4. November, 2012 - MWRP North interceptor trunk sewer main break caused by pile driving activities during MWRP expansion. The break occurred on the 48" VCP trunk sewer main. 9,425 gals SSO with 9,425 gals of wastewater contained and recovered.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	0	0	<i>Thru:</i> December 2012
February 2012	0	0	<i>Goal:</i> 0
March 2012	0	0	
April 2012	1.00	0	
May 2012	1.00	0	
June 2012	0	0	
July 2012	0	0	
August 2012	0	0	
September 2012	0	0	
October 2012	0	0	
November 2012	1.00	0	
December 2012	0	0	

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.

Explanation of Variance

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	3.84	4.95	<i>Thru:</i> December 2012
February 2012	3.84	4.95	<i>Goal:</i> 4.95
March 2012	3.84	4.95	
April 2012	3.95	4.95	
May 2012	4.25	4.95	
June 2012	4.53	4.95	
July 2012	3.33	4.95	
August 2012	3.27	4.95	
September 2012	3.26	4.95	
October 2012	3.54	4.95	
November 2012	3.55	4.95	
December 2012	3.55	4.95	

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.

Explanation of Variance

1. Systems Operator II fractured left middle finger when a pipe wrench slipped, corner of Bake & Lake Forest in Irvine.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	3.00	0	<i>Thru:</i> December 2012
February 2012	2.00	0	<i>Goal:</i> 0
March 2012	1.00	0	
April 2012	2.00	0	
May 2012	2.00	0	
June 2012	1.00	0	
July 2012	2.00	0	
August 2012	0	0	
September 2012	2.00	0	
October 2012	1.00	0	
November 2012	4.00	0	
December 2012	1.00	0	

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). In order to track this item on a monthly basis, the labor included for the current month is based on the budget.

Explanation of Variance

1. The positive variance identified on the dashboard is due to a much lower percentage of MWDOC water being purchased in December instead of an annualized blended mix of less expensive DRWF water and MWDOC water.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	859.01	836.00	<i>Thru:</i> December 2012
February 2012	843.39	834.00	<i>Goal:</i> 914.00
March 2012	858.00	832.00	
April 2012	846.00	828.00	
May 2012	887.00	826.00	
June 2012	893.00	824.00	
July 2012	836.00	776.00	
August 2012	726.00	812.00	
September 2012	866.00	766.00	
October 2012	960.00	920.00	
November 2012	849.00	808.00	
December 2012	813.00	914.00	

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). In order to track this item on a monthly basis, the labor included for the current month is based on the budget.

Explanation of Variance

1. The actual cost of non-potable water was well below budget due primarily to a lack of purchased supplemental water. Demands were met from produced water included in storage.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	463.75	473.00	<i>Thru:</i> December 2012
February 2012	500.14	486.00	<i>Goal:</i> 475.00
March 2012	536.00	493.00	
April 2012	370.00	482.00	
May 2012	410.00	479.00	
June 2012	346.00	472.00	
July 2012	279.00	319.00	
August 2012	314.00	339.00	
September 2012	297.00	321.00	
October 2012	428.00	454.00	
November 2012	420.00	448.00	
December 2012	313.00	475.00	

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. In order to track this item on a monthly basis, the labor included for the current month is based on the budget.

Explanation of Variance

1. Immaterial.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	2,202.00	2,273.00	<i>Thru:</i> December 2012
February 2012	2,218.65	2,313.00	<i>Goal:</i> 2,452.00
March 2012	2,331.06	2,363.00	
April 2012	2,467.50	2,401.00	
May 2012	2,506.00	2,463.00	
June 2012	2,194.00	2,491.00	
July 2012	2,297.00	2,435.00	
August 2012	2,250.00	2,346.00	
September 2012	2,268.00	2,333.00	
October 2012	2,392.00	2,409.00	
November 2012	2,409.00	2,438.00	
December 2012	2,353.00	2,452.00	

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.

Explanation of Variance

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	.08	.08	<i>Thru:</i> December 2012
February 2012	.08	.08	<i>Goal:</i> .08
March 2012	.08	.08	
April 2012	.08	.08	
May 2012	.08	.08	
June 2012	.11	.08	
July 2012	.10	.08	
August 2012	.09	.08	
September 2012	.09	.08	
October 2012	.09	.08	
November 2012	.08	.08	
December 2012	.08	.08	

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

Real Property Performance

MONTHLY STATUS REPORT

Metric Owner: Finance

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:

Monthly 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.

Explanation of Variance

1. Immaterial.

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	1.07	1.00	<i>Thru:</i> December 2012
February 2012	1.00	1.00	<i>Goal:</i> 1.00
March 2012	1.00	1.00	
April 2012	1.02	1.00	
May 2012	1.03	1.00	
June 2012	1.03	1.00	
July 2012	1.07	1.00	
August 2012	1.00	1.00	
September 2012	1.20	1.00	
October 2012	1.08	1.00	
November 2012	1.03	1.00	
December 2012	.98	1.00	

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.

Explanation of Variance

1. The current month actual G&A rate is 1.88 which is higher than the projected rate of 1.80 for fiscal year 2012-13. The FYTD G&A rate, July through June, is 1.71 which brings the under applied G&A to (\$694,892.48).

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	2.28	1.80	<i>Thru:</i> December 2012
February 2012	.70	1.80	<i>Goal:</i> 1.80
March 2012	1.80	1.80	
April 2012	1.50	1.80	
May 2012	2.10	1.80	
June 2012	2.10	1.80	
July 2012	2.00	1.80	
August 2012	1.40	1.80	
September 2012	2.40	1.80	
October 2012	1.60	1.80	
November 2012	1.30	1.80	
December 2012	1.88	1.80	

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.

Explanation of Variance

1. Total Overall Satisfaction =100%
 Satisfaction =94%
 Timely = 98%
 Phone = 100%
 Field Contact = 81%

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	98.00	90.00	<i>Thru:</i> December 2012
February 2012	98.00	90.00	<i>Goal:</i> 90.00
March 2012	95.00	90.00	
April 2012	99.00	90.00	
May 2012	96.00	90.00	
June 2012	100.00	90.00	
July 2012	93.00	90.00	
August 2012	99.00	90.00	
September 2012	97.00	90.00	
October 2012	93.00	90.00	
November 2012	93.00	90.00	
December 2012	94.00	90.00	

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.

Explanation of Variance

1. 5 surveys were returned of 27 surveys sent (19%). 4 of 5 respondents (100%) rated satisfaction as 5 or 6 on a scale of 1 to 6. In the 12 month period ending December 2012, 100 surveys have been returned of 297 surveys sent (34%). 78 of 100 respondents (78%) rated satisfaction as 5 or 6 on a scale of 1 to 6. 12 month average rating is 5.08%

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	5.40	5.00	<i>Thru:</i> December 2012
February 2012	4.60	5.00	<i>Goal:</i> 5.00
March 2012	5.00	5.00	
April 2012	4.77	5.00	
May 2012	5.13	5.00	
June 2012	4.67	5.00	
July 2012	4.50	5.00	
August 2012	5.33	5.00	
September 2012	5.00	5.00	
October 2012	5.64	5.00	
November 2012	4.98	5.00	
December 2012	5.20	5.00	

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

DATS Well Production

MONTHLY STATUS REPORT

Metric Owner: Tom Roberts

Operations Manager

Definition of Measure:

Number of acre-feet of water produced by Dyer Road wells C-8 and C-9 to supply water to the Deep Aquifer Treatment System (DATS).

Method:

Summation of production from wells C-8 and C-9.

Data Collection

Data collected from meters at wells.

Explanation of Variance

1. None

MONTHLY DATA

<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	736.00	700.00	<i>Thru:</i> December 2012
February 2012	756.00	700.00	<i>Goal:</i> 700.00
March 2012	689.00	700.00	
April 2012	805.00	700.00	
May 2012	685.00	700.00	
June 2012	802.00	700.00	
July 2012	733.00	700.00	
August 2012	745.00	700.00	
September 2012	703.00	700.00	
October 2012	704.00	700.00	
November 2012	702.00	700.00	
December 2012	732.00	700.00	

IRVINE RANCH WATER DISTRICT
STRATEGIC MEASURES

IDP Treated Water

MONTHLY STATUS REPORT

Metric Owner: Tom Roberts Operations Manager

Definition of Measure:

Number of acre-feet of treated water produced by the Irvine Desalter Project (IDP).

Method:

Difference between final effluent volume and discharge to storm drain volume.

Data Collection

Data collected from final effluent and discharge to storm drain meters.

Explanation of Variance

1. None

MONTHLY DATA

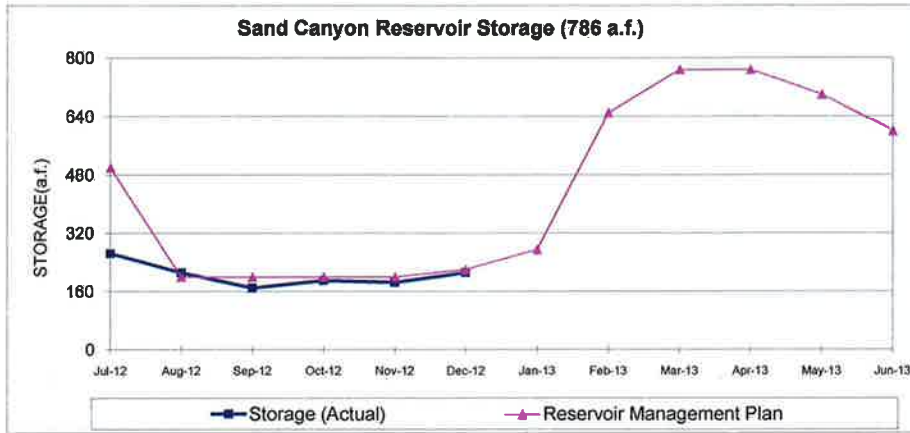
<u>Month</u>	<u>Value</u>	<u>Goal</u>	<i>From:</i> January 2012
January 2012	162.00	185.00	<i>Thru:</i> December 2012
February 2012	138.00	185.00	<i>Goal:</i> 185.00
March 2012	136.00	185.00	
April 2012	187.00	185.00	
May 2012	178.00	185.00	
June 2012	235.00	185.00	
July 2012	200.00	185.00	
August 2012	196.00	185.00	
September 2012	225.00	185.00	
October 2012	218.00	185.00	
November 2012	221.00	185.00	
December 2012	239.00	185.00	

EXHIBIT "B"

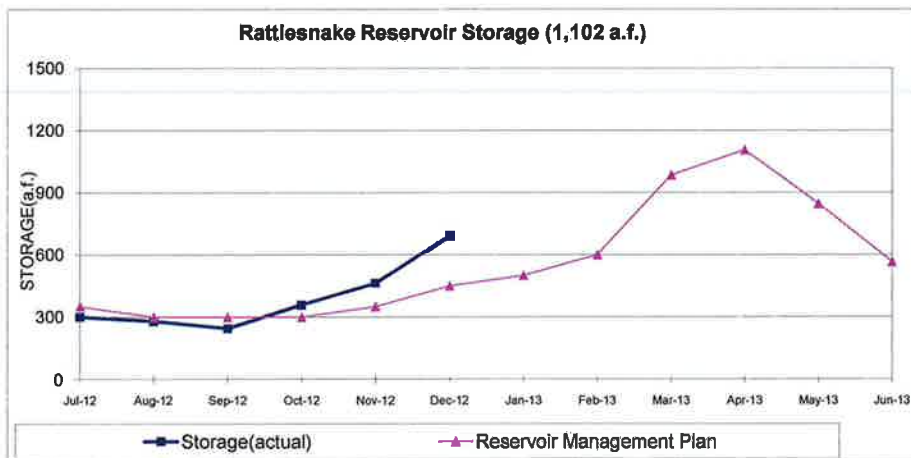
DYER ROAD WELL FIELD STATUS							Dec-2012
Well Number	Production Mo./YTD	Ref. Point Elevation	Depth to Water 12/31/2012	Water Level-MSL	Depth of Bowls	Bowl Setting-MSL	Feet of Water Above Intake
1	69.1 AF 869.2 AF	34	N/A	N/A	270	-236	N/A
2	0.0 AF 78.2 AF	37	86	-50 Static	270	-234	184
3	0.7 AF 0.7 AF	55	97	-42 Static	215	-160	118
4	128.8 AF 1,308.7 AF	38	142	-104 Pumping	216	-178	74
5	57.4 AF 700.8 AF	48	285	-237 Pumping	290	-242	5
6	65.0 AF 885.6 AF	43	88	-45 Static	250	-207	162
7	26.5 AF 621.5 AF	40	104	-64 Static	290	-250	186
C-8 DATS	413.6 AF 2,488.1 AF	37	132	-95 Pumping	305	-268	173
C-9 DATS	318.4 AF 1,923.5 AF	23	133	-110 Pumping	305	-282	172
10	375.5 AF 2,089.6 AF	47	90	-43 Static	250	-203	160
11	117.5 AF 384.9 AF	40	172	-132 Pumping	300	-260	128
12	230.9 AF 1,230.6 AF	51	155	-104 Pumping	300	-249	145
13	71.3 AF 489.2 AF	40	99	-59 Static	300	-260	201
14	146.7 AF 1,024.4 AF	47	108	-61 Static	311	-264	203
15	402.3 AF 2,124.4 AF	44	162	-118 Pumping	300	-256	138
16	102.3 AF 587.4 AF	47	99	-52 Static	280	-233	181
17	304.1 AF 1,789.7 AF	52	170	-119 Pumping	250	-199	80
18	109.1 AF 903.7 AF	45	219	-174 Pumping	300	-255	81
Clear production:	2,207.2 AF for the month						
FYTD:	15,088.6 AF						
DATS production:	732.0 AF for the month						
FYTD:	4,411.6 AF						

EXHIBIT "C"

RESERVOIR DATA FY 12-13

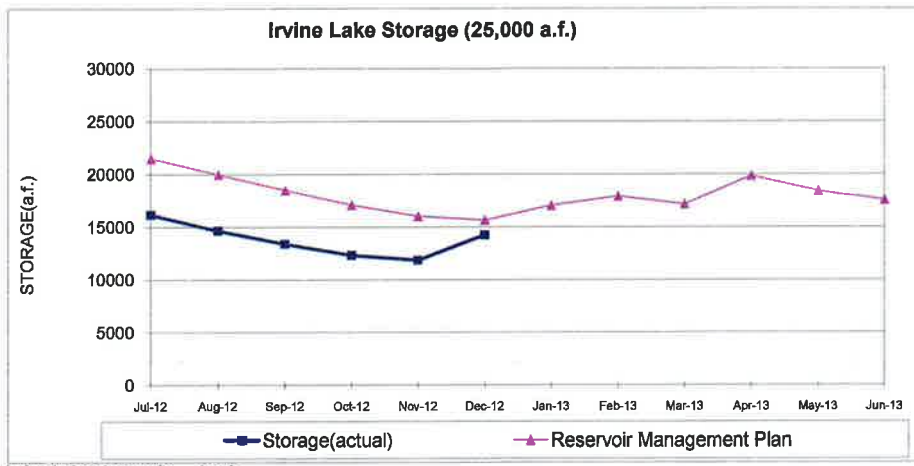


Sand Canyon Reservoir storage is on track.

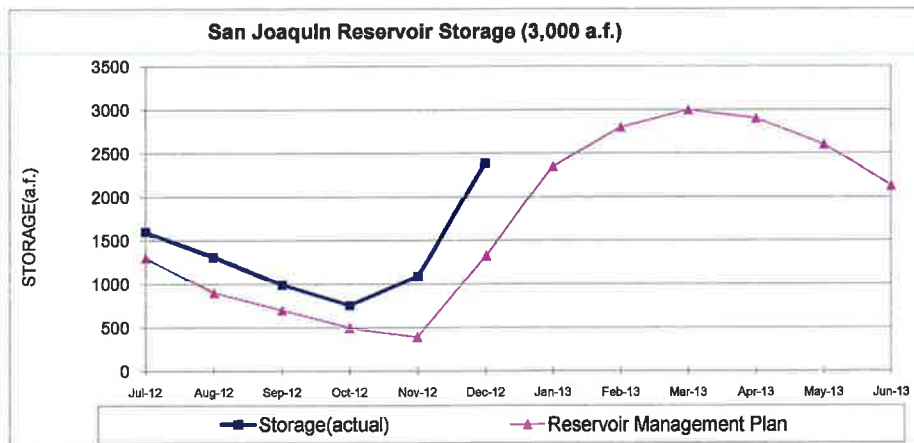


Rattlesnake Reservoir storage is above average due to early rain and low demands.

RESERVOIR DATA FY 12-13



Irvine Lake storage is on track.



San Joaquin Reservoir storage is on track.

January 28, 2013
Prepared and
Submitted by: K. Burton *KB*
Approved by: Paul Cook *Paul Cook*

CONSENT CALENDAR

54-INCH BARRANCA PARKWAY PIPELINE RELOCATION PROJECT CONTRACT TERMINATION

SUMMARY:

In October 2007, the Board approved a reimbursement agreement with Vestar-Kimco Tustin, LLP (Vestar) and awarded a construction contract to Vadnais Corporation in the amount of \$3,817,565 for the construction of IRWD's Barranca Parkway Pipeline Relocation Project. Construction has been on hold for almost five years due to Vestar's schedule delay caused by the economic slowdown. The IRWD pipeline relocation is anticipated to again commence in 2013, but will be combined into a larger utility relocation and construction contract managed by Vestar. Staff requests the Board approve the termination for convenience of the construction contract with Vadnais Corporation for the 54-inch Barranca Parkway Pipeline Relocation Project.

BACKGROUND:

The commercial development named "The District at Tustin Legacy" is a Vestar project. It is located on the southeast corner of the former MCAF-Tustin; it is bounded by Warner Avenue to the north, Tustin Ranch Road to the east, Barranca Parkway to the south, and Jamboree Road to the west. As a project condition of approval by the City of Tustin, a large reinforced concrete storm drain box (double 14' by 8.5' box) must be constructed across Barranca Parkway as part of the storm drain improvements. The storm drain box necessitates the relocation of several existing utilities currently within Barranca Parkway: a 73-inch Metropolitan Water District (MWD) transmission main, a 66-kV Southern California Edison electrical duct bank, and two IRWD pipelines, namely a 16-inch recycled waterline and a 54-inch domestic waterline that serves as the transmission main from the Dyer Road Well Field. The IRWD pipelines and the MWD pipeline are proposed to be relocated beneath the storm drain box. The IRWD pipeline relocations were designed by Development Resource Consultants for Vestar and were planned to be performed under a separate construction contract prior to the MWD pipeline relocation and the storm drain box construction.

In October 2007, the Board approved a reimbursement agreement with Vestar and awarded a construction contract to Vadnais Corporation in the amount of \$3,817,565 for the construction of IRWD's pipeline relocation project. The reimbursement agreement included all costs for construction and an IRWD administrative cost equaling 7% of the construction cost.

Vestar's original schedule called for Vadnais to construct the critical part of the relocation (the 54-inch pipeline) within a narrow time window, between February 10 and March 30, 2008. IRWD and Vadnais were ready to commence construction activities at the beginning of this window of time, but at the last moment, Vestar informed IRWD that its prime contractor would not be finished with its work and the site of Vadnais' work would not be available. As a result of this change in schedule, IRWD requested Vadnais demobilize and await further direction in

regard to Vestar's new schedule. Due to the economic slowdown Vestar halted further development and the pipeline relocation project has been on hold for almost five years. In recent months Vestar informed IRWD that they were planning to commence further development in 2013 and they wanted to combine the IRWD pipeline relocation into a single contract with the MWD pipeline relocation and construction of the storm drain box.

Contract Termination:

Due to Vestar's desire to combine the various pipeline relocations and storm drain box construction into a single construction contract, staff notified Vadnais that IRWD intended to terminate their construction contract for convenience pursuant to the contract General Provisions. Vadnais was amenable to terminating the contract and staff negotiated a Contract Change Order (CCO) in the amount of \$35,525.90 to compensate Vadnais for insurance, bonds, and other miscellaneous costs incurred during the five year delay. CCO No. 2 was approved by the General Manager in September 2012 and is attached for reference as Exhibit "A".

FISCAL IMPACTS:

Projects 11166 (1408) and 31166 (1696) are included in the FY 2012-13 Capital Budget. Including CCO No. 2, IRWD has expended \$349,653.90 in payments to Vadnais for the pipeline relocation construction contract. Per the terms of the Reimbursement Agreement with Vestar, IRWD should be reimbursed the \$349,653.90, plus an additional \$24,475.77 for the 7% administration cost, for a total of \$374,129.67. Staff has submitted a request to Vestar for payment of the full amount. Vestar is currently reviewing IRWD's reimbursement request, but has informally told staff they may dispute a portion of the requested amount. Staff has informed Vestar that the proposed pipeline relocation planned for 2013 will require a new reimbursement agreement with IRWD and that the prior reimbursement agreement must be settled prior to IRWD entertaining a new agreement.

ENVIRONMENTAL COMPLIANCE:

The project is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15302 (class 2).

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on January 17, 2013.

RECOMMENDATION:

THAT THE BOARD APPROVE THE TERMINATION FOR CONVENIENCE OF THE CONSTRUCTION CONTRACT WITH VADNAIS CORPORATION FOR THE 54-INCH BARRANCA PARKWAY PIPELINE RELOCATION, PROJECTS 11166 (1408) AND 31166 (1696).

LIST OF EXHIBITS:

Exhibit "A" – Contract Change Order No. 2

EXHIBIT "A"

CONTRACT CHANGE ORDER

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



C.O. No. 2 Page 1 of 1

Final

Project No. 11166 & 31166

Date: September 18, 2012

54-Inch Barranca Pkwy Pipeline Relocation – VESTAR Development

Project Title

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS +
<p>This Change Order adds compensation for additional delay of the Work. The Work was previously demobilized and delayed pursuant to Change Order No. 1 on a temporary basis for a restart anticipated to occur in the fall of 2008. The Work was not resumed as anticipated and the subsequent delay has continued through termination of the Agreement as described herein.</p> <p>It is the intent of DISTRICT to terminate the Agreement, in whole, for convenience pursuant to General Provisions Article 17, Paragraph 17.3, subject to and upon DISTRICT's receipt of the amount due as listed below. CONTRACTOR agrees that DISTRICT's transmittal of the proposed form of this Change Order to CONTRACTOR constituted the 10-day written notice of such termination required in Paragraph 17.3.1. CONTRACTOR hereby assigns to DISTRICT all pipe and casing materials that CONTRACTOR previously delivered to the Work staging area, and DISTRICT hereby takes over and accepts such materials. DISTRICT shall not take over, and CONTRACTOR shall terminate, any subcontracts and material and equipment contracts. CONTRACTOR and DISTRICT acknowledge that the Work was previously demobilized for an indefinite period pending rescheduling of the adjacent Vestar development project, then anticipated to be in the fall of 2008. DISTRICT and CONTRACTOR agree that Progress Payment No. 3 adjusts the total of prior payments to include compensation to CONTRACTOR in full for such additional delay added by this Change Order, as well as the retention payment due CONTRACTOR and amounts due to CONTRACTOR for the previous demobilization, materials delivered, and all other work executed and expenses sustained by CONTRACTOR, including all termination expenses, through the date of the termination, less prior amounts paid to CONTRACTOR. CONTRACTOR agrees that no other amounts are claimed or owed to CONTRACTOR under General Provisions Paragraphs 17.3.1 or 17.3.2 or otherwise under the Agreement. Progress Payment No. 3 results in a credit to DISTRICT in the amount of \$15,000, which CONTRACTOR agrees to pay in three monthly installments of \$5,000 each, due on the fifth day of October, November and December, 2012 respectively.</p> <p>DISTRICT and CONTRACTOR agree that this Change Order No. 2 sets forth their agreement regarding the termination for convenience as contemplated in General Provisions Article 17, Paragraph 17.3. The termination shall be effective upon DISTRICT's receipt of the \$15,000 credit payment and approval by DISTRICT's Board of Directors, anticipated to be submitted to the meeting of December 10, 2012.</p>	\$35,525.90		+
TOTAL	\$35,525.90		0

			DAYS +
1. NET AMOUNT THIS CHANGE ORDER =			\$35,525.90
2. ORIGINAL CONTRACT AMOUNT =			\$3,817,565.00
3. TOTAL PREVIOUS CHANGE ORDER(S) =			\$86,000.00
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3) =			\$3,903,565.00
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4) =			\$3,939,090.90

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

Thirty Five Thousand Five Hundred Twenty Five Dollars and 90/cents

Date 9/19/12 Vadnais Corporation
 Contractor

[Signature]
 By

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
IRWD Engineer or Consulting Engineer	Date	Department Director Approval Required General Manager Approval Required <input checked="" type="checkbox"/> Committee Approval Required Board Approval Required
Principal Engineer <i>[Signature]</i>	Date 9/19/12	
Executive Director of Engineering & Planning <i>[Signature]</i>	Date 19 Sept 2012	By _____ Date _____ 509790 Purchase Order No.
General Manager	Date	

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 the Change Order and that no additional compensation is warranted nor shall it be allowed. CHANGES: All work materials 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 the Order. The time for completing the contract will not be extended unless expressly provided for in the Change Order.

DF
January 28, 2013
Prepared and
Submitted by: K. Burton *KB*
Approved by: Paul Cook *PC*

CONSENT CALENDAR

2013 PROJECT MANUAL

SUMMARY:

The District's standard form construction contract documents consist of the plans for the project, Project Manual and Construction Manual. The Project Manual, excluding the Special Provisions, Project Technical Specifications and Appendix, was last revised in November 2011. Staff recommends the Board rescind Resolution No. 2011-50 and adopt a resolution revising the Project Manual subject to non-substantive revisions.

BACKGROUND:

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

Project Manual

Instruction to Bidders
Notice Inviting Bids
Bid Form
Agreement, Bonds and Insurance
General Provisions
Special Provisions
General Requirements
Project Technical Specifications
Appendix

Construction Manual

General Technical Specifications
Standard Drawings

The manuals are revised periodically, with revisions to the Project manual, excluding the Special Provisions, Project Technical Specifications and Appendix, being approved by resolution. The Project Manual was last revised in November 2011. The plans are project-specific and the Construction Manual is updated as necessary to incorporate changes to the District's General Technical Specifications and Standard Drawings. Project plans and the Construction Manual are approved by the General Manager and/or the Executive Director of Engineering and Planning.

The 2013 Project Manual incorporates one significant and several minor edits that have accumulated since November 2011. The significant revision is due to 2010 amendments to the contractor's licensing statutes and the limited liability company statutes to allow limited liability companies to obtain contractor licenses. The State Contractors License Board began to process these licenses January 1, 2012. The District's standard form construction documents have been revised to provide for corporations, partnerships, joint ventures, individuals, and limited liability companies.

The minor edits include the addition of the District's Oracle Project Number throughout the various sections of the Project Manual, clarification of the calculation procedure in the Contractor Allowances for Changes and Additions to the Work section of the General Provisions, legislative revisions to the Prevailing Wage, Apprentices, Payroll Records, and Inspection and Audit sections of the General Provisions, and updated standard ACORD insurance forms.

Staff recommends the Board rescind Resolution No. 2011-50 and adopt a resolution revising the Project Manual subject to non-substantive revisions. A copy of the Resolution is attached as Exhibit "A". An edited version of the 2013 Project Manual, with all revisions shown in "track mode", is attached as Exhibit "B". All revisions have been reviewed by the District's legal counsel.

FISCAL IMPACTS:

Expense for revisions is covered under existing Expenditure Authorizations.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on January 17, 2013.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE SUBJECT TO NON-SUBSTANTIVE CHANGES TO THE DOCUMENTS:

RESOLUTION NO. 2013 -

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY,
CALIFORNIA, RESCINDING RESOLUTION NO. 2011-50
AND REVISING STANDARD FORM CONSTRUCTION
CONTRACT DOCUMENTS

LIST OF EXHIBITS:

Exhibit "A" – Resolution
Exhibit "B" – 2013 Project Manual

EXHIBIT "A"

RESOLUTION NO. 2013 -

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT, ORANGE COUNTY, CALIFORNIA, RESCINDING RESOLUTION NO. 2011-50 AND REVISING STANDARD FORM CONSTRUCTION CONTRACT DOCUMENTS

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

WHEREAS, the Board of Directors previously adopted on November 14, 2011 standard form construction contract documents which have undergone minor additions and deletions; and

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

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

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

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

Section 3. That Resolution No. 2011-50 adopted on November 14, 2011 be rescinded in its entirety.

ADOPTED, SIGNED AND APPROVED this 28th day of January 2013.

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

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

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

PROJECT MANUAL

FOR

PROJECT NO. _____ (____)

~~IRWD~~-CODE _____



PROJECT MANUAL

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Bid Documents

Agreement, Bonds, and Insurance

General Provisions

Section 0 – Special Provisions

Project Technical Specifications

Section 1	General Requirements
Sections 2-17	Technical Specifications

Appendix

BID DOCUMENTS

Contents

Notice Inviting Sealed Proposals (Bids)

Instructions to Bidders

Bid Form

Bid Bond

NOTICE INVITING SEALED PROPOSALS (BIDS)

FOR THE

PROJECT NO. _____ () _____

IRVINE RANCH WATER DISTRICT

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

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

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

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

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

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

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

It shall be mandatory for the bidder to whom the Work is awarded, and upon any subcontractor under the successful bidder, to pay not less than the specified rates to all workers employed by them in the execution of the Work.

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

The Contractor will be permitted to substitute securities for moneys withheld under this Agreement to ensure performance. Such substitution shall be subject to the provisions of Article 11.8 of the General Provisions of the Agreement.

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

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

~~DISTRICT's District~~ Board of Directors on _____ approved the following finding during a properly noticed and normally scheduled public hearing and prior to bid: "That this project is substantially complex and therefore requires a higher retention amount than five (5) percent, and that the actual retention amount of _____ percent be established for this project." All references in the Contract Documents indicating a five (5) percent retention amount are hereby superseded and replaced with the higher retention amount specified in the preceding sentence.

BIDDERS LIST

PROJECT NO. ()

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

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 PROPOSAL REQUIREMENTS AND CONDITIONS

1.1 Contract Documents

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

1.2 Contractor's License

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

1.3 Proposals

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

1.4 Withdrawal of Bid

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

1.5 Bidders Interested in More Than One Bid

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

1.6 Interpretation of Plans and Other Documents

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

1.7 Substitute and Or Equivalent Items

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

1.8 Engineer's Opinion of Probable Cost

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

1.9 Addenda

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

ARTICLE 2 EXISTING CONDITIONS AND EXAMINATION OF CONTRACT DOCUMENTS

2.1 General

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

Bid Documents

Revised [1/13](#)

[S:\Deptlist\Engineering\Project Manual\2013 Project Manual\Bid Documents.docx](#)

IB - 2

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

ARTICLE 3 AWARD OF CONTRACT OR REJECTION OF BIDS

3.1 Award

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

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

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

3.1.4 If a schedule of work items includes alternative bid items that may be added to (“additive items”) or deducted from (“deductive items”) the bids (collectively, “Alternative Bid Items”), the lowest responsible Bidder will be determined from the total of the base bid for the schedule and all Alternative Bid Items, unless another method is provided in the Special Provisions.

3.2 Agreement and Bonds

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

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

3.2.3 Should any surety or sureties be deemed unsatisfactory at any time by the DISTRICT, notice will be given CONTRACTOR to that effect, and CONTRACTOR shall substitute a new surety or sureties satisfactory to the DISTRICT. No further payment shall be deemed due or will be made under the Agreement until the new sureties qualify and are accepted by the DISTRICT.

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

INSTRUCTIONS TO BIDDERS

3.3 Insurance Requirements

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

3.4 Execution of Agreement

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

3.5 Failure to Execute Agreement or Submit Insurance

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

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

ARTICLE 4 ASSIGNMENT OF ANTITRUST ACTIONS

4.1 General

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

INSTRUCTIONS TO BIDDERS

ARTICLE 5 MISCELLANEOUS

5.1 Bid Breakdown

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

5.2 Contract Time

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

5.3 Liquidated Damages

Liquidated damages shall be as set forth in the Agreement.

5.4 Proposed Construction Schedule

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

BID PROPOSAL

DOCUMENT CHECKLIST

PROJECT NO. _____ () _____

Bid proposals shall include the following documents:

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

BID FORM

PROPOSAL TO

IRVINE RANCH WATER DISTRICT

PROJECT NO. ()

Name of Bidder: _____

Business Address: _____

in the City of _____, County of _____,

State of _____, Zip Code _____.

Phone No. _____.

TO: BOARD OF DIRECTORS,
IRVINE RANCH WATER DISTRICT

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

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

SCHEDULE OF WORK ITEMS

PROJECT NO. ()

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

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

Signature of Bidder

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work whether they be more or less than those shown.

DISTRICT reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by DISTRICT in its sole discretion, to be in DISTRICT's best interest.

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

STATEMENTS BY BIDDER

PROJECT NO. ()

Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier and location of plant proposed to be used under the Agreement. Award of an Agreement under this proposal (bid) will not imply approval by DISTRICT of a manufacturer or supplier listed by the bidder. However, if a manufacturer or supplier is acceptable to DISTRICT, the successful bidder shall furnish the items from the manufacturer or supplier indicated. Any manufacturer or supplier listed in the Agreement may be substituted, changed, or omitted by the successful bidder, subject to the approval of DISTRICT, without subjecting DISTRICT to any liability for the substitution, change or omission.

The listing of any manufacturer or supplier in the Agreement does not, and is not intended to, grant any right, title, or interest in the Agreement for the benefit of the named manufacturer or supplier. Each bidder shall inform in writing each named manufacturer or supplier that the so named manufacturer or supplier is listed for information purposes only and they may be substituted, changed, or omitted by the successful bidder, subject to the approval of DISTRICT, without subjecting DISTRICT to any liability for the substitution, change or omission. The successful bidder shall reimburse DISTRICT for any expenses incurred by DISTRICT as a result of the successful bidder's failure to so notify each named manufacturer or supplier.

The listing of lead times for delivery is for informational purposes only and will not affect the Contract Times(s) specified herein or entitle the successful bidder to an extension(s) of time. The successful bidder is responsible for obtaining delivery of all items at times that will ensure completion within the Contract Time(s).

A. Lead time for delivery from date of signing the Agreement shall be as follows:

<u>Item</u>	<u>Calendar Days</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. The bidder intends to furnish materials supplied by the following manufacturers: (Bidder to list one manufacturer only for each item.)

<u>Item</u>	<u>Manufacturer</u>

- C. The name and location of place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the Work, or improvements, in an amount in excess of 1/2 of 1 percent (0.5%) of the bidder's total Bid, and the portion of the Work which will be done by each subcontractor is set forth as follows:

<u>Name of Subcontractor</u>	<u>Address of Offices</u>	<u>Portion of Work to be Subcontracted</u>

- D. Except as hereinabove provided, the bidder acknowledges and agrees that the bidder will perform all required work in accordance with Section 4106 of the California Public Contract Code.

- E. Person who inspected site of the proposed Work for the bidder:

Name: _____ Date of Inspection: _____

Name: _____ Date of Inspection: _____

- F. It is agreed that, if requested by DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of their current financial condition.

G. The undersigned shall furnish the following information. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Additional sheets may be attached if necessary.

(1) Address: _____

(2) Type of firm: Individual _____
 Partnership _____
 Joint Venture _____
 Corporation _____

Limited Liability Company

(3) Telephone: _____

(4) Contractor's license: Primary class. _____ Lic. No. _____

~~Supplemental classifications held, if any:~~

(5) Number of years as a contractor in construction work of this type: _____

(6) Three projects of this type and complexity recently constructed by bidder:

<u>Contract Amount</u>	<u>Type of Project</u>	<u>Date Completed</u>	<u>Owner's Name & Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BID SECURITY DECLARATION

PROJECT NO. _____ () _____

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

IRVINE RANCH WATER DISTRICT

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

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

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

ADDENDA ACKNOWLEDGMENT

PROJECT NO. ()

Bidder shall signify receipt of all addenda (if any) here:

Addenda Nos.

Respectfully submitted,

Contractor or Authorized Representative

By _____

Complete Business Address

Telephone Number

FAX Number

Contractor's License Number

Dated: _____.

NOTE: If bidder is a **corporation**, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and the corporate seal shall be affixed; if bidder is a **partnership**, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the bidder is an **individual**, his signature shall be placed above; if the bidder is a **joint venture**, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer; if the bidder is a **limited liability company**, the name of the limited liability company shall be set forth above with the signature(s) and title(s) (member, manager, or officer(s)) of the representative(s) authorized to sign contracts on behalf of the limited liability company.

CERTIFICATION OF BIDDERS AND QUALIFICATIONS

PROJECT NO. ()

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

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

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

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

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

Signed this ____ day of _____, 20 __

Name of Bidder

Contractor's License No.

Contractor's License Expiration Date

Signature of Bidder

Title of Signatory

SAFETY PROGRAM CERTIFICATION

PROJECT NO. ()

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

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

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

Signed this _____ day of _____, 20__

Name of Bidder

Signature of Bidder

Title

NON-COLLUSION AFFIDAVITDECLARATION

PROJECT NO. _____ (____)_____

The undersigned declares:

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

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

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

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

Signature

Name

TitleState of California _____)
_____) ss.

County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Witness my hand and official seal.

Signature (Corporate Seal)

Subscribed and sworn to before me on _____, 20____

(Notary Seal)
(Notary Public)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal, and _____ as Surety, are held and firmly bound unto the

IRVINE RANCH WATER DISTRICT

hereinafter called DISTRICT, in the penal sum of

_____ Dollars (\$_____),

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

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

PROJECT NO. ()

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

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

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

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

Two Witnesses (if individual)

PRINCIPAL

By _____

Title _____

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

Title

Corporate Seal

Attach acknowledgments of authorized representative of Principal.

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

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

SURETY

By _____

Title _____

ATTEST: (if corporation)

Title

Corporate Seal

Attach acknowledgments of authorized representatives of Surety.

AGREEMENT, BONDS, AND INSURANCE

Contents

Agreement

Performance Bond

Payment Bond

Contractor's Certificate Regarding Worker's Compensation

Certificates of Insurance and Endorsements

AGREEMENT

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

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

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

PROJECT NO. _____ (____)

in accordance with the Contract Documents therefor.

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

Early Occupancy Milestone

Substantial Completion

()

() days

()

() days

()

() days

- 3. CONTRACT PRICE: DISTRICT will pay CONTRACTOR in accordance with the prices shown in the bid form.
- 4. PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions. The filing of the notice of completion by DISTRICT shall be preceded by final acceptance of the Work by DISTRICT.
- 5. LIQUIDATED DAMAGES:

- 5.1 Liquidated Damages shall be assessed at the rate of \$_____ per calendar day, in accordance with the General Provisions.
- 5.2 For any early occupancy milestone that is not Substantially Complete within the time set forth above, Liquidated Damages shall be assessed at the rates per calendar day listed below for each calendar day that expires after the time specified in paragraph 2.2 above, until the early occupancy milestone Work is Substantially Complete. Liquidated damages shall be assessed cumulatively for early occupancy milestones that are not substantially completed, as well as for substantial completion of the Work.

Early Occupancy Milestone

Liquidated Damages Per Day

()

(\$)

()

(\$)

()

(\$)

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

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

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

Dated: _____

IRVINE RANCH WATER DISTRICT
Owner

By _____
General Manager

ATTEST: _____
Secretary to the Board

(SEAL)

Dated: _____

Contractor

By _____

APPROVED:

Title _____

Attorney for District

(SEAL)

CORPORATE CERTIFICATE*

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

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

_____ CONTRACTOR,

_____ venturer of the joint venture named as CONTRACTOR in the foregoing Agreement,

_____ partner of the partnership named as CONTRACTOR in the foregoing Agreement,

_____ manager or member of the limited liability company named as CONTRACTOR in the
_____ foregoing Agreement;

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

I, _____, certify that I am the _____ Secretary
of the corporation named as CONTRACTOR in the foregoing contract; that
_____, who signed said contract on behalf of CONTRACTOR was
then _____ of said corporation; and that said corporation is in good standing;

~~and that said contract was duly signed for and in behalf of said corporation by express authority of its governing body and is within the scope of its corporate powers.~~

By _____

~~*To be completed if CONTRACTOR is a corporation. If CONTRACTOR is a joint venture or partnership that includes a corporation(s), a certificate must be obtained from the DISTRICT's office, completed and attached to this page.~~

Bond No. _____

Premium \$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, THE Board of Directors of the

IRVINE RANCH WATER DISTRICT

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

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

PROJECT NO. ()

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

NOW, THEREFORE, we the Principal and

_____ as Surety, and held firmly bound unto the

IRVINE RANCH WATER DISTRICT

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

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

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

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

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

APPROVED:

(Attorney for the District)

Principal
By _____
Title _____

Any Claims under this bond may be addressed to:

(Name and address of Surety)

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

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

Surety

(Attach Acknowledgment)

By _____

Title _____

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

PAYMENT BOND

We, _____

as Principal, and _____

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

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

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

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

construction of:

PROJECT NO. _____ () _____

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

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

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

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

Executed in three original counterparts on

_____, 20____.

(Seal of Corporation)

Principal _____

By _____

Title _____

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

(Telephone Number of Surety's
Agent in California)

(Attach Acknowledgment)

Surety

By _____
Attorney-in-Fact

APPROVED:

Attorney for District

NOTICE:

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

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

Description of Contract:

PROJECT NO. ()

California Labor Code Section 3700 provides:

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

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

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

Dated: _____, 20__

Contractor

By _____

—(SEAL)

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

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

Schedule

Person or Organization

Job Description

Notes:

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

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

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

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned By _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/>	<input type="checkbox"/>				\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/>	RETENTION \$ <input type="checkbox"/>					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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



GENERAL PROVISIONS

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ARTICLE 1 DEFINITION

1.1 Definitions

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

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

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

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

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

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

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

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

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

Contract Time – The time, in calendar days, set forth in the Contract Documents for achieving substantial completion of the Work. Contract Time shall be measured from the date of commencement stated in the Notice of Award.

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

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

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

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

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

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

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

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

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

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

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

Holidays - The days designated by DISTRICT as legal holidays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Document Headings

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

1.3 Terms

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

1.4 Abbreviations

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

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

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

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

GENERAL PROVISIONS

1.5 Abbreviations – Common Usage

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

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

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

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

GENERAL PROVISIONS

1.6 Units of Measure, Their Abbreviation and Conversion

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

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

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 2 NOTICES

2.1 Notice and Service

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

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

2.2 CONTRACTOR Correspondence

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

2.3 DISTRICT Correspondence

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

GENERAL PROVISIONS

2.4 Use of Forms Provided

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

2.5 Initial Submittals by CONTRACTOR

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

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

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

2.6 Daily Reports By CONTRACTOR

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

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

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 3 CONTRACT DOCUMENTS

3.1 Applicable Law; Intent

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

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

3.2 Priority of the Contract Documents

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

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

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

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

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

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

3.3 Reuse of Documents

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

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 4 CONTRACTOR'S INSURANCE

4.1 General

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

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

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

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

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

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

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

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

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

4.3 Commercial General Liability Insurance

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

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

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

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

4.4 Automobile Liability Insurance

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

4.5 Builder's Risk Insurance

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

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

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

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

4.6 CONTRACTOR's Responsibility Not Limited by Insurance

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

4.7 Maintaining Insurance

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

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 5 DISTRICT'S RESPONSIBILITIES

5.1 Authority of DISTRICT's Representative

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

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

5.2 Plans and Supplemental Drawings

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

5.3 Copies of Documents

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

5.4 Land and Rights-of-Way

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

GENERAL PROVISIONS

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

5.5 DISTRICT Communications and Access

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

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

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

5.6 Surveying

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

5.7 DISTRICT May Stop the Work

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

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

GENERAL PROVISIONS

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

5.8 DISTRICT'S Right to Carry Out the Work

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

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

5.9 DISTRICT Removal of Personnel

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

5.10 Use of Completed Portions

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

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

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

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 Observing Laws and Ordinances

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

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

6.2 Permits and Licenses

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

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

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

6.3 Patents

CONTRACTOR shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work and shall hold harmless, indemnify and defend DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their officers, employees, and agents from all lawsuits or actions of every nature for or on account of the use of any patented materials, equipment, devices, or processes, and all costs of defense and attorneys' fees incurred therein by any of the foregoing indemnified persons.

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6.4 Safety

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

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

6.5 Emergencies

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

6.6 Concerning Subcontractors, Suppliers, and Others

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

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

6.6.3 CONTRACTOR shall give prompt written notice to DISTRICT as to the identity and qualifications of any Subcontractor, supplier, or other person or organization to whom CONTRACTOR intends to award work, and of CONTRACTOR'S intent to remove or replace a Subcontractor, supplier, or other person.

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

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

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

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

6.7 Assignment

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

6.7.2 Upon obtaining a prior written consent of DISTRICT, CONTRACTOR may assign monies due or to become due them under the Agreement, to the extent permitted by law, but any assignment of monies shall be subject to all proper setoffs in favor of DISTRICT and to all deductions provided for in the Contract Documents, and particularly all monies withheld, whether assigned or not, shall be subject to being applied by DISTRICT for the completion of the Work in the event that CONTRACTOR should be in default.

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

6.8 Time for Completion and Forfeiture Due to Delay

6.8.1 CONTRACTOR shall complete the Work and any designated portion of the Work within the Contract Time(s) set forth in the Agreement. Time is of the essence of this Agreement.

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

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

6.9 Prevailing Wage

6.9.1 Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Work is to be performed and DISTRICT has adopted said prevailing rate of wages. A copy of these prevailing rates is on file at the office of DISTRICT and shall be made available to any interested party on request. A copy of such prevailing wage rates shall be posted on the jobsite by CONTRACTOR.

6.9.2 CONTRACTOR shall comply with Labor Code Section 1775. In accordance with said Section 1775, CONTRACTOR shall forfeit as a penalty to DISTRICT, up to

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two hundred dollars (\$200), fifty (\$50), as determined by the Labor Commissioner, for each calendar day or portion of a day for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by them or, except as provided by the Labor Code, by any Subcontractor under them in violation of the provisions of the Labor Code, and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion of a day for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by CONTRACTOR.

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

6.10 Apprentices

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

6.10.2 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Department Director of Industrial Relations, ~~ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.~~

6.10.3 Willful violations of Section 1777.5 will result in forfeiture of one hundred dollars (\$100)~~\$50~~ for each calendar day of noncompliance, or up to three hundred dollars (\$300) for each calendar day of noncompliance for second and subsequent violations within a three-year period that result in apprenticeship training not being provided as required by the Labor Code, and may also result in debarment sanctions in the case of violations, as determined by the Labor Commissioner pursuant to Section 1777.7. Section 1777.7 also imposes requirements that, if not observed by CONTRACTOR, will result in CONTRACTOR's liability for Subcontractor violations of Section 1777.5.

6.11 Payroll Records

CONTRACTOR and each of their Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and

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overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work. The records shall be on forms provided by the Division of Labor Standards Enforcement or forms with the same information as required by the Division's form. The records may consist of printouts of payroll data maintained as computer records, if the printouts contain the same information as the forms provided by the Division of Labor Standards and are verified as required under this paragraph. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that (1) the information contained in the payroll record is true and correct, and (2) CONTRACTOR (or the Subcontractor, as the case may be) has complied with the requirements of Sections 1771, 1811 and 1815 of the Labor Code for any of the work performed by their employees. The payroll records shall be submitted monthly to DISTRICT and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR (or the Subcontractor, as the case may be) to the employee or their authorized representative on request, to the Division of Labor Standards Enforcement ~~and the Division of Apprenticeship Standards of the Department of Industrial Relations~~ on request, and the public, provided that requests by the public must be made through DISTRICT, ~~the Division of Apprenticeship Standards~~, or the Division of Labor Standards Enforcement in accordance with the requirements of Labor Code Section 1776. Copies shall be provided to the requesting entity within ten (10) days after receipt of a written request. Any copy of a payroll record made available to the public or any public agency by DISTRICT shall be marked or obliterated to prevent disclosure of individual workers' names, addresses and social security numbers. CONTRACTOR shall inform DISTRICT of the location address of payroll records of CONTRACTOR and each Subcontractor and notify DISTRICT of a change in any such location within five (5) working days. In the event CONTRACTOR or a subcontractor fails to comply with the above-specified 10-day period, CONTRACTOR or the subcontractor shall forfeit as a penalty to DISTRICT ~~one hundred dollars (\$100) twenty-five dollars (\$25)~~ for each calendar day or portion of a day for each worker until strict compliance is effectuated. CONTRACTOR is not subject to a penalty under this paragraph due to the failure of a subcontractor to comply with this paragraph.

6.12 Underground Service Alert (USA) Contact Prior to Excavation

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

6.13 Conformity with Contract Documents and Allowable Deviations

6.13.1 The work shall conform to the lines, grades, dimensions, tolerances, and material

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

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

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

6.14 Errors or Discrepancies Noted by CONTRACTOR

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

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

6.15 Disputed Work

If there is a disagreement between DISTRICT and CONTRACTOR as to the interpretation of the Contract Documents and the disagreement becomes a dispute between DISTRICT and CONTRACTOR as to liability for work required, DISTRICT may direct CONTRACTOR to proceed with the work and accept payment in an amount as later agreed upon or as may be fixed in a court of law. In proceeding under protest, CONTRACTOR shall keep accurate records of their costs on the disputed portion of the Work and shall submit each day to DISTRICT's Representative a daily summary of the hours and classification of equipment and labor used on the disputed portion of the Work, as well as a summary of any materials or any specialized services that are used. Failure to submit this information to DISTRICT in the required manner shall result in any discrepancy between DISTRICT'S and CONTRACTOR'S records being resolved in

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favor of DISTRICT'S records. CONTRACTOR is cautioned that when proceeding under the provisions of this paragraph, they are not working on an approved "time and material" basis.

6.16 Public Convenience and Safety

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

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

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

6.17 Responsibility for Loss, Damage, or Injuries

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

6.18 CONTRACTOR'S Responsibility for the Work

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

6.18.2 CONTRACTOR shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the related expenses. Where necessary to protect the Work or materials from damage, CONTRACTOR shall at their expense

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provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work for any cause whatever shall not relieve CONTRACTOR of their responsibility for the Work and materials as specified. If ordered by DISTRICT's Representative, CONTRACTOR shall at their expense properly store materials that have been partially paid for by DISTRICT or that have been furnished by DISTRICT. Such storage by CONTRACTOR shall be on behalf of DISTRICT, and DISTRICT shall at all times be entitled to the possession of such materials, and CONTRACTOR shall promptly return the same to the site for the Work when requested. CONTRACTOR shall not dispose of any of the materials so stored, except on written authorization from DISTRICT.

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

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

6.19 Preservation of Property

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

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

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

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

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

6.20 Taxes

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

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

6.21 CONTRACTOR Not Agent of DISTRICT

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

6.22 Inspection and Audit

6.22.1 DISTRICT shall have access to the Work and the right to audit all of CONTRACTOR's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to all cost and pricing data used by CONTRACTOR in the determination of CONTRACTOR's bid for the Work, in pricing, negotiating, or costing work covered by a Change Order or claim, or otherwise relating to the Work, and CONTRACTOR shall preserve and make available at CONTRACTOR's office at all reasonable times all such records for a period of five (5) years after Final Progress Payment. In addition, pursuant to California Government Code Section 8546.7, this contract, and CONTRACTOR and DISTRICT as the contracting parties, are subject to the examination and audit of the California State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three years after the final payment under the contract.

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

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until the disposition of such appeals, litigation, or claims.

6.23 Responsibility for Connecting to Existing Service and Utilities

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

6.24 Cutting and Fitting

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

END OF ARTICLE

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ARTICLE 7 COMMENCEMENT, PROSECUTION, AND COMPLETION OF THE WORK

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

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

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

7.2 Work to be Done

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

7.3 Preconstruction Conference

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

7.4 Project Meetings

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

7.5 Continuing the Work

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

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

7.6 Progress of the Work

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

7.7 Working Hours

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

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

7.8 Supervision

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

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

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

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

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

7.9 Quality of Materials and Equipment; Substitutions

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

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

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

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

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

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

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

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

7.10 Storage of Materials and Equipment

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

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

7.11 Advance Notification

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

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DISTRICT's Representative.

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

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

7.12 Construction Power and Water

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

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

7.13 Disposal of Excess Excavated Soil Materials

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

7.14 Dust and Smoke Control

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

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

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

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

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

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

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

7.15 Noise Control

Contractor shall abide by local noise ordinances.

7.16 Excavation Plans for Worker Protection

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

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

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

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

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7.17 Construction Dewatering, Erosion Control, Stormwater Discharge

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

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

7.18 Record Documents

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

7.19 Substantial Completion

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

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

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

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

7.20 Final Inspection

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

7.21 CONTRACTOR's Continuing Obligation

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

7.22 Cleaning During Construction and Final Cleanup

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

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

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

7.23 Operation and Maintenance Manuals

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

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

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7.23.2 Drafts of the manuals shall be submitted 30 days prior to startup and testing. Manuals shall be submitted in their final form prior to Final Progress Payment application.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 8 SITE CONDITIONS

8.1 Removal of Obstructions

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

8.2 Location of Utilities and Structures

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

8.3 Main or Trunk Line Facilities

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

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

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

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8.4 Service Connections

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

8.5 Other Utilities or Structures

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

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

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

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

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

8.6.1 If asbestos or materials containing asbestos, petroleum or petroleum products, hazardous material or waste, or radioactive material is generated, uncovered, or revealed and is not shown or indicated in Contract Documents to be within the scope of the work, CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous

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

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

8.7 Hazardous Materials Brought to the Site by CONTRACTOR

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

8.8 Differing Physical Conditions

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

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

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

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

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

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

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

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 9 SHOP DRAWINGS AND SAMPLES

9.1 General

9.1.1 CONTRACTOR shall submit Shop Drawings to DISTRICT for review and approval in accordance with the schedule of Shop Drawing submissions. All submittals will be identified as DISTRICT may require, and eight (8) copies shall be submitted, except ten (10) copies shall be submitted for Shop Drawings related to electrical and instrumentation, unless otherwise specified in the Special Provisions. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show DISTRICT the materials and equipment CONTRACTOR proposes to provide and to enable DISTRICT to review the information for the limited purposes required by this Article.

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

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

9.2 Shop Drawings and Sample Submission Procedures

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

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

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

9.2.3 Each Shop Drawing and sample submission will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submission.

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

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

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

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

GENERAL PROVISIONS

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

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 10 SCHEDULES

10.1 General

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

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

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

10.2 Submittal of Schedules

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

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

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

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

10.3 Review of Schedules

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

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

10.4 Time of Performance

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

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10.5 Changes

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

10.6 As-Built Schedule

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

END OF ARTICLE

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ARTICLE 11 PAYMENTS TO CONTRACTOR

11.1 Schedule of Values

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

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

11.2 Measurement of Quantities for Unit Price Work

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

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

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

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

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

11.3 Payment for Lump Sum and Unit Price Work

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

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

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

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

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

11.4 Progress Payments

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

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

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

11.4.5 The following is a summary of the provisions of article 1.7 of Chapter 1 of Part 3

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of Division 2 (commencing with Section 20104.50) of the Public Contract Code, regarding progress payments, and is subject to the actual provisions of that statute.

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

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

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

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

11.4.8 The number of days available to DISTRICT to make a payment without incurring interest pursuant to subparagraph 11.4.6 shall be reduced by the number of days by which DISTRICT exceeds the seven (7) day return requirement set forth in subparagraph 11.4.7.

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

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

11.5 Materials Onsite

11.5.1 If unused materials are included in a Progress Payment Request by CONTRACTOR, DISTRICT will in its sole discretion determine the value of any such materials and equipment not incorporated into the Work. DISTRICT will pay ninety-five (95) percent of the value so determined by DISTRICT, provided such materials and equipment have been delivered on the ground and suitably stored at the site, or have been stored offsite subject to the control of DISTRICT, in a manner acceptable to DISTRICT. When payment to CONTRACTOR is made for stored material and equipment, CONTRACTOR shall submit invoices marked "paid" by the supplier with the Progress Payment Request following such payment to CONTRACTOR documenting that CONTRACTOR has paid for said materials and equipment or the previously paid amount shall be deducted from remaining payments or retainage for stored materials and

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equipment not so properly documented.

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

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

11.6 Final Progress Payment and Retention Release

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

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

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

11.7 DISTRICT'S Right to Withhold and Use Certain Amounts

11.7.1 In addition to the amount that DISTRICT may retain in accordance with paragraph 11.4, DISTRICT may withhold a sufficient amount from any payment otherwise due to CONTRACTOR as in their judgment may be necessary to cover:

11.7.1.1 payments which may be past due and payable for just claims against CONTRACTOR or any Subcontractors for labor or materials furnished in or about the performance of the Work

GENERAL PROVISIONS

11.7.1.2 estimated or actual costs for correcting defective work not remedied

11.7.1.3. amounts claimed by DISTRICT as forfeiture due to delay or other offsets

11.7.2 DISTRICT may apply such withheld amounts to the payment of such claims at their discretion. In so doing, DISTRICT shall be deemed the agent of CONTRACTOR and any payments so made by DISTRICT shall be considered as a payment made under the Agreement by DISTRICT to CONTRACTOR, and DISTRICT shall not be liable to CONTRACTOR for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. DISTRICT will render to CONTRACTOR a proper account of such funds disbursed in behalf of CONTRACTOR.

11.7.3 In accordance with Public Contract Code Section 9201, DISTRICT shall timely notify CONTRACTOR if DISTRICT receives any third-party claim relating to the Work. DISTRICT shall be entitled to recover from CONTRACTOR the reasonable costs incurred by DISTRICT in providing such notification.

11.8 Substitution of Securities for Amounts Withheld

11.8.1 Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR may substitute securities for any monies withheld by DISTRICT to ensure performance of the Work. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with DISTRICT or with a state or federally chartered bank in California as the escrow agent. Such securities shall be released to CONTRACTOR at the same time as amounts retained would be released under paragraph 11.6 upon satisfactory completion of the Work, to the extent such securities have not previously been utilized or are not then being held by DISTRICT or the escrow agent for purposes as provided in this Agreement. Alternately, CONTRACTOR may request, and DISTRICT shall make, payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR as provided in Section 22300 of the Public Contract Code.

11.8.2 If such securities are deposited with DISTRICT, DISTRICT shall determine their value. DISTRICT shall also be entitled in their discretion to sell, redeem, or otherwise convert them or portions thereof to cash in order to apply them to any of the purposes set forth in the Agreement for which amounts may be withheld from CONTRACTOR and used. CONTRACTOR shall furnish such documents as are deemed necessary by DISTRICT to enable DISTRICT to make such sales, redemptions, or conversions.

11.8.3 If the securities are deposited with an escrow agent, CONTRACTOR, escrow agent, and DISTRICT shall execute the form entitled "Escrow Agreement for Security Deposits in Lieu of Retention."

11.8.4 Securities eligible for investment under this paragraph shall be those listed in California Government Code Section 16430 or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and DISTRICT.

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11.8.5 CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any accrued interest.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 12 OTHER WORK ONSITE

12.1 Cooperation with Other Work

12.1.1 Nothing in the Contract Documents shall be interpreted as granting to CONTRACTOR exclusive occupancy of the site of the Work. CONTRACTOR must ascertain to their own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by DISTRICT in the construction of the project, to the end that CONTRACTOR may perform the Work in the light of such other contracts, if any.

12.1.2 CONTRACTOR shall schedule their work and cooperate with all other forces working in the area so that all improvements in the project area may be installed in a logical, professional manner.

12.1.3 CONTRACTOR shall take due precautions to protect all improvements placed by others in the vicinity of their operations.

12.1.4 CONTRACTOR shall restrict operations of stockpiling material, equipment, spoil, etc., to within the easements, street right-of-way, or other designated areas as shown on the plans.

12.1.5 CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working in the area.

12.1.6 If through acts or neglect on the part of CONTRACTOR, any other contractor or subcontractor shall suffer loss or damage to their work, CONTRACTOR agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against DISTRICT, DISTRICT's Representative, the Engineer/Architect, or their consultants on account of any damage alleged to have been so sustained, DISTRICT shall notify CONTRACTOR who shall hold harmless, indemnify and defend DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their officers, directors, employees, and agents against any such claim, including attorney's fees and any other costs incurred by the indemnified parties relative to any such claim, provided, however, that the foregoing shall not relieve any indemnified party from liability to the extent that such liability arises from such parties' active negligence.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 13 CHANGES IN THE WORK

13.1 Changes In the Work

13.1.1. Without invalidating the Agreement and without notice of any surety, DISTRICT may, at any time, by duly executed Change Order or Change Request, order changes consisting of additions, deletions, or other revisions in the Work. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If a change under this Article causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, DISTRICT will make an adjustment as provided in Article 14.

13.1.2 DISTRICT may present to CONTRACTOR an unsigned proposed Change Request requesting that CONTRACTOR submit a proposal for an adjustment in the Contract Price or the Contract Time for a proposed change in the Work. CONTRACTOR shall submit a proposed adjustment with all supporting data in accordance with Article 14 and the directions given in the Change Request within fourteen (14) days of receipt. The proposed adjustment shall include an itemized estimate of all costs and time for the performance that will result directly or indirectly from the changes described. Estimates shall be presented in sufficient detail and with documentation such that DISTRICT can (1) analyze all material, labor, equipment, subcontract, overhead costs and fees, and any other costs covering all aspects of the work involved in the change, whether such was added, deleted, changed, or impacted; (2) determine that the proposal reflects all impacts on the Work of the proposed change; and (3) establish that all provisions of the Contract Documents have been complied with. Any amount claimed for Subcontractors or suppliers shall be similarly supported.

13.1.3 DISTRICT may give instructions that may result in changes in the Work not involving an adjustment in the Contract Price or the Contract Time when such changes are necessary or expedient to the satisfactory performance and completion of the Work. These instructions shall be binding on CONTRACTOR. CONTRACTOR shall promptly notify DISTRICT when an instruction, direction, interpretation, or determination is received from any source that may cause any change in the Work. Any instruction, direction, interpretation, or determination from DISTRICT, the Engineer/Architect or any other source that causes a change in Contract Price or Contract Time shall be treated as a change under this Article provided that CONTRACTOR gives DISTRICT written notice stating the date, circumstances, specific order, and that CONTRACTOR regards the instruction as a change. Such written notification shall be given to DISTRICT within seven (7) days after receipt and before CONTRACTOR acts on said instruction, direction, interpretation, or determination. No claim, change, or notice by CONTRACTOR will be allowed if asserted after work has commenced on, or if notice is not provided within the stated time limit provided after receipt of the instruction, direction, interpretation, or determination from DISTRICT, the Engineer/Architect, or any other source.

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13.1.4 In making changes under this Article, DISTRICT may give consideration to a notice, proposal, or claim from CONTRACTOR, provided the proposal or claim is presented in accordance with the requirements of this Article and Article 14. CONTRACTOR shall provide DISTRICT any additional or supplemental information requested for purposes of evaluation of CONTRACTOR'S submittal, but such requests by DISTRICT will not constitute acceptance of the notice, proposal, or claim.

13.1.5 It shall be CONTRACTOR's responsibility to notify the surety of any change affecting the general scope of the Work or change in the Contract Price, and the amount of each applicable bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to DISTRICT if requested.

13.2 Change Orders and Change Requests

13.2.1. Contract Price or Contract Time shall be changed only by Change Order. The basis for a subsequent change in Contract Price or Contract Time may also be authorized by Change Request duly executed by DISTRICT.

13.2.2 A Change Order duly executed by DISTRICT and CONTRACTOR provides for an all inclusive settlement for all changes and direct, supplemental, indirect, consequential, and cumulative costs and delays. CONTRACTOR'S signature represents a waiver of any and all rights to file a claim on account of these changes.

13.2.3 DISTRICT may use Change Requests to order changes in the Work, provide the basis for a subsequent adjustment in the Contract Price or the Contract Time, or authorize deviations in the Work. Amounts for work directed by a Change Request shall not be included in Progress Payment Requests until that Change Request has been incorporated into an approved Change Order.

13.2.4 An unsigned Change Request may be used by DISTRICT and CONTRACTOR to negotiate changes in the Work, or in the Contract Price or the Contract Time. A Change Request will be the instrument used by DISTRICT to direct work on a time and material basis as described in Article 14. A Change Order will be issued to incorporate the instruction to proceed with a change on a time and material basis into the Agreement after the actual cost of the work has been determined.

13.3 Waivers

13.3.1 No proposal or claim by CONTRACTOR for an adjustment under this Article shall be allowed for any costs or delay incurred more than seven (7) days before CONTRACTOR gives written notice, as required.

13.3.2 No proposal or claim by CONTRACTOR for an adjustment under this Article shall be allowed if made after the date of Final Progress Payment.

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13.3.3 Additional work performed without authorization of a Change Order or properly executed Change Request will not entitle CONTRACTOR to an increase in Contract Price or an extension of Contract Time, except in the case of an emergency.

13.3.4 CONTRACTOR acknowledges that there may be changes during the course of the Work and acknowledges that the probable effect of changes has been accounted for in the development of the Contract Price and Progress Schedule. Whenever CONTRACTOR makes a proposal or claim such proposal or claim shall include the total amount of adjustment in Contract Price and Contract Time to which the CONTRACTOR believes they are entitled. Except as DISTRICT and CONTRACTOR may otherwise agree in writing, CONTRACTOR shall be deemed to have waived (1) any adjustment to which it might otherwise be entitled where such proposal or claim fails to request such adjustments, (2) any increase in the amount of adjustment additional to that requested in the proposal or claim, and (3) any claim for reimbursement of impact allegedly resulting from the cumulative effect of the number, nature, or extent of any changes.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 14 CHANGES IN CONTRACT PRICE OR CONTRACT TIME

14.1 Changes in Contract Price or Contract Time

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for all duties, responsibilities, and obligations required to perform the work. All duties, responsibilities, and obligations assigned or undertaken by CONTRACTOR shall be at their expense without change in the Contract Price except as set out below.

14.2 Proposal or Claims Substantiating Adjustments

14.2.1 Supporting data for any proposal or claim by CONTRACTOR shall include at a minimum a complete and detailed breakdown of the proposed price and a detailed explanation of any time impact for the change. The proposed price shall be based on the lowest reasonable cost consistent with sound construction practice. The breakdown shall include itemizations by trade of all labor with labor hours and hourly rates, equipment with hours of use and rates, and material by item with costs, all in sufficient detail to evaluate the cost of the individual components of the work, including copies of purchase orders, invoices, and subcontract change orders. CONTRACTOR must prove that additional costs arising out of the events were necessarily incurred despite CONTRACTOR's reasonable, prudent, and diligent efforts to prevent such costs.

14.2.2 CONTRACTOR's proposal and claim supporting data shall become due within fourteen (14) days of delivery of the unsigned Change Request or receipt by DISTRICT of written notice of claim (unless DISTRICT allows an additional period), and shall remain firm for a period of not less than sixty (60) days from receipt by DISTRICT of the proposal or supporting data. Any delay in the submittal of a proposal or claim will not justify or constitute basis for an increase in the Contract Price or the Contract Time. Proposals or claims shall be submitted on forms acceptable to DISTRICT.

14.2.3 Failure of CONTRACTOR to comply with the time requirements for written notice or for submittal of supporting data shall be considered a waiver by CONTRACTOR of any claim for an addition to the Contract Price or an adjustment to the Contract Time and CONTRACTOR agrees that no additional compensation or time adjustments are due if the provisions of Article 13 and this Article are not complied with.

14.2.4 Where the change in the Contract Price arises from changes in the schedule of all or part of the Work, or where a change in the Contract Time is requested, the proposal shall be based on a detailed analysis of the Progress Schedule, and shall cover all applicable elements affecting the work involved, including, but not limited to, labor crews, craft levels, equipment utilization, work during other than normal working hours, productivity and production rates, shop drawing preparation, submittal and review, material and equipment delivery, and testing and startup times.

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14.3 Methods for Determining Adjustments in the Contract Price

14.3.1 The methods to be used to determine an adjustment in the Contract Price required by changes ordered or negotiated according to these general provisions, or work covered by a proposal or a claim, also termed the "work involved," are limited to the following:

14.3.1.1 Contract Unit Prices: Where the work involved is covered or is of the same character as unit price work, by application of those unit prices to the quantities of the items involved (subject to the provisions covering unit price work). No additional allowances or charges shall be added to these unit prices.

14.3.1.2 Negotiated Unit Prices: Where the work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs calculated in accordance with this Article.

14.3.1.3 Negotiated Lump Sum: By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated cost of the work involved.

14.3.1.4 Time and Material Work: Where DISTRICT and CONTRACTOR cannot agree on any of the methods described above, DISTRICT may direct CONTRACTOR to proceed with the work involved on the basis of actual costs. When time and material work is directed by DISTRICT, DISTRICT shall prescribe the required procedures for accounting of the allowed costs. These procedures shall include daily accounting of the material and equipment used and labor employed. Failure to submit this information for acknowledgement by DISTRICT within one (1) day after any part of the work is performed shall result in any discrepancy between DISTRICT's and CONTRACTOR's records being resolved in favor of the DISTRICT's records.

14.3.1.5 Estimated Adjustment: Where DISTRICT and CONTRACTOR cannot agree on any of the methods described, and DISTRICT does not wish to proceed on a time and material basis, DISTRICT shall establish a reasonable adjustment to the Contract Price for the work involved. The adjustment in the Contract Price and the Contract Time will be issued by Change Request, incorporated into the Agreement by Change Order and CONTRACTOR shall be paid on that basis. CONTRACTOR may file a claim if it does not agree with the adjustment.

14.3.1.6 Where the work involved is not covered by any of the preceding methods, and when payment is to be determined by a court of competent jurisdiction or other agreed method of dispute resolution, it is agreed that the actual cost method shall be the appropriate method for determining the cost of the work involved. Payroll, equipment, material, and other costs will only

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be allowable when determined from daily time sheets which expressly correlate to the work involved, that were prepared while work was in progress, clearly listing actual units and usage, and were submitted to DISTRICT as the work was performed.

14.3.2 CONTRACTOR shall provide to DISTRICT, if requested, proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Article.

14.4 Labor, Installed Material and Equipment, and Subcontract Costs

14.4.1 Payroll costs for craft labor in the direct employ of CONTRACTOR assigned to the site and engaged in the work involved are reimbursable. Payroll costs shall include wages plus the necessary labor burdens, which may include social security, unemployment, worker's compensation, health and retirement benefits, vacation and holiday pay, and other payments according to prevailing wage rates but shall exclude profit sharing, bonuses, and similar remuneration's. Labor charges shall be allowed only for hourly labor directly involved in the work. Such personnel may include working foremen at the site. The cost of all salaried employees shall be considered as a part of allowances allowed in this Article. Labor rates shall be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by prevailing wage rates or by mutual agreement between DISTRICT and CONTRACTOR prior to the commencement of work. The expenses of performing work after regular hours, on weekends or holidays, shall be included in the above to the extent authorized by DISTRICT as set out in the Contract Documents.

14.4.2 Payments by CONTRACTOR to suppliers for all installed material and equipment in the work involved, including transportation and storage costs, and necessary suppliers field services are reimbursable. All cash deposits shall accrue to DISTRICT, if DISTRICT advances funds to CONTRACTOR with which to make payments. All trade discounts, rebates, and refunds and all returns from the sale of surplus items shall accrue to DISTRICT and CONTRACTOR shall make provisions so that they may be obtained. When required by DISTRICT, CONTRACTOR shall obtain competitive bids from suppliers nominated by DISTRICT and shall deliver such bids to DISTRICT for selection of a bid. When determining material and equipment costs, actual invoices segregating items associated with work involved shall be the record upon which actual costs shall be based.

14.4.3 Payments by CONTRACTOR to Subcontractors for work involved performed by Subcontractors are reimbursable. If required by DISTRICT, CONTRACTOR shall obtain competitive detailed bids from three (3) Subcontractors and shall deliver them to DISTRICT who will then determine which bid will be selected. When determining Subcontractor costs at any tier, the Subcontractor's cost shall be determined in the same manner as CONTRACTOR's costs. All subcontracts shall be subject to the provisions of this Article insofar as applicable.

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14.5 Construction Equipment Costs

14.5.1 Equipment costs required solely in connection with the work involved reflecting rented or leased or owned equipment for individual construction equipment or machinery whose replacement value is in excess of \$1,000.00 is reimbursable. Transportation, loading and unloading, installation, dismantling, and removal costs shall be included only if such equipment is or was transported to the site solely to perform the work involved. All charges for equipment shall cease when the equipment is no longer necessary to perform the work involved. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of work.

14.5.2 For equipment owned, rented or leased by CONTRACTOR, CONTRACTOR shall be entitled to actual costs based on negotiated rental or lease rates, but in no event shall the amounts exceed the rates listed in the most current and appropriate "Labor Surcharge and Equipment Rental Rates" Guide (Guide) published by State of California Business, Transportation and Housing Agency, Department of Transportation, Division of Construction. Rates for equipment not included in the Guide shall be interpolated or extrapolated from the information contained in the Guide. In addition to the rental or leasing rate, operating costs shall not exceed the estimated hourly operation rate in the Guide. For multiple shift work, the allowable equipment rate for second or third shifts shall not exceed fifty (50) percent of the base rate. Costs for rented or lease equipment shall not be billed to DISTRICT in excess of the following:

<u>Actual or Anticipated Usage</u>	<u>Payment Rate</u>
Less than 8 hours	Hourly Rate
1 day but less than 7 days	75 percent of Hourly Rate
8 days but less than 30 days	50 percent of Hourly Rate
30 days or more	40 percent of Hourly Rate

14.6 Supplemental Costs

14.6.1 Costs of special consultants who are not employees in the direct employ of CONTRACTOR or any of the Subcontractors or suppliers, or special Subcontractors are reimbursable; provided that those costs are or were authorized by DISTRICT prior to proceeding with the work involved, and only if their activities are not covered by costs included under paragraph 14.4, or are not excluded by paragraph 14.7.

14.6.2 Sales, consumer, or similar taxes, royalty payments, and fees for permits and licenses, related solely to the work involved for which CONTRACTOR is liable, are reimbursable.

14.6.3 Deposits to be lost for causes other than negligence of CONTRACTOR related solely to the work involved are reimbursable.

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14.6.4 Increased costs of premiums for Bonds and Insurance resulting solely because of the work involved will be paid as an allowance in accordance with paragraph 14.8.

14.7 Costs Covered by CONTRACTOR'S Allowances

14.7.1 The cost of work involved shall not include any of the following costs, all of which are considered to be covered by CONTRACTOR'S allowances:

- 14.7.1.1 payroll costs and other compensation of (a) personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for management or administration of the Work, including, but not limited to, CONTRACTOR'S officers, executives, principals, general managers, project managers, construction managers, resident superintendents, nonworking foremen, estimators and schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, and (b) personnel employed by CONTRACTOR in CONTRACTOR'S principal or branch office in support of the performance, management or administration of the Work, including, but not limited to, engineers, architects, timekeepers, and clerks expenses of CONTRACTOR's principal, branch, and site offices except as authorized in writing by DISTRICT prior to proceeding with the work involved
- 14.7.1.2 expenses of CONTRACTOR'S principal, branch, and site offices except as authorized in writing by DISTRICT prior to proceeding with the work involved
- 14.7.1.3 any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work involved and charges for delinquent payments
- 14.7.1.4 costs due to the fault or negligence of CONTRACTOR, including but not limited to deposits to be lost, costs to correct defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property
- 14.7.1.5 cost of field supplies consumed in the performance of the work involved and purchase costs of small tools used or consumed in the performance of the work involved, which are individually valued at less than \$1,000.00. Consumables shall include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work
- 14.7.1.6 costs associated with the preparation of Change Orders or Change Requests (whether or not ultimately authorized by DISTRICT), or the

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preparation of filing of claims

- 14.7.1.7 expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retainage
- 14.7.1.8 costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, Burden Fluctuation, or other similar methods
- 14.7.1.9 costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a claim, dispute, or other matter relating to the acceptability of the Work
- 14.7.1.10 other administrative expense or contingent costs of any kind and the costs of any item not specifically and expressly included in these general provisions

14.8 CONTRACTOR Allowances for Changes and Additions to the Work

CONTRACTOR's allowances, which include (1) costs not directly chargeable under this Article, (2) expenses itemized in paragraph 14.7, and (3) profit, shall not exceed the following percentages of the various portions of the work involved. No other allowances in addition to these will be allowed.

<u>Cost Element</u>	<u>Allowances for Additions</u>	<u>Allowances for Deletions</u>
CONTRACTOR and lower tier subcontractor labor per (percentage of direct labor) 14.4.1	15%	(7.5%)
CONTRACTOR and lower tier Subcontractor installed equipment and materials per 14.4.2	15%	(7.5%)
Subcontractor costs resulting from direct subagreement with CONTRACTOR per 14.4.3	5%	(2.5%)

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<u>Cost Element</u>	<u>Allowances for Additions</u>	<u>Allowances for Deletions</u>
CONTRACTOR and lower tier Subcontractor <u>owned</u> owned or rented construction tion equipment per 14.5	15%	(7.5%)
Travel expenses, subsistence allowances, supplemental costs per 14.6, premium portion of direct labor costs, and other authorized costs	0%	0%
<u>CONTRACTOR Insurance</u> insurance and <u>Bond</u> bond premiums per 14.6	1%	(1%)
<u>CONTRACTOR and lower tier Subcontractor Allowance</u> allowance for small tools and consumables per 14.7.1.5	2%	0%
<p><u>In calculating the allowances, the 2% allowance per 14.7.1.5 will be applied and added to direct labor, equipment, and material cost elements before calculating the 15% allowance per 14.4.1, 14.4.2 or 14.5. After the 15% allowance is added, the 5% allowance per 14.4.3 will be added when applicable, and then the 1% allowance per 14.6 will be added. No other compounding of the allowance percentages shall be permitted. Where a substitution is made replacing deleted work with other work, the allowances shall be calculated only on the net difference in the cost elements, using the allowances for additions if there is a net increase and the allowances for deletions if there is a net decrease.</u></p>		

14.9 Unit Price Work

14.9.1 Where the Contract Documents provide for unit price work, the Contract Price stated in the Agreement will include for all unit price work an amount equal to the sum of each unit price item times the estimated quantity for each item as indicated in the Agreement. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit. The estimated quantities of unit price work indicated in the Agreement are given solely for the purpose of comparison of bids and determining the Contract Price for the Work as awarded.

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14.9.2 CONTRACTOR shall promptly, after becoming aware of, and before proceeding with any significant quantities of affected work, notify DISTRICT in writing of any additional or reduced quantities for an item of unit price work that will require a twenty (20) percent or higher adjustment in the as awarded quantity for that item or an increase in Contract Price greater than five (5) percent.

14.9.3 Prior to Final Progress Payment, or before the total amount paid exceeds the established Contract Price, a Change Order will be issued to adjust the estimated quantities for unit price work and to correspondingly adjust the Contract Price.

14.9.4 If DISTRICT determines that the additional or reduced quantities for an item of unit price work justify an adjustment in the unit price, DISTRICT shall authorize such an adjustment. No adjustment shall be allowed under this paragraph unless the variation between actual and estimated quantities for all unit price work result in an increase or decrease in the Contract Price by more than five (5) percent.

14.9.5 In re-evaluating unit prices contained in the Contract Documents, CONTRACTOR and DISTRICT shall take into account increases or decreases in CONTRACTOR's supplemental and administrative costs for the performance of the Work solely as a result of the variation in quantities, as opposed to as a result of CONTRACTOR's fault or negligence, or bid estimate errors.

14.10 Adjustments in Contract Time

14.10.1 An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Progress Schedule that the increase in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time. An adjustment in the Contract Time will be based solely upon net increases in the time required for the performance or completion of the parts of the Work controlling achievement of the corresponding Contract Times(s) at the time that the incident that causes the change occurs. However, even if the time required for the performance or completion of controlling parts of the Work is extended, an extension in Contract Time will not be granted unless performance or completion of the controlling work necessarily extends beyond the Contract Time in question despite CONTRACTOR'S reasonable and diligent actions to guard against these effects. Examples of unforeseeable causes include: (1) acts of God or the public enemy; (2) acts of DISTRICT or the Engineer/Architect in its sovereign or contractual capacity; (3) acts of the government or another public entity in its sovereign capacity; (4) fires, floods, epidemics, quarantine restrictions; (5) archaeological finds; (6) strikes, freight embargoes; (7) unusually severe weather related conditions; (8) differing physical conditions, excluding conditions for which CONTRACTOR is responsible under Instructions to Bidders, Article 2; (9) unusually severe shortages of construction materials

GENERAL PROVISIONS

from such causes as area wide shortages, and industry wide strike, or a natural disaster that affects all feasible sources of supply, and (10) hazardous material conditions covered by Article 8, Paragraph 8.6.

14.10.2 Notwithstanding any provisions in the Contract Documents to the contrary, an extension of Contract Time shall be the sole remedy of CONTRACTOR for any delay of any kind. The only exception shall be if the delay has been caused solely by acts for which the DISTRICT is responsible and which delay is unreasonable under the circumstances involved, is not within the contemplation of the parties, and continues after CONTRACTOR'S notice to DISTRICT of such acts. DISTRICT'S exercise of any of their rights, or DISTRICT'S exercise of their remedies of stopping the Work or requiring correction or re-execution of any defective work shall not under any circumstances be construed as unreasonable interference with CONTRACTOR'S performance of the Work. No adjustment in the Contract Price under this paragraph shall be provided for any reason if: (1) performance would have been so extended by any other cause, including fault or negligence of CONTRACTOR; (2) an adjustment is provided or excluded under any other provision of the Contract Documents or; (3) delays merely prevent CONTRACTOR'S achievement of completion of the Work, or part in question, ahead of the corresponding Contract Times(s), including any authorized adjustments.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 15 TESTS AND INSPECTIONS

15.1 Site Access

DISTRICT's Representatives, testing agencies, and governmental agencies with jurisdictional interest shall have access to the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide proper and safe conditions for such access.

15.2 Inspection

15.2.1 DISTRICT's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

15.2.2 CONTRACTOR shall give DISTRICT timely notice of readiness of the Work for all required inspections, tests, or approvals. Inspections, tests, or observations by the Engineer/Architect, DISTRICT or their agents may be performed to provide information to DISTRICT on the progress of the Work. However, such information is not intended to fulfill CONTRACTOR'S obligations under the Contract Documents.

15.2.3 If any law, ordinance, rule, regulation, code or order of any public body, government entity, or court having jurisdiction requires any work to specifically be inspected, tested, or approved, CONTRACTOR shall assume full responsibility, pay all associated costs and furnish DISTRICT the required certificates of inspection, testing or approval. All inspections, tests, or approvals shall be performed by persons or organizations acceptable to DISTRICT.

15.2.4 CONTRACTOR shall test the whole Work, performing sufficient testing and inspection to support the warranty and guaranty requirements. All test and inspection reports will be provided to DISTRICT as requested.

15.2.5 Whenever CONTRACTOR varies the period during which work is carried on each day, they shall give due notice to DISTRICT's Representatives so that DISTRICT's Representatives may, if they wish, observe the work in progress. Any work done in the absence of DISTRICT's Representatives will be subject to rejection if proper notice was not given.

15.2.6 All installations, which are to be backfilled or otherwise covered, shall be inspected by DISTRICT's Representatives prior to backfilling or covering, and CONTRACTOR shall give due notice in advance of backfilling or covering to DISTRICT's Representatives so that DISTRICT's Representatives may observe the work to be concealed.

15.2.7 If any work that is to be inspected, tested, or approved is covered without written

GENERAL PROVISIONS

concurrence of DISTRICT, it must, if requested by DISTRICT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to a time extension.

15.2.8 The inspection of the Work shall not relieve CONTRACTOR of their obligations to complete the Work as prescribed. Defective work shall be made good, and unsuitable materials and equipment may be rejected notwithstanding the fact that such defective work and unsuitable materials and equipment have been previously inspected by DISTRICT's Representatives or that payment has been included in a Progress Payment Request.

15.3 DISTRICTS'S Tests

15.3.1 CONTRACTOR shall furnish DISTRICT's Representative with a list of their sources of materials in sufficient time to permit proper inspection and testing of materials to be furnished from such listed sources in advance of their use. CONTRACTOR shall furnish without charge such samples as may be required by DISTRICT's Representative.

15.3.2 Inspection and tests will be made by DISTRICT's Representatives or their designated representative. It is understood that such inspections and tests if made at any point other than the point of incorporation in the Work in no way shall be considered as a guarantee of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made.

15.3.3 Tests of materials shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the specifications. Materials shall be sampled and tested at such times during the progress of the Work as deemed desirable by DISTRICT's Representative, and CONTRACTOR shall cooperate in obtaining the samples.

15.3.4 DISTRICT will test materials or work in place after notification by CONTRACTOR that the work is ready for testing. All costs for retesting nonconforming work will be charged to CONTRACTOR.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 16 WARRANTY AND GUARANTEE, DEFECTIVE WORK

16.1 Guarantees

16.1.1 Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee all work for a period of one (1) year after the date of recording by the county of the Notice of Completion of the Work and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from the date of recording, without expense whatsoever to DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, DISTRICT is hereby authorized to proceed to have the defects repaired and made good at the expense of CONTRACTOR who hereby agrees to pay the cost and charges therefor immediately on demand.

16.1.2 The faithful performance bond and the payment bond shall continue in full force and effect for the guarantee period.

16.1.3 If, in the opinion of DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to DISTRICT or to prevent interruption of operations of DISTRICT, DISTRICT will attempt to give the notice required by this Article. If CONTRACTOR cannot be contacted or does not comply with DISTRICT'S request for correction within a reasonable time as determined by DISTRICT, DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged to CONTRACTOR.

16.1.4 Action by DISTRICT under this Article shall not relieve CONTRACTOR of the guarantees provided in this Article or elsewhere in this Agreement.

16.1.5 This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish DISTRICT all appropriate guarantee or warranty certificates upon completion of the Agreement.

16.2 Removal of Defective and Unauthorized Work

16.2.1 All work that has been rejected shall be remedied or removed and replaced by CONTRACTOR in an acceptable manner, and no compensation will be allowed for such removal, replacement, or remedial work. Any work done beyond the lines and grades shown on the plans or established by DISTRICT'S Representative or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and shall not be paid for. Work so done may be ordered remedied, removed, or replaced at CONTRACTOR'S expense.

GENERAL PROVISIONS

16.2.2 Upon failure on the part of CONTRACTOR to comply promptly with any order of DISTRICT's Representative made under the provisions of this Article, DISTRICT's Representative shall have authority to cause rejected or unauthorized work to be remedied, removed, or replaced and to deduct the costs of making corrections from any monies due or to become due CONTRACTOR.

16.3 Defective Materials

16.3.1 All materials not conforming to the specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work. No rejected material, the defects of which have been subsequently corrected, shall be used until permitted by DISTRICT's Representative.

16.3.2 Upon failure on the part of CONTRACTOR to comply with any requirement of DISTRICT's Representative made under the provisions of this Article, DISTRICT shall have authority to remove or replace defective material at the expense of CONTRACTOR.

16.4 Acceptance of Defective Work

Instead of requiring correction or removal and replacement of defective work, DISTRICT may, at their sole discretion, accept it provided a suitable reduction in the Contract Price can be established. In that case, if acceptance occurs prior to DISTRICT's recommendation of Final Progress Payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to DISTRICT.

16.5 Warranty of Title

16.5.1 No materials, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest in it or any part of it is retained by the seller or supplier.

16.5.2 CONTRACTOR warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed by them to DISTRICT free from any claims, liens, encumbrances, or charges and further agrees that neither they nor any person, firm, or corporation furnishing any material or labor for any work shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude CONTRACTOR from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this Article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by CONTRACTOR for their protection, or any right under any law permitting such persons

GENERAL PROVISIONS

to look to funds due CONTRACTOR in the hands of DISTRICT. The provisions of this Article shall be inserted in all subcontracts and material contracts, and notices of this provision shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 17 SUSPENSION AND TERMINATION

17.1 Suspension for Convenience

17.1.1 Without invalidating the Agreement, and without notice to any surety, DISTRICT may, at any time, order CONTRACTOR in writing to stop, delay, or interrupt work for such a period of time as DISTRICT may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

17.1.2 If any suspension of work under this Article causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, DISTRICT shall make a change in Contract Price or Contract Time, as provided in Article 14; except that no change in Contract Price will be made for any suspension of work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Article 14, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

17.2 Termination for Breach

17.2.1 If CONTRACTOR refuses or fails to execute the Work or any separable part with such diligence as will ensure its completion within the time specified, including any extensions, or fails to complete the Work within such time, or if CONTRACTOR should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they or any of their Subcontractors should violate any of the provisions of the Agreement, or if they should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, to supply enough properly skilled labor or proper materials to complete the Work in the time specified, or if they should fail to make prompt payment to Subcontractors or for material or labor or if they should persistently disregard laws, ordinances, or instructions given by DISTRICT or DISTRICT's Representative, DISTRICT may serve written notice upon CONTRACTOR and their surety of their intention to terminate the Agreement, said notice will contain the reasons for such intention to terminate the Agreement, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Agreement shall upon the expiration of said ten (10) days cease and terminate. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

17.2.2 In the event of any such termination, DISTRICT shall immediately serve written notice upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform the Work; provided, however, that if the surety within fifteen (15) days after the serving upon it of a notice of termination does not give DISTRICT written notice of their intention to take over and perform the Work or does not commence performance thereof within (30) days from the date of serving said notice upon surety,

GENERAL PROVISIONS

DISTRICT may take over the Work and prosecute the same to completion by contract or by any other method they may deem advisable for the account and at expense of CONTRACTOR, and CONTRACTOR'S surety shall be liable to DISTRICT for any excess cost or other damage occasioned DISTRICT thereby, and in such event DISTRICT may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plants, and other property belonging to CONTRACTOR that may be on the site of the Work. For any portion of such work that DISTRICT elects to complete by furnishing their own employees, materials, tools, and equipment, DISTRICT shall be compensated for such in accordance with the schedule of compensation for Time and Material Work in Article 14.

17.2.3 If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including, but not limited to, all costs to DISTRICT arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, such excess shall be paid to CONTRACTOR. If such costs exceed the unpaid balance, CONTRACTOR shall pay the difference to DISTRICT promptly upon demand; on failure of CONTRACTOR to pay, the surety shall pay on demand by DISTRICT. Any portion of such difference not paid by CONTRACTOR or surety within thirty (30) days following the mailing of a demand for such costs by DISTRICT shall earn interest at the maximum rate authorized by California law.

17.2.4 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.

17.3 Termination for Convenience

17.3.1 DISTRICT may, without prejudice to any other right or remedy, terminate the Agreement in whole or in part at any time for its convenience by giving CONTRACTOR ten (10) days written notice. DISTRICT shall have the right, in that event, to take over any or all of CONTRACTOR'S materials, (whether stored on or off site) supplies, equipment, contracts or other obligations to complete the Work and CONTRACTOR shall assign them to DISTRICT upon DISTRICT'S request. CONTRACTOR shall proceed to complete any part of the Work, as directed by DISTRICT, and shall settle all their claims and obligations under the Agreement. CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses. CONTRACTOR shall justify their claims as requested by DISTRICT with thorough, accurate records and data.

17.3.2 In any such termination for the convenience of DISTRICT, CONTRACTOR shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses, and profit on uncompleted work.

GENERAL PROVISIONS

17.3.3 If, after notice of Termination for Breach of contractor, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of DISTRICT. In such event, CONTRACTOR may recover from DISTRICT payment in accordance with this paragraph.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 18 DISPUTES

18.1 Resolution of Construction Claims

18.1.1 This Article is intended as a summary of the provisions of article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code ("Claims Resolution Statute") and is subject to the actual provisions of the Claims Resolution Statute. This article shall govern the resolution of any claim of \$375,000 or less which may be made by CONTRACTOR.

18.1.2 As used in this Article, "claim" is defined as a separate demand by CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from the Work, payment for which is not otherwise expressly provided for or CONTRACTOR is not otherwise entitled to, or (c) an amount, the payment of which is disputed by DISTRICT.

18.1.3 CONTRACTOR shall make all claims in writing and include the documents necessary to substantiate the claims. Any claim by CONTRACTOR which is intended to invoke the procedures under the Claims Resolution Statute shall specify that the claim is being made pursuant to the Claims Resolution Statute. All claims by CONTRACTOR must be filed on or before the date of Final Progress Payment; provided, however, nothing in this Article is intended to extend the time limits or supersede notice requirements which may otherwise be provided within the Contract Documents for the filing of claims by CONTRACTOR including, but not limited to, those provided in Article 13 and Article 14.

18.1.4 For claims less than \$50,000, DISTRICT shall respond in writing within forty-five (45) days of receipt of the claim, or DISTRICT may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims DISTRICT may have against CONTRACTOR. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of DISTRICT and CONTRACTOR. If DISTRICT requests additional documentation, DISTRICT'S written response to the claim shall be submitted to CONTRACTOR within fifteen (15) days after receipt of the additional documentation, or within the same time period as used by CONTRACTOR in producing the additional documentation, whichever is greater.

18.1.5 For claims over \$50,000 but less than \$375,000, DISTRICT shall respond in writing within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims DISTRICT may have against CONTRACTOR. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of DISTRICT and CONTRACTOR. If DISTRICT requests additional documentation, DISTRICT'S written response to the claim shall be submitted to CONTRACTOR within thirty (30) days after receipt of the additional documentation, or within the same time period as used by CONTRACTOR in producing the additional

GENERAL PROVISIONS

documentation, whichever is greater.

18.1.6 If CONTRACTOR disputes DISTRICT'S written response, or DISTRICT fails to respond within the time prescribed, CONTRACTOR may, by giving written notice to DISTRICT within fifteen (15) days of receipt of DISTRICT'S response (or within fifteen (15) days of DISTRICT'S failure to respond), demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, DISTRICT shall schedule a "meet and confer" conference within thirty (30) days.

18.1.7 If after the "meet and confer" conference, any portion of the claim remains in dispute, CONTRACTOR may file a claim pursuant to Government Code Section 900 et seq. If a court action is thereafter filed to resolve the claim, the court must, within the time specified by law, submit the matter to nonbinding mediation unless waived by mutual stipulation of DISTRICT and CONTRACTOR. If after the mediation process, the matter remains in dispute, the case must then be submitted to judicial arbitration pursuant to the applicable law.

END OF ARTICLE

GENERAL PROVISIONS

ARTICLE 19 MISCELLANEOUS

19.1 Personal Liability

19.1.1 No director, officer, employee, or agent of DISTRICT, DISTRICT's Representative, the Engineer/Architect, or their consultants shall have any individual or personal liability for any amount due to CONTRACTOR or for any obligations of DISTRICT under the Agreement or for any claim based on such obligations or their creation.

19.2 Indemnity

19.2.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, both on and off the site, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use, and (2) is caused in whole or in part by any act or omission of CONTRACTOR, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not it is caused in part by any act or omission of a party indemnified hereunder. However, to the extent that liability is caused by the active negligence or willful misconduct of a party indemnified hereunder, CONTRACTOR's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its active negligence or willful misconduct, if any, but the acceptance or approval of CONTRACTOR's work by DISTRICT or any other indemnified party shall not reduce CONTRACTOR's indemnification obligation. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this subparagraph and subparagraph 19.2.4.

19.2.2 In any and all claims against the indemnified parties by any employee of CONTRACTOR, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraphs 19.2.1 and 19.2.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR, or any Subcontractor, or any supplier or other person under Worker's Compensation acts, disability benefit acts, or other employee acts.

19.2.3 The obligations of CONTRACTOR under subparagraphs 19.2.1 and 19.2.4 shall not extend to the liability of DISTRICT, DISTRICT's Representatives, the Engineer/Architect, and their consultants, and each of their directors, officers, employees, and agents, arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or Specifications,

GENERAL PROVISIONS

providing that the foregoing was the sole and exclusive cause of the loss, damage, or injury.

19.2.4 CONTRACTOR shall also indemnify and hold harmless DISTRICT, DISTRICT's Representative, the Engineer/Architect, and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect or refusal of CONTRACTOR to faithfully perform the work and all of CONTRACTOR'S obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party, and/or in defending against any claims or stop notices.

19.3 Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19.4 Waiver of Rights

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by DISTRICT, the engineer/Architect, DISTRICT's Representatives, or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

END OF ARTICLE

SECTION 0

SPECIAL PROVISIONS

PROJECT NO. _____ ()
~~Project Name and Number~~

SECTION 0
SPECIAL PROVISIONS

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00700	Connections to Existing Services
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SECTION 00100

BID MODIFICATIONS

1.01 BASIS FOR DETERMINING LOWEST RESPONSIBLE BIDDER

See Paragraph 3.1.4 of Instructions to Bidders for specification on basis for determining lowest responsible bidder when there are any Alternative Bid Items (additive or deductive). If a different basis for determining lowest responsible bidder is desired when there are Alternative Bid Items, describe the basis here. It must be a method that ranks the bidders before the District learns who the low bidder is.

1.02 BIDDING ON SUBSTITUTE ITEMS

See language in Instruction to Bidders IB 1.7

1.03 TIME ALLOWED FOR ACCEPTANCE OF BIDS

Modify 60-day acceptance period as needed; see Instructions to Bidders IB 3.1.2.

END OF SECTION

SECTION 00110

DEFINITIONS

1.01 DEFINITIONS

List any terms specific to the project that are not found in Article 1, Definition of the General Provisions.

END OF SECTION

SECTION 00200

THE WORK

1.01 GENERAL

The work to be done by the Contractor under these Specifications shall consist of performing all operations necessary for the construction of _____

at the locations, in the positions, to the elevations and dimensions and conforming to the design shown on the plans and in accordance with these specifications.

The Contractor shall furnish all transportation, materials (except where stipulated otherwise), equipment, labor, and supplies to complete installation of _____

together with all appurtenant work necessary or incidental to complete in a workmanlike manner the improvements as contemplated and as intended by the plans and these specifications.

1.02 LOCATION OF PROJECT SITE

Describe location of project site

1.03 DESCRIPTION OF THE WORK

Describe the major components of the work.

1.04 ORDER OF WORK

Indicate constraints on the project, such as work that is required to be completed within certain time frames, other work that is going on in the vicinity of the project, work sequences, etc.

1.05 WORK BY OTHERS

List work by others that is taking place in the vicinity of the project.

1.06 WORKING HOURS AND HOLIDAYS

Normal working hours are from _____, Monday through Thursday and alternate Fridays, excluding holidays. District inspection hours are from 7:00 a.m. to 3:30 p.m., Monday through Thursday and alternate Fridays. No work shall be performed on non-alternate Fridays, Saturdays, Sundays, or District holidays. See appendix for list of non-alternate Fridays and District holidays. In instances where contract time extends past the year's list of District holidays, regularly observed holidays shall be followed.

The Contractor shall be responsible for all costs associated with inspection services outside District inspection hours at the rate of \$150.00 per hour.

If working hours differ from the 7:00 a.m. to 3:30 p.m. period listed in General Provisions GP 7.7, the deviation should be noted here. Modify Monday through Friday work days as necessary to fit City and County work schedules.

1.07 OBSTRUCTIONS AND COORDINATION WITH OTHER WORK

At least forty-eight (48) hours prior to construction and prior to any operations involving existing Irvine Ranch Water District facilities, the Contractor shall notify the District's Representative.

Prior to construction, the Contractor shall expose all known utility crossings in order to provide for grade and alignment adjustments, if necessary.

END OF SECTION

SECTION 00210
INVESTIGATIONS AND REPORTS

1.01 INVESTIGATIONS AND REPORTS

A. The following investigations and reports are included herewith in Appendix:

- 1.
- 2.
- 3.

List reports in space above, and include copies in Appendix.

B. The following investigations and reports are available at District for review:

- 1.
- 2.
- 3.

List reports in space above, and arrange for reports to be available at Engineering Department counter.

END OF SECTION

SECTION 00220

LANDS AND RIGHTS-OF-WAY

1.01 LANDS AND RIGHTS-OF-WAY

See General Provisions GP 5.4 if lands and rights-of-way are to be furnished and/or paid for by someone other than the District.

END OF SECTION

SECTION 00300

CONTRACTOR'S INSURANCE

1.01 GENERAL

- A. Contractor's insurance coverage shall be as specified in the General Provisions, shall provide the following amounts of coverage, shall include additional insureds, and shall include additional information as set forth below.
- B. Builder's Risk Insurance, as specified in the General Provisions, shall not be required.

Remove Paragraph 1.01B if Builder's Risk Insurance is required.

1.02 COMMERCIAL GENERAL LIABILITY INSURANCE

- A. Bodily injury and property damage coverage shall be for not less than _____ (\$ _____) for each occurrence and for not less than _____ (\$ _____) per project aggregate.
- B. Products/Completed Operations coverage shall be for not less than _____ (\$ _____) aggregate. Products/Completed Operations coverage shall remain in effect for five (5) years from Final Acceptance of the work.

1.03 AUTOMOBILE LIABILITY

- A. Contractor shall carry and maintain a business automobile policy or equivalent coverage for bodily injury and property damage on all owned, non-owned and hired automobiles or other licensed highway vehicles used in the performance of the Contract. The limit shall be for not less than _____ (\$ _____) for each accident.

Fill in insurance coverage amounts in blanks above. Suggested insurance coverages for varying exposure risks are:

	<u>¶1.02 General Liability</u>		
	<u>¶1.02A</u>	<u>¶1.02B</u>	<u>¶1.03</u>
	<u>Bodily Injury</u>	<u>Products/</u>	<u>Auto</u>
	<u>Property Damage</u>	<u>Completed</u>	<u>Liability</u>
	<u>Personal Injury</u>	<u>Operations</u>	
	<u>(Occur/Aggr)</u>	<u>(Occur/Aggr)</u>	
<i>Pipeline</i>	<i>\$1M/2M</i>	<i>\$1M/2M</i>	<i>\$2M</i>
<i>Pump Station/Well</i>	<i>\$2M/3M</i>	<i>\$2M/3M</i>	<i>\$2M</i>
<i>Reservoir/Treatment Plant/Chlorine</i>	<i>\$2M/4M</i>	<i>\$2M/4M</i>	<i>\$3M</i>

1.04 WORKER’S COMPENSATION INSURANCE AND EMPLOYER’S LIABILITY INSURANCE

- A. Worker’s Compensation Insurance coverage shall comply with statutory limits.
- B. Employer’s Liability Insurance shall be for not less than:
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Disease – Policy Limit
 - \$1,000,000 Each Disease – Each Employee
- C. State Compensation Insurance Fund: Notwithstanding the requirements of General Provisions Section 4.2, DISTRICT will accept Workers Compensation Insurance from the State Compensation Fund (State Fund) that is not rated and that is evidenced on the State Fund’s certificate form. Except as provided above with respect to State Fund, all other insurance shall comply with all requirements of the General and Special Provisions.

1.05 ADDITIONAL INSURED

- A. Commercial General Liability Insurance shall include as additional insureds: _____

Fill in name of additional insured here. Include names of any municipality in which work occurs and include special Metropolitan Water District additional insured clause for projects with Local Resources Program Funding (LRP).

1.06 ADDITIONAL INFORMATION

- A. Certificates of Insurance shall:
 - 1. List all Endorsement forms that are part of said policy.
 - 2. List all entities required to be named as additional insureds.
 - 3. Include a statement that no less than 30 days written notice will be provided by certified mail to the District prior to any material change or cancellation of said policy.

END OF SECTION

SECTION 00400
SHOP DRAWINGS

1.01 SHOP DRAWING SUBMITTALS

- A. Shop drawings shall be submitted in accordance with Article 9 of the General Provisions.

Include any submittal requirements not called for by the General Provisions, such as whether more or less than eight copies of each submittal are required, deviations from the 21-day turn-around time, etc.

1.02 SHOP DRAWING TRANSMITTAL FORM

- A. The Shop Drawing Submittal Form, a copy of which is included in the appendix, shall accompany all shop drawing submittals. Submittals shall be returned "un-reviewed", if not accompanied by a submittal form or if the form is not completed in full.

END OF SECTION

SECTION 00500

CONSTRUCTION SCHEDULE

This specification section is for use on non-complex projects requiring few interfaces and minimal coordination with sub-contractors, material suppliers, and other projects.

1.01 CONSTRUCTION SCHEDULE

- A. The Contractor shall submit a construction progress schedule in compliance with Article 10 of the General Provisions. The schedule shall be a Gantt Chart, and shall show the various parts of the work in sufficient detail so as to identify the beginning and end of each of the various construction activities. The schedule shall include the following at the minimum:

Submittal milestones
All construction activities
Equipment/material procurement and deliveries
Permit imposed work times
Partial, substantial, and final completion milestones
Critical path activities

List any other activities or milestones that should be included in schedule. If particular scheduling software (e.g. Microsoft Project) is required, list it above.

1.02 SCHEDULE CONSTRAINTS

List any scheduling constraints that the Contractor should incorporate into the construction schedule.

END OF SECTION

SECTION 00500A

CONSTRUCTION SCHEDULE

This specification section is for use on complex projects requiring several interfaces and coordination with sub-contractors and other projects.

1.01 CONSTRUCTION SCHEDULE

- A. CONTRACTOR shall submit a construction progress schedule in compliance with Article 10 of the General Provisions. The schedule shall show the various parts of the work in detail so as to identify the beginning and end of each of the various construction activities. The schedule shall include the following at the minimum:

Submittal milestones
All construction activities
Equipment/material procurement and deliveries
Permit imposed work times
Partial, substantial, and final completion milestones
Critical path activities

List any other activities or milestones that should be included in schedule.

- B. Within ten (10) days after Notice of Award, DISTRICT will schedule and conduct a Preconstruction Scheduling Conference to commence development of the required project schedule. At this meeting, scheduling requirements will be reviewed with CONTRACTOR. CONTRACTOR shall be prepared to review and discuss methodology for the schedule and sequence of operations plus cost and manpower loading methodology.
- C. CONTRACTOR shall submit Construction Schedule to DISTRICT for review within thirty (30) days after Notice of Award. CONTRACTOR's Construction Schedule shall be comprised of a detailed Network Diagram as described in Paragraph F. All on site construction activities shall be cost loaded. The cost value of all on site construction activities shall equal the Contract value.
- D. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of CONTRACTOR and its SUBCONTRACTORS or SUPPLIERS, at any tier and which extends actual performance of the work beyond the current Contract Completion Date. If the delay occurs along a path which the current approved Construction Schedule update projects late completion prior to addition of any DISTRICT caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by CONTRACTOR through the submittal of a Time Impact Analysis which demonstrates the estimated impact on the end date of the work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. Since float time within the Construction Schedule is jointly owned, it is acknowledged that DISTRICT caused delays on the project may be offset by DISTRICT caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to CONTRACTOR). In such an event, CONTRACTOR shall not be

entitled to receive a time extension or delay damages until all DISTRICT caused time savings are exceeded and the Contract completion date is also exceeded.

- E. Upon DISTRICT's request, CONTRACTOR shall participate in the review of CONTRACTOR's Construction Schedule submissions (including the original material, all update submittals, and any resubmittals). All revisions shall be submitted within fifteen (15) calendar days after DISTRICT's review.
- F. The Detailed Network Diagram shall provide a workable plan for performing the work, establish and clearly display the critical elements of the work, forecast completions of the construction, and match the Contract duration in time. Exclusive of those activities for submittal review and material fabrication and delivery, activity durations shall not be less than one (1) nor more than thirty (30) calendar days, unless otherwise approved by DISTRICT. In addition to the detailed network diagram, CONTRACTOR shall submit the following reports with the original submittal:
 - 1. Predecessor/ Successor Report or a list showing the predecessor activities and successor activities for each activity in the schedule sorted by Early Start.
 - 2. Activity Report sorted by activity number or a list showing each activity in the schedule.
- G. An updated Construction Schedule shall be submitted to DISTRICT with the submittal of CONTRACTOR's monthly payment request. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between CONTRACTOR and DISTRICT, and an estimate of the remaining duration. The monthly update of the construction schedule shall include a copy of the following:
 - 1. A bar chart diagram showing target versus actual dates for each activity remaining to be completed.
 - 2. The Predecessor/Successor report sorted by Early Start.
 - 3. The Activity Report sorted by activity number.
 - 4. The updated network diagram or the data necessary to produce such a diagram on computer diskette(s), as agreed with DISTRICT.
- H. Upon approval of a change order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update submittal by CONTRACTOR.
- I. If completion of any part of the work, the delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind the updated Construction Schedule, and will impact the end date of the work past the contract completion date, CONTRACTOR shall submit in writing, a recovery plan acceptable to DISTRICT for completing the work by the current Contract completion date, if requested by DISTRICT.

1.02 SCHEDULE CONSTRAINTS

List any scheduling constraints that the Contractor should incorporate into the construction schedule.

END OF SECTION

SECTION 00600

PERMITS

1.01 PERMITS OBTAINED BY DISTRICT

A. The District has obtained or applied for and not yet received the following permits required to construct the project. Proper notification to the agencies affected is the responsibility of the Contractor. The Contractor shall conform to the requirements of the permits and all costs therefor shall be included in the contract prices bid for the items involved. Copies or sample copies of these permits are included in the Appendix of these specifications.

1. Permits that have been obtained.

Permits which may be required; delete those that are not required, list any other permits that are required.

- a. California Regional Water Quality Control Board (CRWQCB) NPDES Permit.
- b. City of Irvine Encroachment or Construction Permit.
- c. City of Tustin Encroachment or Construction Permit.
- d. Orange County EMA Public Property Encroachment Permit.
- e. State of California, Department of Fish and Game Permit.
- f. California Department of Safety and Health Administration, Mining and Tunneling Classification.
- g. United States Army Corps of Engineers Construction Permit.
- h. The Irvine Company Entry Permit
- i. Atchison, Topeka and Santa Fe Railroad Encroachment Permit.
- j. CALTRANS
- k. Encroachment or Construction Permits for Cities of Newport Beach, Costa Mesa, Santa Ana, and Lake Forest.

List other permits as required.

2. Permits that have been applied for but not yet received.

*List permits that have been applied for but not yet received.
Include copies of Standard Conditions for permits that have not been received.*

1.02 PERMITS TO BE OBTAINED BY CONTRACTOR

List permits that Contractor is to obtain. IRWD should obtain all permits unless special circumstances prevent doing so.

1.03 PERMIT-REQUIRED INSPECTION COSTS

CONTRACTOR shall pay the cost of inspection by Permit Issuer for work that is required by permit conditions to be performed on weekends or outside normal working hours. See individual permits for information on weekend work.

END OF SECTION

SECTION 00700

CONNECTIONS TO EXISTING SERVICES

1.01 COSTS OF CONNECTION EXISTING SERVICES

*General Provisions Article GP 6.24 calls for Contractor to make connections to existing services at no additional expense to District. If service connections are to be done by others, **connections and responsibility for costs** should be specified here.*

END OF SECTION

SECTION 00800

SPECIAL STORAGE REQUIREMENTS

1.01 SPECIAL STORAGE REQUIREMENTS

General Provisions Article GP 7.10.2 indicates special methods may be required for storing excavated materials and materials and equipment in general. If such special methods are required, they should be specified here.

END OF SECTION

PROJECT TECHNICAL SPECIFICATIONS

SECTION 1

PROJECT NO. _____ (____)
Project Name and Number

SECTION 1 GENERAL REQUIREMENTS

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Section 1 – General Requirements

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SECTION 01000

INITIAL SUBMITTAL REQUIREMENTS

General Provisions Article GP 2.5 calls out timing for submittals after the Notice of Award is issued. Deviations from this requirement should be listed here.

SECTION 01100

CONSTRUCTION SURVEY STAKING

1.01 SURVEY STAKING FOR CLEARING LANDS AND RIGHTS-OF-WAY:

- A. District shall provide field markers along both sides of the construction right-of-way (except where a side is contiguous with an improved road, street, or property) at horizontal curve BCs and ECs, at angle points, and at 100-foot-maximum intervals in horizontal curves and 500-foot-maximum intervals along horizontal tangent runs.
- B. Markers will be wooden laths in open terrain and painted marks on structures and pavements.

1.02 SURVEY STAKING FOR CONSTRUCTING PIPELINES

- A. For use in constructing pipelines, construction stakes and grade sheets shall be provided by District as follows based upon the CONTRACTOR'S pipeline installation drawings:
- B. For pipelines not installed in tunnels or casings, one stake will be set at 50-foot intervals , for water lines, 25-foot intervals for sewer lines, and at all angle points and grade breaks. One additional reference stake and/or witness lath will be provided for each pipeline appurtenance. Stakes will be set at the surface of the ground or painted on the paved surface of the ground or painted on the paved surface along a mutually acceptable offset to the centerline of the pipeline. The offset shall be constant both as to side and distance from centerline for runs of not less than 2,000 feet where physically practicable with the provided easements. Station, offset, and cut/fill to flow line will appear on these stakes. The elevation of each point and the cut/fill to the pipe invert will be given on grade sheets. The Contractor shall exercise care in determining what offset is to be used, if sloping of the trench is anticipated. In no instance will the DISTRICT'S Representative stake safety sloping. It shall be the CONTRACTOR'S responsibility to accurately transfer the line and grade for the facility to the trench bottom. Pavement scoring, cutting, and removal shall be accomplished from this same set of construction stakes. No additional stakes will be set for such purpose.
- C. For pipe inside tunnels, two benchmarks and principal control monuments shall be provided for line and grade inside the tunnel or casing. The exact location of these benchmarks and monuments will be dictated by conditions at the site.

1.03 SURVEY STAKING FOR CONSTRUCTING STRUCTURES AND APPURTENANCES

- A. District shall provide survey staking and reference points.
- B. Major structures will be controlled by two lines set at right angles to each other, along two faces of the structure, the ends of each line to be beyond the limits of the work, and with elevations only marked on at least two of these control points.
- C. Minor structures, manways, and appurtenances will have a stake set along the pipeline construction offset, with the respective pipeline station for its centerline shown.
- D. Stakes will be provided after site rough grading has been completed.

1.04 SURVEY STAKING FOR CONSTRUCTING JACKING PITS AND RECEIVING PITS

- A. The Contractor shall submit to the DISTRICT'S Representative a separate diagram for each jacking and receiving pit showing the desired control and offset. No more than six (6) stakes will be set for each such pit. Grade sheets (with diagram) will show the stake elevations and the pipeline elevations calculated from the elevations and grades shown on the construction drawings.
- B. District shall provide survey staking and reference points.

1.05 CONSTRUCTION STAKING PROVIDED BY THE DISTRICT SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS

- A. The request for construction stakes shall be received in writing at least three (3) working days in advance of needed staking on the form provided in the Appendix.
- B. The stakes, reference markers, and other survey points shall be carefully preserved. Otherwise, the Contractor will be charged for their replacement and will assume any expense resulting from their loss or disturbance. Should the DISTRICT'S Representative be required to reset construction stakes, the cost for such resetting will be at the then current per diem rates. The full charges will include additional administrative and supervisory time charges as billed to the District and will be deducted by the District from the progress payments to the Contractor for the month in which the surveying work is done, and thereon paid to the DISTRICT'S Representative.
- C. Unless otherwise specified, the construction staking provided by the DISTRICT'S Representative will be only for those items specified to be constructed or reconstructed on the plans or in the specifications. Any additional construction stakes required for the replacement of existing improvements that have been

removed or disturbed at the CONTRACTOR'S option shall be the CONTRACTOR'S responsibility.

1.06 COMMENCEMENT OF WORK

- A. Work shall not proceed until construction stakes, which constitute instructions from the DISTRICT'S representative, are provided.

END OF SECTION

SECTION 01110

COMPACTION TESTING

1.01 REQUIREMENTS

- A. The District shall perform all compaction tests on backfill.
- B. The request for compaction testing shall be made to the District in writing at least forty-eight (48) hours before the Contractor is ready for compaction tests to be taken.
- C. The Contractor shall make available construction equipment necessary to assist the DISTRICT'S Representative in taking the tests.
- D. If the backfill should fail the compaction test, the Contractor shall pay the cost of retesting.
- E. If the Contractor is not ready to have compaction tests taken at the time and in the locations indicated on the written request, the Contractor shall be responsible for all standby charges and/or return visit costs to take the requested tests.
- F. If the Contractor plans to use imported sand or other imported material for backfill, a sample of the material to be used for the backfill shall be delivered to the District for testing, prior to the commencement of backfilling. If the test fails, the Contractor shall pay the cost of retesting.

END OF SECTION

SECTION 01120

EROSION CONTROL

1.01 REQUIREMENTS

- A. The Contractor shall employ methods and approved devices for the control of erosion within the project construction area during the contract period.
- B. All work shall be in accordance with the grading code of _____ and any special requirements of the California Regional Water Quality Control Board, Santa Ana Region.

List jurisdictional agency having authority over grading operations.

- C. Erosion Control Plans are required from October 15 to May 15, and shall be submitted to the District for approval prior to September 25. If plans are not submitted by September 25, or within 21 days from Notice of Award for projects that commence work after September 25, DISTRICT will withhold 30 percent of progress payment amount until plans are submitted and approved.
- D. Loose excavated material shall not be placed or stored in waterways or storm drain channels.
- E. All excess excavated soil and materials shall be removed and disposed of in a proper and legal manner by the Contractor.
- F. All disturbed surface areas shall be shaped to facilitate drainage and avoid ponding and restored to near natural or preconstruction conditions. Work under this section shall also extend to include those erosion control measures indicated on the plans.
- G. In the event that erosion control repairs or corrections are required, if CONTRACTOR does not initiate erosion control repair or corrective action within four (4) hours of notification by DISTRICT, DISTRICT may take action it deems necessary to prevent erosion. CONTRACTOR shall be responsible for all costs of repairs performed by DISTRICT.

END OF SECTION

SECTION 01130

DEWATERING

1.01 GENERAL

- A. No excavation shall take place below the water level until the area has been dewatered. Dewatering shall be done in such a manner as to protect adjacent structures.
- B. Dewatering shall consist of furnishing all permits, plans, labor, equipment and materials, and performing all work to design, construct, and operate dewatering systems, dispose of the water from the operation and maintain in a safe and dewatered condition the areas on which the construction work will be performed, and remove the dewatering system upon completion of the work. If CONTRACTOR is unable to obtain a permit with a project specific monitoring and reporting program in a timely manner from the Regional Water Quality Control Board, CONTRACTOR may request and on approval be allowed to perform dewatering under DISTRICT dewatering permit and monitoring and reporting program.
- C. Dewatering systems shall be equipped with meters that register in gallons in order to measure dewatering volumes.

1.02 DEWATERING PLAN

- A. CONTRACTOR shall submit for the DISTRICT'S review, drawings and data showing proposed plan for dewatering of all work areas, which shall include the planned method of dewatering, excavation plan, location and capacity of such facilities as dewatering wells, well points, pumps, sumps, collection and discharge lines, standby units proposed, receiving streams, and protective fills and ditches required for control of ground-water and surface water. The plan for dewatering shall be submitted within fifteen (15) days after the date of receipt of the Notice to Proceed. CONTRACTOR shall furnish such other information as may be required for the complete understanding and analysis of the dewatering and excavation plan by DISTRICT. Information on groundwater conditions may be found in the Soil Investigation Reports listed in Section 00210, Investigations and Reports of the Special Provisions. CONTRACTOR is advised that the reports present conditions which existed at the time of the investigation.
- B. Review by DISTRICT will not relieve CONTRACTOR of the responsibility for the adequacy of the dewatering and excavation plan, compliance with dewatering permit requirements or for furnishing all equipment, labor, and materials necessary for performing the various parts of the work. If, during the progress of the work, it is determined by DISTRICT that the dewatering system and excavation plan are inadequate, not in compliance with discharge requirements, or

CONTRACTOR'S plan of construction is inoperative, CONTRACTOR shall, at CONTRACTOR'S expense, furnish, install, and operate such additional dewatering equipment and make such changes in other features of the plan or operation as may be necessary to perform the work in a manner satisfactory to the District. CONTRACTOR shall, at CONTRACTOR'S expense, pay any fines or penalties assessed against CONTRACTOR, DISTRICT, Owner, ENGINEER, or their affiliates by the Regional Water Quality Control Board and other applicable agencies as a result of noncompliance with dewatering discharge requirements under CONTRACTORS or DISTRICT'S permit (whichever permit CONTRACTOR is performing dewatering under). In addition, CONTRACTOR shall be subject to, at DISTRICT's discretion, a fee by DISTRICT as compensation for DISTRICT administrative costs associated with each non-compliance occurrence. The fee shall be in an amount to pay DISTRICT's actual costs, or \$2,000, whichever is greater.

1.03 DEWATERING REPORTING

CONTRACTOR shall comply with all permit and monitoring and reporting requirements for the permit under which CONTRACTOR is operating. Specifically, CONTRACTOR shall:

- A. Prepare a report which shall include the following:
 - 1. Characterization of the proposed wastewater discharge
 - 2. The estimated average and maximum daily flow rates
 - 3. A schedule detailing the frequency and duration of the planned discharge(s)
 - 4. The affected receiving water(s)
 - 5. A description of the proposed treatment system (if appropriate)
 - 6. A map showing the path from the point of initial discharge to the ultimate location of the discharge
- B. Submit report from Paragraph A to: (1) the RWQCB and copy DISTRICT five (5) days prior to the planned discharge if CONTRACTOR is operating under CONTRACTOR'S permit, or (2) DISTRICT for submittal to the RWQCB ten (10) days prior to the planned discharge if CONTRACTOR is operating under DISTRICT's permit.
- C. Not commence work until receiving written acknowledgement on the information provided to DISTRICT from paragraph A.
- D. CONTRACTOR shall be responsible for conducting monitoring required under the permit and any additional monitoring requested by the RWQCB. All monitoring and report preparation shall be conducted as specified in the permit under which dewatering is occurring. If CONTRACTOR is operating under the DISTRICT permit, reports shall be forwarded to DISTRICT by the 20th of the month for submittal by DISTRICT to the RWQCB. This report shall include a cover letter noting any violations and stating what action was taken to correct these violations. If CONTRACTOR is operating under CONTRACTOR'S

permit, copies of reports that CONTRACTOR submits to the RWQCB shall be provided to DISTRICT.

END OF SECTION

SECTION 01200

REQUESTS FOR INFORMATION (RFI)

1.01 GENERAL

- A. CONTRACTOR shall submit a Request for Instruction (RFI) to DISTRICT if CONTRACTOR:
1. requires instruction pursuant to General Provision Article 6.15, Errors or Discrepancies Noted by CONTRACTOR,
 2. raises a question requiring clarification,
 3. requests product or material changes,
 4. requests design changes, or
 5. requires other information from DISTRICT.

1.02 RFI SUBMITTAL PROCEDURE

All RFIs shall be submitted on DISTRICT Forms and shall include all backup information. Backup information shall include, but not be limited to, CONTRACTOR verified field measurements, quantities, dimensions, installation requirements, materials, catalog number, and any other information that will assist the DISTRICT in reviewing the RFI. A copy of RFI form can be found in Appendix.

1.03 DISTRICT RESPONSE

Within seven (7) days of receipt of RFI, DISTRICT will either return a response to the RFI or notify CONTRACTOR when a response will be issued.

1.04 COMMENCEMENT OF RFI-RELATED WORK

No portion of the work requiring instruction from DISTRICT shall begin until RFI has been reviewed by DISTRICT and returned to CONTRACTOR with instruction or with notation indicating DISTRICT response is not necessary.

END OF SECTION

SECTION 01300

TRAFFIC REGULATION

1.01 GENERAL

- A. Traffic shall be maintained at those locations indicated and in conformance with the plans and specifications.
- B. Furnish, construct, maintain, and remove detours, road closures, lights, signs, barricades, fences, flares, miscellaneous traffic devices, flagmen, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, permits, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the Contractor.
- C. Prior to the start of construction operations, notification shall be given to the police and fire departments in whose jurisdiction the project lies, giving the expected starting date, completion date, and the name and telephone number of the responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

1.02 CONSTRUCTION SIGNING

- A. Construction signing used for handling traffic and public convenience shall conform to the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" and "Work Area Traffic Control Hand-book" (WATCH) published by Buildings News Incorporated. In case of conflict between the two previously referenced manuals with regard to recommended sign spacing, the manual, which is more stringent, shall be used.
- B. Signs shall be illuminated or reflectorized when they are used during hours of darkness. Cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other illumination if in place during hours of darkness.
- C. A 24-hour emergency service shall be maintained to remove, install, relocate, and maintain warning devices. The names and telephone numbers of three persons responsible for this emergency service shall be furnished to the agency having jurisdiction over traffic control for the project. If any of these persons do not promptly respond or the jurisdictional agency deems it necessary to call out other forces to accomplish emergency service, the Contractor will be held responsible for the cost of such emergency service.

1.03 VEHICULAR TRAFFIC CONTROL

- A. Traffic control within the _____ shall conform to the ordinances and regulations of the _____.

List the jurisdictional agency having authority over traffic control.

- B. The failure of the Contractor to maintain construction signing, delineators, or barricading at all times to the satisfaction of the _____ shall be sufficient cause for closing down the work until such equipment is in satisfactory condition. All costs associated with the stoppage of work, loss of production, costs of restart, etc., shall be borne by the Contractor.
- C. A minimum 2-foot clearance between the curb face or edge of pavement, and a 5-foot clearance between the edge of excavation and the edge of any traffic lane shall be maintained at all times. Shoring members, beams, or other obstructions shall not be permitted within the 2-foot clearance between the edge of excavation and the edge of any traffic lane. Any projections or activity within 2 feet to 5 feet from the adjacent traffic lane must be protected by a solid concrete barrier (K-rail). "NO PARKING" signs shall be placed as necessary.
- D. Work areas adjacent to the existing traffic lane shall be delineated in accordance with the requirements for the normal posted speed limit. The Contractor shall post signing, barricades, and delineators to provide clear guidance to traffic as approved by the jurisdictional agency having authority over traffic control.

1.04 PEDESTRIAN TRAFFIC CONTROL AND SAFETY

- A. Fencing or other means of securement shall be provided to preclude unauthorized entry to any excavation during all nonworking hours on a 24-hour basis including weekends and holidays. Fencing shall be a minimum of 6 feet high around the entire excavation, and shall consist of a minimum 9-gage chain link type fence sturdy enough to prohibit toppling by children or adults. There shall be no openings under the wire large enough for any child to crawl through. Gates shall be locked if no adult is in attendance. Warning signs shall be placed at 50-foot centers on the outside of the fence with the statement "DEEP HOLE DANGER."

1.05 ACCESS TO ADJACENT PROPERTIES

- A. Reasonable access from public streets to all adjacent properties shall be maintained at all times during construction. Prior to restricting normal access from public streets to adjacent properties, each property owner or responsible person shall be informed of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property.

1.06 PERMANENT TRAFFIC CONTROL DEVICES

- A. Existing permanent traffic control signs, barricades, and devices shall remain in effective operation unless a substitute operation is arranged for and approved as a portion of vehicular traffic control above. Replacement work shall be in accordance with the ordinances and regulations of the _____.

List the jurisdictional agency having authority over traffic control.

- B. Restriping of Streets

Any permanent restriping that is required shall be done by the Contractor. The Contractor is cautioned to check with the _____ to ascertain the extent and specifications for restriping. Full compensation for restriping within the _____ shall be included in the contract unit price for which such work is appurtenant thereto. Temporary striping required for traffic control during construction shall also be done by the Contractor with full compensation to be included in the contract unit price for which such work is appurtenant, and no additional allowance shall be given. Temporary striping includes any striping required on any pavement replaced prior to the final surface course. The Contractor shall remove any permanent striping that conflicts with the detour plan and all detour striping completely, prior to replacement of any final striping, by sandblasting only. Painting out existing striping shall not be permitted. Any damaged or obliterated raised pavement markers shall also be replaced in accordance with the appropriate standard with compensation for such work and materials included in the unit contract price for which such work is appurtenant.

List the jurisdictional agency having authority over traffic control and the limits of street restriping.

- C. Traffic Control Wire Loops

Traffic control wire loops which are cut, removed, or otherwise disturbed for construction of the pipeline shall be replaced to the exact original position. Replacement work shall be in accordance with Section 86-5.01A of the State of California, Department of Transportation, Standard Specifications. The number of turns in the loop shall be in accordance with the manufacturer's specifications for the vehicle detector.

Detector lead-in conductors, cable, inductive loop conductor, and epoxy shall conform to the provisions of Section 86 of the State of California, Department of Transportation, Standard Specifications. The cable shall not be spliced. Splices to lead-in conductors shall be made in pull boxes and soldered, wrapped, and waterproofed after sensitivity check at tuning turn on. Inductive loop wires shall be labeled in the pull box, identifying the loop and the direction of current flow. Saw cuts for inductive loop wire shall be of a width such that the loop wires will fit within the cut snugly but without need for forcing of the wire.

Damaged traffic signal conduits shall be replaced to the nearest pull box, including new wire, back to the terminal, and/or back to the signal controller to the satisfaction of the agency having jurisdiction over the equipment.

Damaged traffic loops or signal conduit shall be repaired before proceeding to the construction phase. Two traffic signal vehicle heads shall be visible at all times to vehicular traffic at signalized intersections during construction.

1.07 PAYMENT

Payment for conforming to all of the traffic control and pedestrian safety requirements of these specifications shall be considered to be included in the contract unit or lump-sum price paid for the various items of work wherein maintenance of traffic control and detours is required. No additional allowance will be given for maintenance of traffic control and detours.

END OF SECTION

SECTION 01400

PRECONSTRUCTION AND POST CONSTRUCTION CONFERENCES

1.01 PRECONSTRUCTION CONFERENCE

- A. Upon issuance of Notice to Proceed, or earlier when mutually agreeable, DISTRICT will arrange a preconstruction conference in a convenient place for most persons invited.
- B. CONTRACTOR'S superintendent, DISTRICT, Engineer/Architect representatives of utilities, major subcontractors and others involved in performance of the Work, and others necessary to agenda shall attend Preconstruction Conference.
- C. DISTRICT will preside at conference.
- D. Purpose of Conference: To establish working understanding between parties and to discuss Construction Schedule, shop drawing and other submittals, cost breakdown of major lump sum items, processing of submittals and applications for payment, and other subjects pertinent to execution of the Work.
- E. Agenda Will Include:
 - 1. Adequacy of distribution of Contract Documents.
 - 2. Distribution and discussion of list of major subcontractors and suppliers.
 - 3. Proposed progress schedules and critical construction sequencing.
 - 4. Major equipment deliveries and priorities.
 - 5. Project coordination.
 - 6. Permits and Permit Conditions.
 - 7. Environmental (CEQA) Mitigation Requirements.
 - 8. Designation of responsible personnel.
 - 9. Procedures and Processing of:
 - a. Field decisions
 - b. Proposal requests

- c. Submittals
 - d. Change Orders
 - e. Applications for Payment
 - f. Record Documents
10. Use of Premises:
- a. Office, construction, and storage areas
 - b. DISTRICT'S requirements
11. Construction facilities, controls, and construction aids
12. Coordination of construction with DISTRICT operations and others
13. Temporary utilities
14. Safety and first aid procedures
15. Security procedures
16. Housekeeping procedures
- F. DISTRICT will record minutes of meeting and distribute copies of minutes within seven (7) days of meeting to participants and interested parties.

1.02 POST CONSTRUCTION MEETING

- A. Meet with and inspect the Work 11 months after date of Substantial Completion with DISTRICT and ENGINEER.
- B. Arrange meeting at least seven (7) days before meeting.
- C. Meet in DISTRICT'S office or other mutually agreed upon place.
- D. Inspect the Work and draft list of items to be completed or corrected.
- E. Review service and maintenance contracts, and take appropriate corrective action when necessary.
- F. Complete or correct defective work and extend correction period accordingly.

- G. Require attendance of Superintendent, appropriate manufacturers and installers of major units of constructions, and affected subcontractors.

END OF SECTION

SECTION 01410

CONSTRUCTION SAFETY PROCEDURES

1.01 GENERAL

- A. CONTRACTOR shall assure that each employee is trained in the work practices necessary to safely perform his/her job.
- B. CONTRACTOR shall assure that each employee is instructed in the known potential hazards related to his/her job and the process, and the applicable provisions of the emergency action plan for the plant or facility as covered during CONTRACTOR safety orientation.
- C. CONTRACTOR shall document that each employee has received and understood the training required. The documentation shall contain the identity of the employee, the date of training, and the means used to verify that the employee understood the training. Documentation shall be submitted to DISTRICT upon request.
- D. CONTRACTOR shall advise DISTRICT of any unique hazards presented by the CONTRACTOR'S work.
- E. CONTRACTOR shall immediately notify DISTRICT of any hazards found or discovered during the course of the work.
- F. CONTRACTOR shall submit copy of OSHA T1 Annual Trench Excavation Permit upon request.

1.02 CONSTRUCTION SAFETY

- A. CONTRACTOR shall submit a Construction Safety Plan detailing the methods and procedures for complying with California Labor Code Section 6401.7, Federal, and local health and safety laws, rules and requirements for the duration of the contract time. The plan shall include the following:
 - 1. Identification of the Safety Officer (or Consultant), who will prepare, initiate, maintain and supervise safety programs, and procedures.
 - 2. Procedures for providing workers with an awareness of safety and health hazards expected to be encountered in the course of construction.
 - 3. Safety equipment appropriate to the safety and health hazards expected to be encountered during construction.

4. Methods for minimizing employees' exposure to safety and health hazards expected during construction.
 5. Procedures for reporting safety or health hazards.
 6. Procedures to follow to correct a recognized safety and health hazard.
 7. Procedures for investigation of accidents, injuries, illnesses and unusual events that have occurred at the construction site.
 8. Periodic and scheduled inspections of general work areas and specific workstations.
 9. Training for employees and workers at the jobsite.
 10. Methods of communication of safe working conditions, work practices and required personal protection equipment.
- B. CONTRACTOR shall assume responsibility for every aspect of Health and Safety on the jobsite, including the health and safety of Subcontractors, suppliers, and other persons on the jobsite.
- C. CONTRACTOR'S Safety Officer shall periodically review job safety information and reports and make recommendations concerning worker health and safety at the jobsite.
- D. CONTRACTOR shall employ health and safety measures specified by the Safety Officer, as necessary, for workers in accordance with OSHA guidelines.
- E. CONTRACTOR shall transmit to DISTRICT copies of reports and other documents related to accidents or injuries encountered during construction.

1.03 SAFETY PROCEDURES

- A. Accident Prevention:
1. Exercise precautions throughout construction for protection of persons and property.
 2. Observe safety provisions of applicable Laws and Regulations.
 3. Guard machinery and equipment, and eliminate other hazards.

4. Make reports required by authorities having jurisdiction, and permit safety inspections of the Work.
 5. Before commencing construction Work, take necessary action to comply with provisions for safety and accident prevention.
- B. Barricades:
1. Place barriers at ends of excavations and along excavations to warn pedestrian and vehicular traffic of excavations.
 2. Provide barriers with flashing lights after dark.
 3. Keep barriers in place until excavations are entirely backfilled and compacted.
 4. Barricade excavations to prevent persons from entering excavated areas in streets, roadways, parking lots, treatment plants, or other public or private areas.
- C. Warning Devices and Barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers.
1. Devices shall conform to minimum requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- D. Hazards in Public Right-of-Way:
1. Mark at reasonable intervals, trenches and other continuous excavations in public right-of-way, running parallel to general flow of traffic, with traffic cones, barricades, or other suitable visual markers during daylight hours.
 - a. During hours of darkness, provide markers with torches, flashers, or other adequate lights.
 2. At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, protect excavations by continuous barricades.
 - a. During hours of darkness, provide warning lights at close intervals.
- E. Hazards in Protected Areas: Mark or guard excavations in areas from which public is excluded, in manner appropriate for hazard.

- F. Above Grade Protection: On multi-level structures, provide safety protection that meets requirements of OSHA and State agency which administers OSHA regulations where Project is located.
- G. Protect existing structures, trees, shrubs, and other items to be preserved on Project site from injury, damage or destruction by vehicles, equipment, worker or other agents with substantial barricades or other devices commensurate with hazards.
- H. Fences: Enclose site of the Work with fence adequate to protect the Work against acts of theft, violence and vandalism.

END OF SECTION

SECTION 01420
CONFINED SPACES

1.01 GENERAL

- A. Attention is directed to the provisions of :
1. Article 108 of the General Industry Safety Orders, Title 8, California Code of Regulations.
 2. Article 4 of the Construction Safety Orders, Title 8, California Code of Regulations.
- B. The General Industry Safety Orders define a confined space as a space that: (1) is large enough and so configured that a person can bodily enter and perform work, and (2) has limited or restricted means for entry and exit, and (3) is not designed for continuous occupancy.
- C. Confined spaces shall be as described above, and shall include the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit an oxygen deficient atmosphere or the accumulation of dangerous gases or vapors.
- D. A Permit Required Confined Spaces is defined as a confined space that has one or more of the following characteristics:
1. Contains a hazardous atmosphere,
 2. Contains a liquid or solid materials that can engulf an entrant,
 3. A configuration that can trap and suffocate an entrant,
 4. Mechanical or electrical hazards, or
 5. Contains any other recognized serious safety and health hazard.
 6. Contains unknown atmospheric environment.

The general industry regulations define a Non-Permit Required Confined Space as a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or physical harm.

- E. Confined spaces shall be considered permit-required confined spaces (PRCS) until proven safe from atmospheric hazards by testing and ventilation; and until evaluated as safe from any other serious safety or health hazards.

1.02 CONFINED SPACE OPERATING PROCEDURES

- A. CONTRACTOR shall submit confined space operating and rescue procedures to the DISTRICT for record keeping purposes. Procedures shall conform to the applicable provisions of Article 108, General Industry Safety Orders, Title 8, California Code of Regulations.
- B. CONTRACTOR shall test for the presence of combustible or dangerous gases and/or oxygen deficiency in confined spaces using an approved device immediately prior to a worker entering the confined space, and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the jobsite.
- C. Employees shall not be permitted to enter a confined space, where tests indicate the presence of a hazardous atmosphere, unless the employee is wearing suitable and approved respiratory equipment, or until such time that continuous forced air ventilation has removed the hazardous atmosphere from the confined space.
- D. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment.
- E. Sources of ignition shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe.
- F. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side openings or manholes when practicable.
- G. CONTRACTOR shall coordinate entry operations with DISTRICT when both CONTRACTOR personnel and DISTRICT personnel will be working together as authorized entrants into a permit-required confined space.
- H. CONTRACTOR shall submit to DISTRICT a photocopy of the canceled permit at the conclusion of the entry operation. This information is for record-keeping purposes only, and is not intended to provide enforcement of confined space regulations.

END OF SECTION

SECTION 01430

HAZARDOUS SUBSTANCES COMMUNICATION

1.01 REFERENCE

- A. General Requirements Section 01430

1.02 GENERAL

- A. The following hazardous substances are known to be present or will be encountered during performance of the work.
 - 1. *List all hazardous substances, or if none, indicate “none” in the space above. A listing of hazardous substances for various District facilities as compiled by local fire departments is available from the IRWD Water Quality Department.*
- B. Material Safety Data Sheets (MSDS) for each known hazardous substance can be found in the Appendix.

1.03 PROCESS OVERVIEW

For projects where work on existing chlorine, ammonia, or other hazardous chemical facility will take place, describe the existing process and known potential hazards.

SECTION 01435

HAZARDOUS SUBSTANCE PROCEDURES

1.01 REFERENCES

- A. California Health and Safety Code, Section 25117.
- B. United States Code of Federal Regulation (CFR), Title 29 and Title 40.
- C. State of California Code of Regulations (CCR), Title 8 and Title 22.
- D. Steel Structure Painting Council – PA Guide 3.
- E. 29 CFR 1910.1000.
- F. 29 CFR 1910.134.
- G. Steel Structure Painting Council:
 - 1. Guide 61 – Guide for Containing Debris Generated During Paint Removal Operations.
 - 2. Guide 71 – Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.

1.02 GENERAL

- A. CONTRACTOR shall inform DISTRICT and other affected persons of hazardous substances that are brought onto the jobsite or suspected hazardous substances which are encountered during performance of the work. CONTRACTOR shall notify such agencies as required to be notified by law or by regulation of the presence of hazardous substances.
- B. Definitions
 - 1. Hazardous substance: Defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Includes hazardous waste as defined herein.
 - 2. Hazardous waste: A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Chapter 11, Division 4.5, Title 22, California Code of Regulations, and Chapter

6.5, Division 20, California Health and Safety Code, or those substances defined as hazardous wastes in 49 CFR 171.8.

- C. CONTRACTOR shall provide plans, procedures, and controls to be used when encountering hazardous substances during performance of the work.
- D. Prior to commencing work, and where it is known or suspected that hazardous substances will be encountered, CONTRACTOR shall submit a copy of its hazard communication program to DISTRICT. Program shall describe CONTRACTOR'S communication procedures and shall give evidence of employees training for complying with procedures.
- E. CONTRACTOR shall designate a Certified Industrial Hygienist to issue instructions and recommendations for worker safety in the event a hazardous substance is encountered.
- F. CONTRACTOR shall file request for adjustment of Contract Price or Time due to the finding of hazardous materials at the work-site, in accordance with Article 14 of the General Provisions.

1.03 HAZARDOUS SUBSTANCE PROCEDURES

- A. For work where hazardous substances will be present or encountered, CONTRACTOR shall:
 - 1. Submit to DISTRICT a Site Safety and Health Plan. A copy of the plan shall be made available to the jobsite while work is being performed.
 - 2. Submit to DISTRICT a Materials Disposal Plan.
 - 3. Submit to DISTRICT a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used or encountered at the jobsite. MSDS shall be submitted prior to commencing work.
 - 4. Exercise extreme care when handling or disposing of materials or substances that are listed as hazardous substances in Section 8-339 of California Occupational Safety and Health Regulations, Title 8, California Code of Regulations, or in Title 26 (Toxics) of the California Code of Regulations, or as evidenced by the manufacturer's MSDS.
 - 5. Immediately notify DISTRICT of any spill of material that is, or contains, a hazardous substance, including, but not limited to, motor oil, hydraulic fluid, or other petroleum products and hazardous materials or wastes used or generated on site. DISTRICT personnel will notify the proper

authorities of the spill and will specify the necessary measures to be taken by the CONTRACTOR to neutralize and/or remove the hazardous substance.

- B. For work where materials suspected of containing hazardous substances are encountered, CONTRACTOR shall immediately comply with the requirement set forth above in Paragraph A, as well as the following:

1. Sampling and Testing

Contractor shall sample and test all materials suspected of containing hazardous substances to determine if they are classifiable as hazardous wastes that must be disposed of at a Class I disposal site, or non-hazardous wastes that must be disposed of at a Class II or Class III disposal site. All sampling and testing shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.

2. Hazardous Substances that may be Encountered

All the materials listed below that are to be disposed of from the site shall be sampled and analyzed for hazardous constituents. Analytical reports shall be submitted to the DISTRICT prior to disposing of each material.

- a. Sandblast Media, sealant, soil
- b. Wastewater, sediments
- c. Metals analyses will include the following 17 metals:

Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cobalt, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium and Zinc

3. Handling Samples

- a. Each sample shall have an identifying sample number assigned by the CONTRACTOR when the sample is taken. Sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample. Each sample shall have a sampling chain of custody. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.

District's Representative will witness sampling and may take samples for DISTRICT records and for additional analyses if required. Notify the DISTRICT at least 24 hours prior to sampling.

- b. District's Representative will witness sampling and may take samples for DISTRICT records and for additional analyses if required.
- c. District's Representative will review laboratory analysis results and will obtain a Hazardous Waste Generator's EPA ID Number if required.

4. Disposal

- a. District's Representative will give CONTRACTOR written notice to dispose of all or a portion of material at a Class I disposal site if the District's Representative determines that such disposal is required based on review of analytical results of samples collected in accordance with sampling plan. Non-hazardous waste shall be disposed of in either a Class II or Class III facility dependent on material composition and landfill requirements.
- b. Remove and handle the material as hazardous until the District's Representative has reviewed the required laboratory analysis and determined the appropriate classification. Materials from different sites shall not be transported or mixed until the material is determined to be non-hazardous. Excavation materials shall be stored or stockpiled at each site until classified.
- c. Transport materials in accordance with all local, state, and federal laws, rules, and regulations. Submit hazardous waste shipping manifests to the DISTRICT'S Representative within five (5) days of offhaul. Include the name, address, EPA Identification Number and Hauler License Number of the transport company and the EPA Identification Number of the disposal site.

1.04 SUBMITTALS

A. Site Safety and Health Plan

- 1. Plan shall be approved by a Certified Industrial Hygienist and shall comply with all applicable requirements of the Federal Resource

Conservation and Recovery Act, Title 8, Title 22, and Title 26 of the California Code of Regulations, and all applicable regulations of all local, state, and federal agencies having jurisdiction over the safety and health hazards of all phases of the work to be performed.

2. Submit name of individual who has been designated as the site safety and health supervisor.

B. Materials Disposal Plan

1. Prepare a materials disposal plan that complies with all applicable requirements of the Federal Resource Conservation and Recovery Act, Title 8, Title 11, and Title 26 of the California Code of Regulations; and all applicable regulations of all local, state and federal agencies having jurisdiction over the disposal of removed materials, and other waste, whether hazardous or non-hazardous. Submit a copy of the plan for the DISTRICT'S Representative prior to disposing of any material.
2. Submit permission to dispose of material from disposal site owner prior to disposing of any material. Include name, address, and telephone number of disposal site and of owner.
3. Hazardous wastes:
 - a. CONTRACTOR shall prepare and DISTRICT shall accept all hazardous waste manifests prior to use.
 - b. Submit manifests, Bill of Lading, land disposal restriction, or other documentation required by applicable regulations governing transport and disposal of hazardous wastes for disposal of hazardous substances within five (5) days of transport. Manifests or Bill of Lading (or other listed documentation) shall identify disposed material and source, show quantity of disposed material in pounds or tons, and show method used for final disposition as buried, incinerated, chemically treated and/or other means.
 - c. Submit proof that the transporter and disposal site are regulated by the State to handle and dispose of hazardous wastes.

D. Sampling and Analysis, Laboratory Designation, and Test Results

1. Submit project sampling plan prior to any sampling. Include collection methods, locations, and frequencies. Include analytical methods for each material sampled.

2. Submit name and Environmental Laboratory Accreditation Program Certificate number of laboratory that will sample and test suspected hazardous substances. Include statement of laboratory's certified testing areas and analyses that laboratory is qualified to perform. Submit prior to any laboratory testing.
3. Submit laboratory analysis results of samples taken per sampling plan. Specify any deviations from original sampling plan.

END OF SECTION

SECTION 01440

TEMPORARY FACILITIES AND CONTROLS

1.01 CONSTRUCTION WATER

General Provisions Article GP 7.12.1 requires Contractor to provide construction water. If other arrangements have been made, they should be described here.

1.02 CONSTRUCTION POWER

General Provisions Article GP 7.12.2 requires Contractor to provide construction power. If other arrangements have been made, they should be described here.

1.03 DUST CONTROL

- A. Submit a plan detailing the means and methods for controlling dust generated by work on the site at or below ambient dust levels for the DISTRICT'S acceptance. The plan shall also make provision for the control of paint overspray generated during painting operations. The plan shall detail equipment and methods for monitoring compliance with the plan.
- B. One or more operable street sweeping machines with vacuums in combination with a water truck for dust abatement purposes shall be maintained on the jobsite.

General Provisions Article 7.14 lists dust and smoke control requirements. If special precautions are required, include above, as appropriate.

1.04 NOISE ABATEMENT

Add specifications as needed.

1.05 DISPOSAL OF EXCESS EXCAVATED SOIL MATERIALS

General Provisions Article GP 7.13 calls for Contractor to dispose of excess soil materials off site. If alternative disposal sites have been identified, their location should be noted here.

1.06 TEMPORARY FACILITIES

Add specifications as needed.

1.07 CULTURAL RESOURCES

If work is to be performed in archeologically or paleontologically sensitive areas, include language here describing the nature of the sensitive cultural resource. If monitoring during construction is required, describe the monitoring program and state who will perform monitoring.

1.08 BIOLOGICAL RESOURCES

If work is to be performed in biologically sensitive areas or in NCCP areas, include language here describing the nature and extent of the areas. If necessary, include NCCP documents in appendix. If mitigation is required, describe here.

END OF SECTION

SECTION 01500

EQUIPMENT AND EQUIPMENT SYSTEMS OPERATION

1.01 GENERAL

This section describes the intended function and operation of equipment and equipment systems.

1.02 EQUIPMENT FUNCTIONS

Describe individual equipment items and their intended function.

1.03 EQUIPMENT SYSTEM FUNCTIONS

Describe equipment systems and their intended function. Include P&ID and other operating descriptions from Preliminary Design Report for the project.

SECTION 01510

TESTING, TRAINING, AND FACILITY START-UP

1.01 SUMMARY

- A. Section Includes: Equipment and system testing and start-up, services of manufacturer's representatives, training of DISTRICT'S personnel, and final testing requirements for the complete facility.

1.02 CONTRACT REQUIREMENTS

- A. Testing, training, and start-up are requisite to the satisfactory completion of the Contract.
- B. Complete testing, training, and start-up within the Contract Time.
- C. Allow realistic durations in the Progress Schedule for testing, training, and start-up activities.
- D. Furnish labor, power, chemicals, tools, equipment, instruments, and services required for and incidental to completing functional testing, performance testing, and operational testing.
- E. Provide competent, experienced technical representatives of equipment manufacturers for assembly, installation and testing guidance, and operator training.

1.03 START-UP/TESTING PROCESS OVERVIEW

- A. This specification describes a process. The following definitions are provided for terms that are used in this specification and which describe the steps of the process.
- B. Start-up Plan: A complete outline and schedule of the work that will be performed to meet the requirements of this specification.
- C. Factory/Source Performance Testing: Testing which takes place at the supplier's facility to test equipment performance prior to shipment of the equipment to the job site. Factory pump test, or a control panel test, for example.
- D. General Start-up and Testing: Initial adjustments, alignments, inspections, testing, etc., which are performed to confirm equipment is installed correctly and ready to be operated. Line flush, lubrication check, electrical integrity tests, instrument calibrations, for example.

- E. Individual Equipment Functional Testing: Individual equipment operating tests which verify proper operation of the equipment. An individual pump functional test would include testing flow, pressure, amps, vibration, motor controls, associated instrument loops, and remote controls, for example.
- F. Certification of Proper Installation: A written report from the equipment supplier and the equipment installer which certifies that the equipment tests are complete and the equipment performs satisfactorily.
- G. Equipment/System Operational Testing: A test of the entire facility which demonstrates the individual equipment operates as a system and meets the operational requirements of the facility design. Operational requirements to test shall include system control features, station performance requirements such as flow and pressure for example.

1.04 START-UP PLAN

- A. Submit start-up plan for each piece of equipment and each system not less than 3 weeks prior to planned initial equipment or system start-up. Plan shall address all operating requirements set forth in Section 01500, Equipment and Equipment System Operation.
- B. Provide a Schedule with the Following Activities Identified:
 - 1. Manufacturer's services
 - 2. Installation certifications
 - 3. Operator training
 - 4. Submission of Operation and Maintenance Manual
 - 5. Performance testing
 - 6. Functional testing
 - 7. Operational testing
- C. Provide testing plan with test logs for each item of equipment and each system when specified. Include testing of alarms, control circuits, capacities, speeds, flows, pressures, vibrations, sound levels, and other parameters.
- D. Provide summary of shutdown requirements for existing systems, which are necessary to complete start-up of new equipment, and systems.

- E. Revise and update start-up plan based upon review comments, actual progress, or to accommodate changes in the sequence of activities.

1.05 FACTORY/SOURCE PERFORMANCE TESTING

- A. Test equipment for proper performance at point of manufacture or assembly when specified.

- B. Equipment that is to be tested includes, but is not limited to:

List all items of equipment that are to be tested (i.e. pumps, meters, etc.)

1. Demonstrate equipment meets specified performance requirements.
2. Provide certified copies of test results.
3. Do not ship equipment until certified copies have received written acceptance from DISTRICT. Written acceptance does not constitute final acceptance.

1.06 FACTORY WITNESSED PUMP TESTS

- A. Pumps having a motor drive of 100 horsepower or greater shall undergo factory witnessed pump testing. Each pumping unit, complete with the actual job motor drive, shall be tested at the factory in the presence of the DISTRICT Representative. Tests shall be performed in accordance with the applicable provisions of AWWA E101 or the standards of the Hydraulic Institute. To successfully pass a laboratory performance test, a pumping unit shall meet all performance requirements specified.

- B. DISTRICT shall pay all costs for DISTRICT'S Representative to travel to and from the location of the laboratory performance test, and all costs incurred during testing. Should results of the tests indicate, in the opinion of the District's Representative that the pumps fail to meet any of the specified requirements, the District's Representative will notify the CONTRACTOR of such failure. The manufacturer shall thereupon, at no expense to the DISTRICT, make such modifications and perform additional testing as may be necessary to comply with these specifications. Any additional costs for travel and subsistence shall be reimbursed to the DISTRICT by the CONTRACTOR.

1.07 GENERAL START-UP AND TESTING

A. Mechanical Systems:

1. Remove rust preventatives and oils applied to protect equipment during construction.
2. Flush lubrication systems and dispose of flushing oils. Recharge lubrication system with lubricant recommended by manufacturer.
3. Flush fuel system and provide fuel for testing and start-up. At completion of test, fill fuel tank.
4. Install and adjust packing, mechanical seals, O-rings, and other seals. Replace defective seals.
5. Remove temporary supports, bracing, or other foreign objects installed to prevent damage during shipment, storage, installation and construction.
6. Check rotating machinery for correct direction of rotation and for freedom of moving parts before connecting driver.
7. Perform cold alignment and hot alignment to manufacturer's tolerances.
8. Adjust V-belt tension and variable pitch sheaves.
9. Inspect hand and motorized valves for proper adjustment. Tighten packing glands to insure no leakage, but permit valve stems to rotate without galling. Verify valve seats are positioned for proper flow direction.
10. Tighten leaking flanges or replace flange gasket. Inspect screwed joints for leakage.
11. Install gratings, safety chains, handrails, shaft guards, and sidewalks prior to operational testing.

B. Electrical Systems:

1. Perform insulation resistance tests on wiring except 120-volt lighting, wiring, and control wiring inside electrical panels.
2. Perform continuity tests on grounding systems.

3. Test and set switchgear and circuit breaker relays for proper operation.
 4. Perform direct current high potential tests on all cables that will operate at more than 2,000 volts. Obtain services of an approved, certified independent testing lab to perform tests.
 5. Check motors for actual full load amperage draw. Compare to nameplate value.
- C. Instrumentation Systems:
1. Bench or field calibrate instruments and make required adjustments and control point settings. Provide data on DISTRICT's calibration sheets.
 2. Leak test pneumatic controls and instrument air piping.
 3. Energize transmitting and control signal systems, verify proper operation, ranges and settings.

1.08 INDIVIDUAL EQUIPMENT FUNCTIONAL TESTING

- A. Functionally test mechanical and electrical equipment for proper operation after general start-up and testing tasks have been completed.
- B. Demonstrate proper rotation, alignment, speed, flow, pressure, vibration, sound level, adjustments, and calibration. Perform initial checks in the presence of and with the assistance of the manufacturer's representative.
- C. Demonstrate proper operation of each instrument loop function including alarms, local and remote controls, instrumentation and other equipment functions. Generate signals with test equipment to simulate operating conditions in each control mode.
- D. Conduct continuous 8-hour test under full load conditions. Replace parts which operate improperly.

1.09 CERTIFICATE OF PROPER INSTALLATION

- A. At Completion of Functional Testing, Furnish Written Report Prepared and Signed by Manufacturer's Authorized Representative, Certifying Equipment:
 1. Has been properly installed, adjusted, aligned, and lubricated.
 2. Is free of any stresses imposed by connecting piping or anchor bolts.

3. Is suitable for satisfactory full-time operation under full load conditions.
 4. Operates within the allowable limits for vibration.
 5. Controls, protective devices, instrumentation, and control panels furnished as part of the equipment package are properly installed, calibrated, and functioning.
 6. Control logic for start-up, shutdown, sequencing, interlocks, and emergency shutdown have been tested and are properly functioning.
- B. Furnish Written Report Prepared and Signed by the Electrical and/or Instrumentation Subcontractor Certifying:
1. Motor control logic that resides in motor control centers, control panels, and circuit boards furnished by the electrical and/or instrumentation subcontractor has been calibrated and tested and is properly operating.
 2. Control logic for equipment start-up, shutdown, sequencing, interlocks and emergency shutdown has been tested and is properly operating.
- C. Co-sign the reports along with the manufacturer's representative and subcontractors.

1.10 TRAINING OF OWNERS PERSONNEL

- A. Provide operations and maintenance training for items of mechanical, electrical and instrumentation equipment. Utilize manufacturer's representatives to conduct training sessions. Coordinate with DISTRICT to develop content for training sessions.
- B. Coordinate training sessions to prevent overlapping sessions. Arrange sessions so that individual operators and maintenance technicians do not attend more than 2 sessions per week.
- C. Provide Operation and Maintenance Manual for specific pieces of equipment or systems one month prior to training session for that piece of equipment or system.
- D. Satisfactorily complete functional testing before beginning operator training.
- E. CONTRACTOR shall coordinate the training periods with DISTRICT personnel and manufacturer's representatives, and shall submit a training schedule for each piece of equipment or system for which training is to be provided. Such training schedule shall be submitted not less than 21 calendar days prior to the time that the associated training is to be provided and shall be based on the current plan of operation.

1.11 EQUIPMENT/SYSTEM OPERATIONAL TESTING

- A. CONTRACTOR and DISTRICT shall jointly develop and coordinate equipment system operational testing. Operation shall comply with requirements set forth in Section 01500, Equipment and Equipment Systems Operation.
- B. Conduct operational test of the entire facility after completion of operator training. Demonstrate satisfactory operation of equipment and systems in actual operation.
- C. Conduct operational test for continuous 7-day period.
- D. DISTRICT will provide operations personnel, power, fuel, and other consumables for duration of operational test.
- E. Immediately correct defects in material, workmanship, or equipment which became evident during operational test.
- F. Repeat operational test when malfunctions or deficiencies cause shutdown or partial operation of the facility or results in performance that is less than specified.
- G. In the event an item of equipment cannot be tested continuously for seven (7) days, provide information for an alternative test, or modify the seven (7) day test period. For high horsepower equipment where testing will impact Time of Use (TOU) energy limitations, describe an intermittent test procedure. Identify TOU constraints.

1.12 RECORD KEEPING

- A. Maintain and Submit Following Records Generated During Start-up and Testing Phase of Project:
 - 1. Daily logs of equipment testing identifying all tests conducted and outcome.
 - 2. Logs of time spent by manufacturer's representatives performing services on the job site.
 - 3. Equipment lubrication records.
 - 4. Electrical phase, voltage, and amperage measurements.
 - 5. Insulation resistance measurements.

6. Data sheets of control loop testing including testing and calibration of instrumentation devices and set points.

END OF SECTION

SECTION 01520

CLOSEOUT PROCEDURES

1.01 FINAL CLEANING

- A. Perform final cleaning prior to inspections for Final Acceptance.
- B. Use cleaning materials which are recommended by manufacturers of surfaces to be cleaned.
- C. Prevent scratching, discoloring, and otherwise damaging surfaces being cleaned.
- D. Clean roofs, gutters, downspouts, and drainage systems.
- E. Broom clean exterior paved surfaces and rake clean other surfaces of sitework. Police yards and grounds to keep clean.
- F. Remove dust, cobwebs, and traces of insects and dirt.
- G. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete, and other foreign materials from sight-exposed surfaces, and fixtures and equipment.
- H. Remove non-permanent protection and labels.
- I. Polish glossy surfaces to clear shine.
- J. Vacuum carpeted and soft surfaces.
- K. Clean light fixtures and replace burned-out or dim lamps.

1.02 WASTE DISPOSAL

- A. Surplus materials, waste products, and other debris shall be disposed off-site

1.03 TOUCH-UP AND REPAIR

- A. Touch-up, repair, or replace finished surfaces on structures, equipment and installation that have been damaged prior to inspection for final acceptance.

1.04 CLOSEOUT DOCUMENTS

- A. Submit following closeout documents upon completion of the Work, and at least 7 days prior to application for Final Payment:
1. Project Record Documents, including:

Record drawings
Testing reports
Survey data
Instrument calibration sheets

Add other items as may be required.
 2. Operation and Maintenance Manuals
 3. Warranties and Bonds.
 4. Spare Parts

END OF SECTION

SECTION 01600

DISTRICT FURNISHED EQUIPMENT

1.01 EQUIPMENT FURNISHED BY DISTRICT

List equipment and include scheduled delivery date(s). Include copy of purchase order in appendix. List any equipment or parts that are necessary for installing equipment.

1.02 DISTRICT RESPONSIBILITIES

- A. Arrange for and deliver necessary shop drawings, installation instructions, product data and samples to CONTRACTOR.
- B. Arrange and pay for product delivery to site in accordance with construction schedule.
- C. Deliver supplier's bill of materials to CONTRACTOR.
- D. Inspect deliveries jointly with CONTRACTOR.
- E. Submit claims for transportation damage.
- F. Arrange for replacement of damaged, defective, or missing items.
- G. Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

1.03 CONTRACTOR RESPONSIBILITIES

- A. Designating required delivery date for each DISTRICT furnished product.
- B. Reviewing shop drawings, product data and samples.
- C. Submitting notification of discrepancies or anticipated problems.
- D. Receiving and unloading products at site.
- E. Promptly inspecting products jointly with DISTRICT and recording shortages, damaged or defective items.
- F. Handling products at site, including uncrating and storage.
- G. Protecting products from damage.

- H. Installing, including assembly, connections, adjustments, tests, and finish products in accordance with Contract Documents.
- I. Providing operating oils, lubricants, and incidental materials required for complete installation.
- J. Repairing or replacing items damaged after receipt until Date of Acceptance of the Work by DISTRICT.

1.04 DELIVERY

- A. If DISTRICT fails to deliver products in accordance with approved Construction Schedule, adjustments will be made to Contract Time and Contract Price as stipulated in General Provisions.

END OF SECTION

SECTION 01700

EARLY OCCUPANCY OF PORTIONS OF WORK

1.01 PORTIONS OF WORK SCHEDULED FOR EARLY OCCUPANCY

- A. CONTRACTOR shall complete following portions of Work for DISTRICT'S utilization including specified testing, training of DISTRICT'S personnel, and other preparations necessary for DISTRICT'S occupancy or use:

Designate portions of work scheduled for early occupancy. List early occupancy milestones and associated liquidated damage rates on the Agreement form.

1.02 SUBSTANTIAL COMPLETION CERTIFICATIONS

- A. Certificates of Substantial Completion will be executed for each designated portion of Work prior to DISTRICT occupancy. Such certificate of substantial completion will describe the portion of the Work to be occupied by DISTRICT, items that may be incomplete or defective, date of occupancy by DISTRICT, and other information required by DISTRICT and CONTRACTOR.

1.03 FOLLOWING OCCUPANCY

- A. Occupancy by DISTRICT will relieve CONTRACTOR of responsibility for injury or damage to the above-listed completed portions of the Work resulting from use by DISTRICT or from the action of the elements, or from other cause, except CONTRACTOR operations or negligence.
- B. After DISTRICT occupancy, allow access for DISTRICT'S personnel, access for others authorized by DISTRICT, and access by DISTRICT for operation of equipment and systems.
- C. Following Occupancy, DISTRICT will provide power to operate equipment and systems, and repair damage caused by DISTRICT occupancy.
- D. CONTRACTOR will not be required to reclean early occupied portions of Work prior to final acceptance, except for cleanup made necessary by CONTRACTOR's operations.
- E. Guarantee period for portions of the Work occupied by DISTRICT shall commence with date of Certificate of Substantial Completion of portions of Work for use by DISTRICT. Progress payment retentions for portions of the Work occupied by DISTRICT will be released as part of the retention for the total Work.

- F. DISTRICT'S use of occupied facilities shall not relieve CONTRACTOR from responsibility for correcting defective work or materials.
- G. No partial acceptance of the Work will be made and no acceptance other than the final acceptance of the completed Work will be made except for those portions of Work designated for early occupancy by DISTRICT.

END OF SECTION

SECTION 01800

TESTING AND LABORATORY SERVICES

Add specifications as needed.

SECTION 01810
SPECIAL MEETINGS

Add specifications as needed.

SECTION 01820

SPECIAL CONTRACT CLOSE OUT

Add specifications as needed.

SECTION 01830
SPECIAL SIGNAGE

Add specifications as needed.

SECTION 01840

BASIS OF MEASUREMENT FOR PAYMENT

Add specifications as needed.

SECTION 01900
GENERAL DESIGN REQUIREMENTS

Add specifications as needed.

PROJECT TECHNICAL SPECIFICATIONS

SECTIONS 2 – 17

PROJECT NO. _____ (____)
Project Name and Number

*Include Sections 2 through 17 following
this page, or reference the document
that contains Sections 2-17.*

APPENDIX

APPENDIX

Table of Contents

Shop Drawing Transmittal Form

Survey Request Form

Soil Testing Request Form

Dewatering Report Form

Request for Information Form

Contract Change Request Form

Contract Change Order Form

Progress Payment Form

Certificate of Substantial Completion Form

Escrow Agreement for Security Deposits in Lieu of Retention Form

IRWD Alternating Friday Closure Schedule

IRWD Holiday Schedule

Project Sign Example

General Dewatering Permit Order No. R8-2009-0045 (Amends R8-2007-0041)

General Dewatering Permit Order No. R8-2007-0041



IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92619-7000

Project: _____

Project No.: _____

Contractor: _____

Address: _____

To: Irvine Ranch Water District
 P.O. Box 57000
 Irvine, CA 92619-7000

Date: _____

Attention: _____
 IRWD PROJECT MANAGER

Phone No.: _____

Fax No.: _____

e-mail: _____

SHOP DRAWING TRANSMITTAL

SUBJECT OF SUBMITTAL: _____

SPECIFICATION SECTION(S): _____

CONTRACTOR'S CERTIFICATION: Check and complete either statement below:

- Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified in or shown on the contract documents with no exceptions.
- Contractor has verified that the material or equipment contained in this submittal meets all the requirements specified in or shown on the contract documents except for the following deviations:

REQUIREMENT:

Contractor shall use this **Transmittal Form** for submittal of shop drawings to the Owner's Representative. The procedure governing shop drawings submittal is contained in the General Provisions of the Specifications. Failure to comply with all the requirements specified therein will constitute grounds for return of the shop drawings for proper resubmittal.

Contractor's Authorized Signature



IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue
 P.O. Box 57000
 Irvine, CA 92619-7000

Project: _____

Project No.: _____

Contractor: _____

Address: _____

To: Irvine Ranch Water District
 P.O. Box 57000
 Irvine, CA 92619-7000

Date: _____

Attention: _____
 IRWD PROJECT MANAGER

Phone No.: _____

Fax No.: _____

e-mail: _____

SURVEY REQUEST

TYPE OF SURVEY	DESCRIPTION, STRUCTURE, STA.	OFFSET	STATION	DESIRED BY:	
				TIME	DATE
1					
2					
3					
4					
5					

ADDITIONAL INSTRUCTIONS, REMARKS, ETC., BY NUMBER:

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IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue
 P.O. Box 57000
 Irvine, CA 92619-7000

Project: _____

Project No.: _____

Contractor: _____

Address: _____

To: Irvine Ranch Water District
 P.O. Box 57000
 Irvine, CA 92619-7000

Date: _____

Attention: _____
 IRWD PROJECT MANAGER

Phone No.: _____

Fax No.: _____

e-mail: _____

SOIL TESTING REQUEST

TYPE OF TEST	DESCRIPTION, STRUCTURE, STA. TO STA., ETC...	DESIRED BY:	
		TIME	DATE
1			
2			
3			
4			
5			

ADDITIONAL INSTRUCTIONS, REMARKS, ETC., BY NUMBER:

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IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Ave., P.O. Box 57000, Irvine, CA 92619-7000 (949) 453-5300

Date: _____

Company: _____

Address: _____

Telephone No.: _____

Fax No.: _____

ATTENTION:

Project: _____

Project Number: _____

RE: WEEKLY DEWATERING REPORT

Pursuant to the General Requirements (Section 5-3) of the Contract, this is to inform you that construction activities for the week ending _____:

- Required no dewatering.
- Required dewatering. The wastewater was pumped to a settlement box and then discharged to surface waters.

Estimated Volume of Water (gallons/day): _____

- Required dewatering. The dewatering method used was:

Estimated Volume of Water (gallons/day): _____

Refer to attached report for laboratory test results.

Name of Lab performing testing: _____

Contact Person

Telephone #

Sincerely,

Name

Title

Date

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Weekly Dewatering Report (continued)

Summary of Monitoring and Reporting Requirements:

(Note: This is a summary to help facilitate compliance with the monitoring and reporting requirements. The contractor responsible for complying with all permit requirements and this summary in no way modifies the permit requirements.)

Sampling:

- Each time a dewatering system is turned off and restarted. (If there is no discharge from the system then the sampling procedures begin as if it is a new discharge when the system is restarted.)
- Samples must be taken at the scheduled intervals regardless of holidays or other non-working days for the contractor.
- For a continuous discharge, the interval between sampling events must not exceed seven days. If the contractor wishes to change sample days after the discharge has begun and the initial samples have been collected, then the change must be made in a way that the interval between samples does not exceed the seven day requirement.
- If there is more than one discharge point, each one is considered a separate discharge and must be sampled separately.
- Flow must be measured daily.

IF THERE IS ANY INDICATION THAT DEWATERING REQUIREMENTS ARE NOT BEING MET, DEWATERING MUST BE STOPPED AND CONTACT THE IRWD INSPECTOR IMMEDIATELY. THE CONTRACTOR IS RESPONSIBLE FOR ANY PENALTIES ASSESSED.



IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92619-7000

Project: _____

Project No.: _____
Contractor: _____

Address: _____

To: Irvine Ranch Water District
P.O. Box 57000
Irvine, CA 92619-7000

Date: _____

Attention: _____
IRWD PROJECT MANAGER

Phone No.: _____

Fax No.: _____

e-mail: _____

REQUEST FOR INFORMATION	RFI No.:
--------------------------------	-----------------

INFORMATION REQUESTED:

BY: _____ REQUESTED DATE OF REPLY: _____

REPLY:

BY: _____ DATE: _____

CONTRACT CHANGE REQUEST

IRVINE RANCH WATER DISTRICT
 15600 Sand Canyon Avenue
 P. O. Box 57000
 Irvine, California 92619-7000
 (949) 453-5300



C.R. No. _____

Project No. _____

Project Title _____

Date: _____

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
TOTAL =			

DAYS ±

1. NET AMOUNT THIS CHANGE REQUEST	=		
2. ORIGINAL CONTRACT AMOUNT	=		
3. TOTAL PREVIOUS CHANGE ORDERS	=		
4. TOTAL BEFORE THIS CHANGE REQUEST (2+ 3)	=		
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4) =	=		

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

_____ Dollars

 Date Name of Contractor By

IRVINE RANCH WATER DISTRICT	DATE	
IRWD Engineer or Consulting Engineer	_____	<input type="checkbox"/> Change Initiated by the District
Principal Engineer	_____	<input type="checkbox"/> Change Initiated by the Contractor
Executive Director of Engineering & Planning	_____	

NOTE: The documents supporting this Change Request, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Request shall not be considered as such until it has been signed by the Owner and the Contractor. Upon final approval, distribution of copies will be made as required.
 CHANGES: All workmanship and materials called for by this Request shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Request. The time for completing the contract will not be extended unless expressly provided for in this Request.

Appendix

CONTRACT CHANGE ORDER

IRVINE RANCH WATER DISTRICT
 15600 Sand Canyon Avenue
 P. O. Box 57000
 Irvine, California 92619-7000
 (949) 453-5300



C.O. No. _____
 Final _____
 Project No. _____

Project Title _____

Date: _____

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS \pm
TOTAL			

DAYS \pm

1. NET AMOUNT THIS CHANGE ORDER	=		
2. ORIGINAL CONTRACT AMOUNT	=		
3. TOTAL PREVIOUS CHANGE ORDER(S)	=		
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=		
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4)	=		

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

----- Dollars

_____ Date

_____ Contractor

_____ By:

SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
_____	_____	Department Director Approval Required <input type="checkbox"/> General Manager Approval Required <input type="checkbox"/> Committee Approval Required <input type="checkbox"/> Board Approval Required <input type="checkbox"/>
IRWD Engineer or Consulting Engineer	Date	
_____	_____	
Principal Engineer	Date	
_____	_____	By _____ Date _____
Executive Director of Engineering & Planning	Date	Purchase Order No. _____
_____	_____	
General Manager	Date	

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.

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IRVINE RANCH WATER DISTRICT

15600 Sand Canyon Ave., P.O. Box 57000, Irvine, CA 92619-7000 (949) 453-5300

CONTRACTOR: Insert Name
 Insert Address
 Insert Telephone Number

PROJECT:

PROJECT NO.:

P. O. NO.:

PROGRESS PAY REQUEST NO.:
FOR PERIOD ENDING:

DATE PREPARED:
CONTRACT START DATE:
CONTRACT EXPIRATION DATE:

CONTRACT SUMMARY

DAYS	CONTRACT AMOUNT	% COMPLETED	COMPLETED TO DATE
ORIGINAL CONTRACT			
CHANGE ORDERS			
TOTALS			
LESS 5% RETENTION			
LESS STOP PAYMENT NOTICES			
TOTAL DUE TO DATE			
LESS PREVIOUS PAYMENTS			
AMOUNT OF THIS PAYMENT			

 DATE

IRVINE RANCH WATER DISTRICT

 DATE

 Amount of Payment

 DATE

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Irvine Ranch Water District

Certificate of Substantial Completion

Project Title: _____

_____ Project No: _____

Contractor: _____

Contract Start (Award) Date: _____ Contract Time: _____

Contract Completion Date: _____

Date of Substantial Completion: _____

The work performed under this contract has been inspected by the District and its representatives, and is hereby accepted by the District as being substantially completed on the above date.

Substantial Completion is defined as meaning all work is complete except for minor corrections to work that has already been performed, and the date of substantial completion is the date when the this level of completion has been achieved, in accordance with the contract documents, as modified by any change orders.

A list of all of the items remaining to be corrected is appended hereto. All such work shall be corrected to the satisfaction of the District before final acceptance of the project, otherwise the Contractor does hereby waive any and all claims to all moneys retained by the District under the Contract to cover the value of all such uncorrected items.

The Contractor hereby accepts the above conditions of substantial completion:

Contractor's Authorized Representative

Date

Irvine Ranch Water District's Authorized Representative

Date

The following items or supplementary sheets listing such items remaining to be corrected are hereby made a part of this document by reference thereto:

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ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between IRVINE RANCH WATER DISTRICT whose address is 15600 Sand Canyon Avenue, Irvine, California 92618-3102 hereinafter called "DISTRICT," and _____ whose address is _____

_____ hereinafter called "Contractor" and _____ whose address is _____

_____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract entered into between DISTRICT and Contractor for _____ in the amount of _____ dated _____, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between DISTRICT and Contractor. Securities shall be held in the name of Irvine Ranch Water District, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created hereunder is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor, and Escrow Agent.

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(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven (7) days' written notice to the Escrow Agent from DISTRICT of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and Contractor pursuant to Sections (5) through (8), inclusive, of this agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

DISTRICT:

CONTRACTOR:

Order No. R8-2009-0045

NPDES No. CAG918002

GENERAL DEWATERING PERMIT
(Amends R8-2007-0041)

Order No. R8-2007-0041

NPDES No. CAG918002

GENERAL DEWATERING PERMIT

January 28, 2013
Prepared by: J. McGehee / R. Mori
Submitted by: K. Burton
Approved by: Paul Cook

CONSENT CALENDAR

SAND CANYON AVENUE GRADE SEPARATION VARIANCE

SUMMARY:

The Sand Canyon Grade Separation Project will realign and lower Sand Canyon Avenue below the railroad tracks between Burt Road and Laguna Canyon Road and widen Sand Canyon Avenue from four to six lanes. The project includes relocations and new installations of domestic water and sewer pipelines. The cost for this work will be shared with the City of Irvine (City) in accordance with the June 2010 Reimbursement Agreement between IRWD and the City. The Orange County Transportation Authority (OCTA), representing the City, has contracted with CC Meyers to construct the road improvements, railroad work, and pipeline relocations. Staff recommends that the Board authorize the General Manager to execute Variance No. 3 in the amount of \$84,000 with Tetra Tech, Inc. for additional construction management and support services for the IRWD Utility Relocations Project for the Sand Canyon Grade Separation.

BACKGROUND:

In order to alleviate traffic congestion and improve safety, the City is constructing an underpass to replace the existing at-grade railroad crossing on Sand Canyon Avenue between Burt Road and Laguna Canyon Road. Sand Canyon Avenue will be realigned and lowered approximately 20 feet below the railroad tracks and will include a temporary railroad shoofly system to divert railroad traffic during construction. Sand Canyon Avenue will also be widened from four to six lanes to match the road segments north and south of the project area. The project also includes construction of a storm water pump station and a storm drain from Marine Way to Laguna Canyon Road.

Several existing IRWD facilities will be affected by the Grade Separation Project, including a 16-inch domestic water pipeline in Sand Canyon Avenue, a 24-inch domestic water pipeline parallel to the railroad tracks in The Irvine Company property which serves East Irvine, and sanitary sewers serving Old Town Irvine and the OCTA and Irvine Unified School District yards north of the I-5 freeway.

Staff determined that several of these facilities were constructed before the expansion of Sand Canyon Avenue in the 1960s and, as a result, IRWD retained prior rights to the project. On June 10, 2010, the IRWD Board executed a reimbursement agreement with the City that describes the impacted IRWD facilities and the cost sharing arrangement between the City and IRWD for their relocation.

IRWD facilities installed to date as part of the project include approximately 1,000 feet of 24-inch steel pipeline, casing extensions for the sewer and 48-inch transmission mains beneath the existing railroad, three valve replacements on the 48-inch domestic water transmission main, a domestic water Zone 3-2 pressure reducing facility, and other appurtenances.

Variance No. 3 for Construction Management and Support Services:

Staff requested Tetra Tech, Inc., the design engineer for the IRWD Utility Relocation Project, to submit a variance request to provide additional construction management and support services through the duration of the project. Since construction began in March 2011, substantial effort has been required to coordinate with OCTA and the prime contractor, CC Meyers, Inc. Neither the prime contractor nor SRD Engineering, the subcontractor for the underground pipeline work, has performed previous work for the District. This lack of direct experience with the District has resulted in the need for significant effort on the part of Tetra Tech and staff to meet with the contractors and OCTA to review standard District construction practices, requirements, and expectations. Additional time beyond the initial scope of work has been spent reviewing several material re-submittals, coordinating shut-downs for pipeline tie-ins, discussing inspection requirements, negotiating change orders, and providing construction plan clarifications. As a result, the scope of work for construction management and support services has increased beyond that which was originally anticipated. In addition, the project completion date has been extended from January 2014 to July 2014.

Staff reviewed Variance No. 3 from Tetra Tech for additional construction management and support services and finds it to be acceptable given the remaining effort needed to complete the project. Variance No. 3, which summarizes Tetra Tech's scope of work and fee, is presented as Exhibit "A".

FISCAL IMPACTS:

Projects 11455 (1459) and 21455 (1152) are included in the FY 2012-13 Capital Budget. The existing budget and Expenditure Authorization are sufficient to fund Variance No. 3.

ENVIRONMENTAL COMPLIANCE:

Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) Procedures and Article 18 of the State of California CEQA Guidelines, the proposed project has been found to be exempt from the requirements of CEQA, Section 15282(g) which states that any railroad grade separation which eliminates an existing crossing is a Statutory Exemption as set forth in Section 21080.13 of the Public Resources Code.

Caltrans and the Federal Highway Administration have evaluated and approved the proposed project and environmental documents required for National Environmental Protection Act (NEPA) compliance. Both agencies have determined the project meets the Categorical Exclusion determination in compliance with NEPA guidelines.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on January 17, 2013.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 3 IN THE AMOUNT OF \$84,000 WITH TETRA TECH, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND SUPPORT SERVICES FOR THE IRWD UTILITY RELOCATIONS PROJECT FOR THE SAND CANYON GRADE SEPARATION, PROJECTS 11455 (1459) AND 21455 (1152).

LIST OF EXHIBITS:

Exhibit "A" – Variance No. 3 for Tetra Tech

EXHIBIT "A"



TETRA TECH

December 17, 2012

Mr. Joseph McGehee
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618

**Reference: IRWD Pipeline Relocations for Sand Canyon Grade Separation
PO# 121005 and PO# 503411, Project No. 11455, 21455, and 30366
Variance No. 3**

Dear Mr. McGehee:

Tetra Tech has been working with the District on the Sand Canyon Grade Separation Project since July 2009 under Purchase Order (PO) No. 121005 and PO No. 503411. Our original approved budget for this project was \$250,000, which included construction support services. By Variance No. 1, our approved budget was increased to \$279,500 in order to allow Tetra Tech to prepare traffic control plans as part of our design. By Variance No. 2, our approved budget was increased to \$564,500 to include the design of the recycled water pipeline and additional engineering construction support. We have been providing construction support services since March 2011.

As the District is well aware, Tetra Tech has been required to expend substantial more effort than planned in providing the construction support services. This additional effort is primarily due to the contract logistics with OCTA, City of Irvine, CC Myers, SRD and IRWD, and SRD's lack of experience with working with IRWD and pressurized pipeline systems. Specifically, this has resulted in Tetra Tech having to expend substantial more effort in the following tasks: processing change orders with OCTA; attending meetings with OCTA; shop drawing review; and change order assistance.

It should be noted that Tetra Tech does not control the amount of submittals, RFIs or such that were submitted by the Contractor. In addition, Tetra Tech does not control the adequacy of the submittals prepared by the Contractor or the level of additional information required by the Contractor. In summary, Tetra Tech has been performing the construction support services on a Time and Material Basis and providing the effort and labor needed to assure CC Meyers and SRD are adequately prepared to perform work on IRWD Facilities to IRWD Standards.

We have used the majority of our approved budget performing the support services to date. Contract logistics, construction management, and communication protocol have been developed and streamlined since the beginning of the project and, therefore, should go smoother from now on.

By this correspondence, we are requesting a variance to increase our budget to compensate us for the additional services and to make sure we have sufficient budget to complete the construction support services for the duration of the proposed Grade Separation Project construction, which has been extended an additional two months (from January 2014 to July 2014).

SUMMARY OF EXISTING CONSTRUCTION SUPPORT SERVICES

The following is a summary of the construction support services that were included within the original approved budget and Variance No. 2:

<i>Scope of Work</i>	<i>Budgeted Hours</i>						<i>Budget</i>
	<i>PM</i>	<i>MBF</i>	<i>PE</i>	<i>DE</i>	<i>CAD</i>	<i>WP</i>	
District Agent (Mike Fakhar)	0	800	0	0	0	0	\$132,000
District Agent (TT Support)	20	0	0	0	0	20	\$ 7,700
Design Meetings (20 meetings)	12	0	36	0	0	0	\$ 8,900
RFIs (40)	8	0	54	0	40	0	\$ 15,900
Plan changes (100 hours)	0	0	12	20	68	0	\$ 13,304
Site Visits (15)	8	0	22	0	0	0	\$ 5,600
Shop Drawings (50)	4	0	66	50	16	8	\$ 21,020
Contingency Office Services	18	0	207	54	80	24	\$ 60,000
Change Orders (10)	20	0	60	0	0	10	\$ 16,300
Record Drawings	0	0	0	2	20	2	\$ 4,276
Total	90	800	457	124	204	62	\$285,000

CONSTRUCTION SUPPORT SERVICES PERFORMED TO DATE

The following is a summary of the construction support services performed to date:

<i>Quantities</i>	<i>Design Meetings</i>	<i>RFIs</i>	<i>Site Visits</i>	<i>Shop Drawings</i>	<i>Change Orders</i>
Budget	20	40	15	50	10
To Date	20	7	6	55	9

The following is a summary of the hours expended since performing construction support services:

<i>Hours</i>	<i>PM</i>	<i>MBF</i>	<i>PE</i>	<i>DE</i>	<i>CADD</i>	<i>WP</i>
Budget	90	800	457	124	204	62
To Date	163	640	790	85	36	8

As can be seen in the above summaries, while the scope of work has not been exceeded (other than shop drawings), the level of effort has been much more than we had anticipated.

ADDITIONAL CONSTRUCTION SUPPORT SERVICES

The following is a summary of the specific additional items of work that were not budgeted for in our construction support services included in our original budget and as increased by Variance No. 2:

Item No. 1: Assist with Processing Recycled Water Change Order with OCTA

Tetra Tech assisted the District in processing the change order for the recycled water pipeline with OCTA for almost one year. We have attended over five meetings with OCTA to discuss this work. We

have reviewed four (4) different versions of this change order for this work and also reviewed OCTA's independent review of this change order. Variance No. 2 included a budget of \$6,100 (a total of 35 hours of labor) for this work. To date, not including the time spent by Michael Fakhar, Tetra Tech has spent over 100 hours on this task. We are requesting a variance for the additional hours which will increase the budget for this item by **\$13,400**.

Item No. 2: Acting as District's Agent and Construction Project Meetings

Mr. Fakhar has been acting as the District's main point of contact with OCTA, the City of Irvine and the Grade Separation Contractor. In addition, Mr. Fakhar has been attending the OCTA/Contractor's construction project meetings as necessary and/or requested by the District. To date, Mr. Fakhar has expended 640 hours. This leaves only 160 hours remaining in his budget. Currently, the construction will be completed in July 2014, which is an extension of two (2) months. Based on our best estimate of the construction activities, we have assumed the following hours will be necessary for Mr. Fakhar until the end of construction (July 2014); 12 months of general construction – two hours per month; and 8 months of IRWD Facilities construction at 6 hours per week. Based on the above assumptions, the budget for his hours should be about 220 hours. This is an additional 60 hours above the hours currently remaining in the budget. We are requesting a variance for the additional 60 hours which will increase the budget for this item by **\$9,900**.

Item No. 3: Project Meetings (Attendance by Design Engineer)

Our original proposal assumed that the Design Team would need to attend about 20 meetings with OCTA, City and/or the District to discuss design issues. The budget for these meetings was \$8,900. To date, the design team has attended a total of 20 meetings. We anticipate that we may be required to attend an additional 10 meetings during the remaining construction duration, for a total of 30 meetings. We are requesting a variance for the additional 10 meetings, which will increase the budget for this item by **\$6,600**.

Item No. 4: Additional Shop Drawing Effort

Our original proposal included the review of 50 shop drawing submittals at a budget of \$14,420. By Variance No. 2, the budget was increased by \$6,600 due to the complexity of these shop drawings and the quantity of second submittals. To date, Tetra Tech has reviewed 55 shop drawings and we anticipate an additional 10 shop drawings that may require our review. In addition, due to SRD's lack of experience and pipeline background, Tetra Tech has had to expend additional effort to explain and provide further comments on the review submittals than originally anticipated. We are requesting a variance for the effort to review the additional 15. We are requesting an increase in the budget for this item by **\$20,100**.

Item No. 5: Additional Change Order Support

By Variance No. 2, Tetra Tech was to review a total of 10 Change Order Requests at a budget of \$16,300 (not including Mike Fakhar's hours). To date, Tetra Tech has reviewed nine (9) change orders: recycled water pipeline (four versions); t-lock PVC liner (three versions); 26-inch casing upsize (three versions); grout filling of 66-inch casing; tapping sleeve; force account; 18-inch valve replacement (two versions); Zone 3 PRV Piping Changes; and 12-inch Sewer repair within casing. Item No. 1 above, covered the recycled water pipeline change order. Per Variance No. 2, we had assumed on an average of about nine (9) hours per change order request. To date, we have expended about eight (8) hours per each version/submittal of the above change orders (a total of 13 change order

Mr. Joseph McGehee
December 17, 2012
Page 4

submittals/versions). In addition, we anticipate an additional 10 change orders will require our review during the remaining construction duration. We are requesting a variance for the additional effort required to review the multi-versions of the prior change orders as well as the additional change orders that we anticipate will come. We are requesting an increase in the budget for this item by **\$19,000**.

Item No. 6: Coordination and General Assistance

Tetra Tech will continue to coordinate the IRWD pipeline relocation work with representatives from OCTA, City of Irvine, RBF and OCTA's Construction Manager. This will include attendance at meetings, as requested by the District, phone correspondence to resolve issues, review changes to the street, storm drain and utility plans to determine the impact, if any, to the IRWD facilities, and any other issues/conflicts that arise during the construction of the Grade Separation Project. We will also provide general assistance to the District's field representative, and the District's Project Manager to answer questions, resolve conflicts, assist with project coordination, and provide direction and/or advise with field changes throughout the project. We are requesting an increase in the budget for this item by **\$15,000**.

SUMMARY

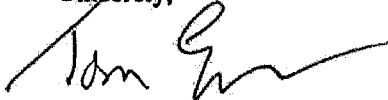
Tetra Tech is requesting the District to authorize the above additional scope of work items.

Item No.	Description of the Work	Requested Budget
Additional Services		
1	Assist with Processing RW Change Order with OCTA	\$13,400
2	Acting as District's Agent & Construction Meetings	\$ 9,900
3	Project Meetings (Attendance by Design Engineer)	\$ 6,600
4	Additional Shop Drawing Effort	\$20,100
5	Additional Change Order Support	\$19,000
6	Coordination and General Assistance	<u>\$15,000</u>
Total Requested Amount		\$84,000

Acceptance by the District of Requested Variance No. 3 will increase our approved budget from \$564,500 to **\$648,500**.

Attached herewith are the Professional Services Variance and Register.

Sincerely,



Tom Epperson, P.E.
Project Manager

TLE/cg
P:\09368-09003\Wordpro\Letters\lt008-VarianceNo.3(100)
Attachments

**Irvine Ranch Water District
IRWD Pipeline Relocations for Sand Canyon Grade Separation
Variance No. 3**

Fee Summary

Task Description	Fees										TOTALS	
	Project Manager	Michael Fakhar	Mike Tsot	Crista Estrada	Laurence Esqueria	CADD	WF	Total Hours	Labor	Sub-Contractors Re-imbursables		
Variance No. 3												
1 Processing RW CO with OCTA	12	0	60	0	0	0	4	76	\$13,340	\$60		\$13,400
2 Acting as District's Agent & Construction	0	60	0	0	0	0	0	60	\$9,900	\$0		\$9,900
3 Project Meetings (Design Engineer) (10)	12	0	20	0	0	0	0	32	\$6,560	\$40		\$6,600
4 Additional Stop Drawing Effort (15)	8	0	64	0	30	15	6	125	\$19,960	\$140		\$20,100
5 Additional Change Order (additional 10)	20	0	80	0	0	0	6	106	\$18,970	\$30		\$19,000
6 Coordination and General Assistance	10	0	76	0	0	0	0	86	\$14,950	\$40		\$15,000
Subtotal	62	60	300	0	30	15	16	465	\$78,890	\$310		\$84,000
Total	62	60	300	0	30	15	16	465	\$78,890	\$310		\$84,000

IRVINE RANCH WATER DISTRICT PROFESSIONAL SERVICES VARIANCE

Project Title: IRWD Pipeline Relocations for Sand Canyon Grade Separation File No.: 11455
 Date: December 17, 2012
 Variance No.: 3
 Project No.: 11455 and 21455 and 30366 Project No. 11455 and 21455 and 30366
 Purchase Order No.: 121005 and 503411

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

Description of Variance (*attach any back-up material*): Additional construction support services for the duration of the Proposed Grade Separation Project construction, including the two month extension. The additional service request is summarized in the attached December 17, 2012 correspondence prepared by Tetra Tech.

Engineering & Management Cost Impact:

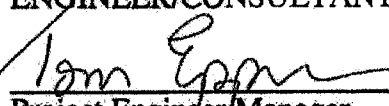
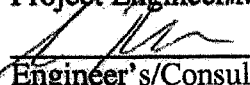
Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Subcon. \$	Total \$
Senior Project Manager	62	\$280	\$ 17,360			\$ 17,360
Michael Fakhar	60	\$165			\$ 9,900	\$ 9,900
Project Engineer (Mike Tsoi)	300	\$160	\$ 48,000			\$ 48,000
Project Engineer (Laurence Esguerra)	30	\$160	\$ 4,800			\$ 4,800
CADD	15	\$128	\$ 1,920			\$ 1,920
Word Processor	18	\$95	\$ 1,710			\$ 1,710
Direct Costs (reprographics, mileage)				\$ 310		\$ 310
Total \$ =						\$ 84,000

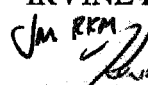
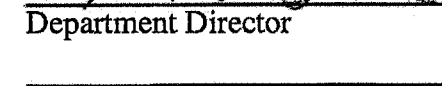
Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule
	NA	NA	NA	

Required Approval Determination:

Total Original Contract	\$ <u>250,000</u>	<input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000.
Previous Variances	\$ <u>314,500</u>	<input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000.
This Variance	\$ <u>84,000</u>	
Total Sum of Variances	\$ <u>398,500</u>	<input checked="" type="checkbox"/> Board: Single Variance greater than \$60,000.
New Contract Amount	\$ <u>648,500</u>	
Percentage of Total Variances to Original Contract	<u>159.4%</u>	<input type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.

ENGINEER/CONSULTANT: Tetra Tech, Inc.
 Company Name

 Project Engineer/Manager
 Date 12/17/12

 Engineer's/Consultant's Management
 Date 12/17/12

IRVINE RANCH WATER DISTRICT

 Department Director
 Date 1/2/13

 General Manager/Comm./Board
 Date _____

January 28, 2013

Prepared by: K. Lew/M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook

CONSENT CALENDAR

PLANNING AREA 9B (STONEGATE) PHASE 3 BUDGET, EXPENDITURE AUTHORIZATION, AND CHANGE ORDER

SUMMARY:

Irvine Community Development Company (ICDC) is proceeding with Planning Area 9B (Stonegate) development including the Phase 3 Backbone Street Improvements. As part of the Phase 3 development project, ICDC will design and construct IRWD's recycled water capital facilities under a Supplemental Reimbursement Agreement. Staff recommends that the Board:

- Authorize the addition of Project 30390 to the FY 12-13 Capital Budget in the amount of \$854,700;
- Approve an Expenditure Authorization for Project 30390 in the amount of \$854,700; and
- Approve a design change order in the amount of \$31,372 to ICDC for the Planning Area 9B (Stonegate) Recycled Water and Syphon Lateral Pipeline Phase 3 project.

BACKGROUND:

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

A Supplemental Reimbursement Agreement was previously approved on February 2, 2003 for all IRWD capital facilities within Planning Area 9. All required IRWD capital improvements are documented in the Planning Area 9B and 9C Sub-Area Master Plan Updates, dated March 2010 and April 2012, prepared by Stantec. The improvements are shown in Exhibit "A".

Phase 3 Backbone Facilities include construction of approximately 1,200 lineal feet of 36-inch Syphon Lateral pipeline and 1,200 lineal feet of 6-inch recycled water pipeline. ICDC selected Hunsaker to complete the Phase 3 design plans in the amount of \$31,372 as a change order to the Phase 2 design contract and staff concurs with the selection. On September 27, 2012, ICDC received four bids and the low bidder for the IRWD work was Boudreau Pipeline (Boudreau) with a bid of \$582,216; the engineer's estimate was \$417,525. Hunsaker's engineer's estimate was based on previous phases of the work and underestimated the costs for most of the bid items, especially the pipeline and temporary pipeline installation costs. The Bid Summary is shown as Exhibit "B". ICDC requested IRWD's concurrence of awarding the contract to Boudreau. Boudreau's bid had no irregularities and staff concurs with ICDC's recommendation to award the construction contract to Boudreau. ICDC also received proposals from Hunsaker, Kling, VA Consulting, and LSA Associates for construction support services and staff concurs with the selections.

Consent Calendar: Planning Area 9B (Stonegate) Phase 3 Budget, Expenditure Authorization, and Change Order

January 28, 2013

Page 2

A summary of the Stonegate Phase 3 Backbone costs is shown below:

Design Engineering (Hunsaker)	\$ 31,372.00
Construction (Boudreau)	\$582,216.00
Construction Engineering (Hunsaker)	\$ 7,500.00
Construction Geotechnical (Kling)	\$ 2,492.00
Construction Staking (VA Consulting)	\$ 2,185.00
Archeo/Paleo (LSA Associates)	\$ 900.00
ICDC Administration Fee (1%)	\$ 5,822.16
	<u>\$632,487.16</u>

FISCAL IMPACTS:

Staff requests the addition of Project 30390 (4228) to the FY 2012-13 Capital Budget. Approval of an Expenditure Authorization is requested in the amount shown in the table below and in Exhibit "C".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
30390 (4228)	\$-0-	\$854,700	\$854,700	\$-0-	\$854,700	\$854,700

ENVIRONMENTAL COMPLIANCE:

The construction of the capital facilities for Planning Area 9B is subject to the California Environmental Quality Act (CEQA) and in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7, an Environmental Impact Report, SCH #2001051010, was certified by the lead agency, the City of Irvine, for this project on March 25, 2002.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on January 17, 2013.

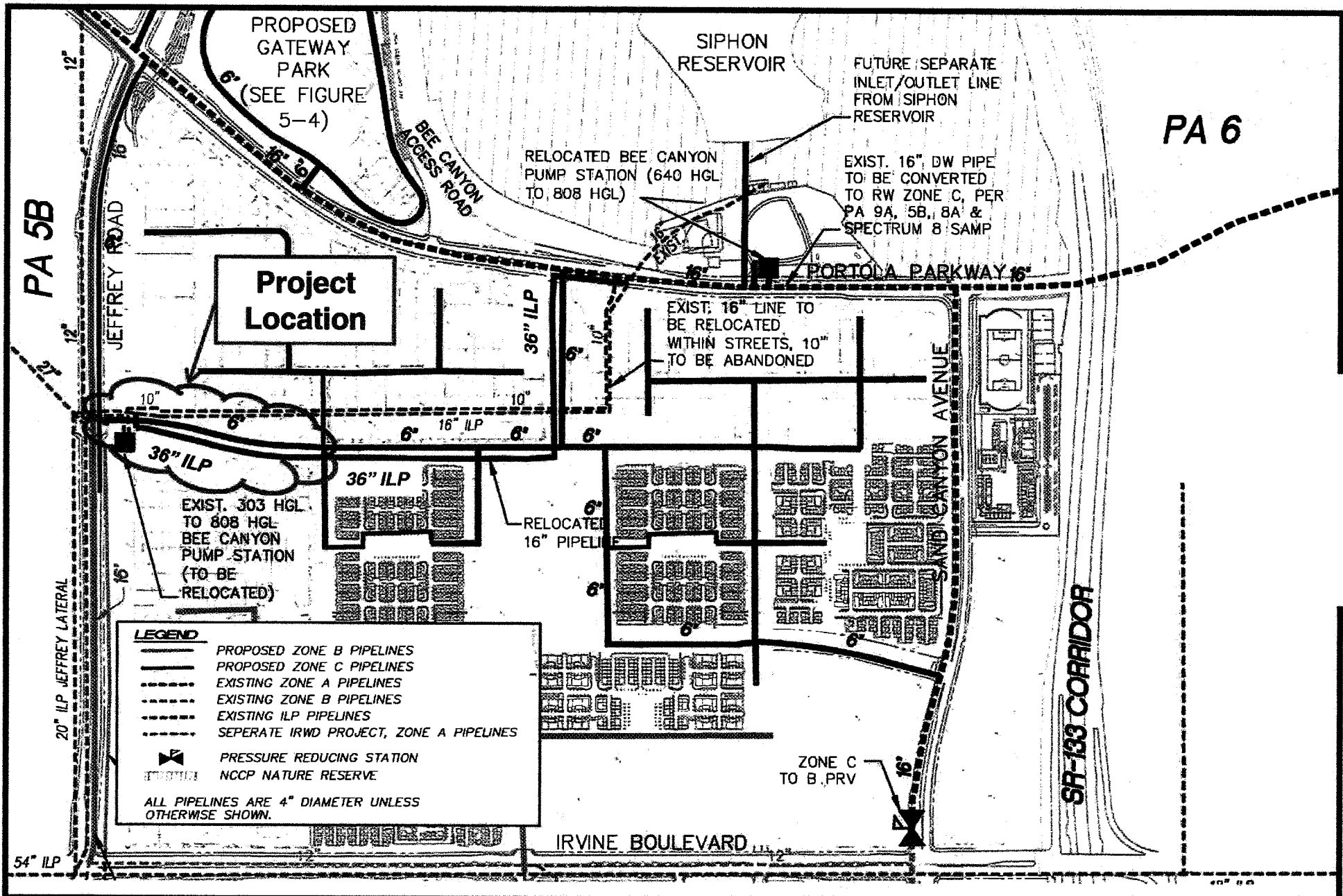
RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE ADDITION OF PROJECT 30390 (4228) TO THE FY 2012-13 CAPITAL BUDGET IN THE AMOUNT OF \$854,700; APPROVE AN EXPENDITURE AUTHORIZATION FOR PROJECT 30390 (4228) IN THE AMOUNT OF \$854,700; AND APPROVE A DESIGN CHANGE ORDER IN THE AMOUNT OF \$31,372 TO ICDC FOR THE PLANNING AREA 9B (STONEGATE) RECYCLED WATER AND SYPHON LATERAL PIPELINE PHASE 3 PROJECT.

LIST OF EXHIBITS:

- Exhibit "A" – Project Location Map
- Exhibit "B" – Stonegate RW and Syphon Lateral Pipeline Phase 3 Bid Summary
- Exhibit "C" – Expenditure Authorization

PA 6



LEGEND

- PROPOSED ZONE B PIPELINES
- PROPOSED ZONE C PIPELINES
- EXISTING ZONE A PIPELINES
- EXISTING ZONE B PIPELINES
- EXISTING ILP PIPELINES
- SEPERATE IRWD PROJECT, ZONE A PIPELINES
- ⊗ PRESSURE REDUCING STATION
- ▨ NCCP NATURE RESERVE

ALL PIPELINES ARE 4" DIAMETER UNLESS OTHERWISE SHOWN.



PLANNING AREA 9B
NON-POTABLE WATER

EXHIBIT "A"

EXHIBIT "B"

PRE-BID MEETING DATE: August 7, 2012
 BID OPENING DATE: September 27, 2012
 WITNESSED BY: ATTENDEES

BID SUMMARY
STONEGATE (PA 88)
REMAINDER OF ENCORE STREET IMPROVEMENTS
WET UTILITIES - CONTRACT "B"
IRWD CAPITAL FACILITIES

LINEAL FEET OF PROJECT: 1,300
 TASK PG ID: LD-0092.ST.28.cn01
 BID PACKAGE NO: B00048

	IRWD 3RD BIDDER	IRWD LOW BIDDER	IRWD 2ND BIDDER	IRWD 4TH BIDDER
ENGINEER'S ESTIMATE	LOW BIDDER	2ND BIDDER	3RD BIDDER	4TH BIDDER
HUNBAKER	FYDAQ	BOUDREAU PIPELINE	L&S CONSTRUCTION	KEC ENGINEERING

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
III. IRWD CAPITAL												
These items may or may not be part of the Contract												
N. GENERAL - IRWD CAPITAL ITEMS												
96. MOBILIZATION (NOT TO EXCEED 2% OF CONTRACT PRICE OF SECTIONS N-O) PAYMENT AND PERFORMANCE BONDS - (SECTIONS N-O)	1	LS	10,800.00	10,800.00	3,000.00	3,000.00	6,900.00	6,900.00	13,000.00	13,000.00	6,000.00	6,000.00
97. DEVELOP CONSTRUCTION WATER (SECTIONS N-O)	1	LS	6,400.00	6,400.00	8,736.00	8,736.00	9,500.00	9,500.00	12,000.00	12,000.00	7,500.00	7,500.00
98. TRAFFIC CONTROL (SECTIONS N-O)	1	LS	4,050.00	4,050.00	1,500.00	1,500.00	2,300.00	2,300.00	550.00	550.00	9,500.00	9,500.00
99. PREMIUM TO HOLD PRICES FOR 95 CALENDAR DAYS (SECTIONS N-O)	1	LS	4,050.00	4,050.00	0.00	0.00	0.00	0.00	1,300.00	1,300.00	1,000.00	1,000.00
100. PREMIUM TO HOLD PRICES FOR 95 CALENDAR DAYS (SECTIONS N-O)	1	LS	6,400.00	6,400.00	2,500.00	2,500.00	23,000.00	23,000.00	47,500.00	47,500.00	24,000.00	24,000.00
O. RECLAIMED WATER CAPITAL IMPROVEMENTS												
101. INSTALL 36" CML&CSP, MIN THK 0.25", 36 KSI, 250 PSI WORKING PRESSURE, W/ TRENCH SECTION & TRENCH PER IRWD STD DWG W-17. CONSTRUCT CML&C JOINTS PER IRWD STD DWG W-20. BOND PIPE JOINTS PER STD DWGS CP-8, CP-9, AND CP10. WELD ALL CML&CSP JOINTS.	1,205	LF	225.00	271,125.00	425.00	512,125.00	240.00	288,200.00	290.00	349,450.00	410.00	494,050.00
102. INSTALL 2 WIRE CP TEST STATION PER IRWD STD. PLAN No. CP-1	4	EA	800.00	3,200.00	1,200.00	4,800.00	1,050.00	4,200.00	2,100.00	8,400.00	2,900.00	11,600.00
103. REMOVE TEMPORARY BLOW-OFF AND BULKHEAD AND JOIN EXIST RECYCLED WATER LINE	2	EA	2,500.00	5,000.00	1,500.00	3,000.00	12,000.00	24,000.00	6,900.00	13,200.00	4,300.00	8,600.00
104. INSTALL 36" CLASS 250B BUTTERFLY VALVE AND VALVE BOX PER IRWD STD. PLAN No. W-22	1	EA	16,000.00	16,000.00	25,000.00	25,000.00	28,000.00	28,000.00	30,000.00	30,000.00	23,000.00	23,000.00
105. INSTALL 8" PURPLE AWWA C800 PVC CLASS 305 RECYCLED WATER LINE, W/ TRENCH SECTION & TRENCH PER IRWD STD No. W-17	1,188	LF	20.00	23,960.00	25.00	29,850.00	27.00	32,346.00	28.00	33,544.00	65.00	77,870.00
106. INSTALL TEMPORARY FLUSH-OUT PER IRWD STD. PLAN No. W-13	1	EA	1,600.00	1,600.00	1,500.00	1,500.00	2,400.00	2,400.00	1,500.00	1,500.00	5,800.00	5,800.00
107. REMOVE TEMPORARY BLOW-OFF AND JOIN EXIST.	1	EA	1,000.00	1,000.00	1,500.00	1,500.00	2,000.00	2,000.00	2,500.00	2,500.00	5,300.00	5,300.00
108. ADJUST VALVE CAP TO BASE PAVE GRADE	1	EA	400.00	400.00	325.00	325.00	370.00	370.00	375.00	375.00	640.00	640.00
109. ADJUST VALVE CAP TO FINAL GRADE	1	EA	200.00	200.00	325.00	325.00	400.00	400.00	325.00	325.00	2,000.00	2,000.00
110. INSTALL 1" AIR/VAC PER IRWD STD. PLAN No. W-11	1	EA	2,500.00	2,500.00	3,000.00	3,000.00	2,800.00	2,800.00	3,150.00	3,150.00	8,400.00	8,400.00
111. INSTALL 2" AIR/VAC PER IRWD STD. PLAN No. W-11	2	EA	3,000.00	6,000.00	4,000.00	8,000.00	6,700.00	11,400.00	5,000.00	10,000.00	10,000.00	20,000.00
112. INSTALL 24" HDPE, DR 7.3, CL 265, PIPE LINE (BURY PIPE W/ 1-FT MIN COVER)	288	LF	80.00	21,440.00	100.00	28,800.00	200.00	57,600.00	200.00	57,600.00	150.00	43,200.00
113. INSTALL 24" 90" HDPE, DR 7.3, CL 265, BEND W/ THRUST BLOCK PER IRWD STD DWG No. W-18	2	EA	750.00	1,500.00	3,500.00	7,000.00	2,400.00	4,800.00	2,900.00	5,800.00	2,800.00	5,600.00
114. INSTALL 36" CML&C TO 24" HDPE ADAPTER ASSEMBLY (INCLUDING 36"x36"x24" TEE, BLIND FLANGE, 90" DI BEND, HDPE FLANGE ADAPTER W/ DI BACK-UP RING, THRUST BLOCKS, ETC.)	2	EA	15,000.00	30,000.00	15,000.00	30,000.00	23,000.00	46,000.00	25,000.00	50,000.00	15,000.00	30,000.00
115. SHUTDOWN, DRAIN, REMOVE AND SALVAGE TO OWNER'S YARD 24" HDPE PIPE AND FITTINGS, INSTALL BLIND FLANGE ON 24" DIAMETER OPENINGS, REMOVE BLIND FLANGE IB 36" DIAMETER OPENINGS, AND CONNECT 36" CML&C TO OPENINGS	1	LS	4,000.00	4,000.00	10,000.00	10,000.00	39,000.00	39,000.00	15,000.00	15,000.00	13,000.00	13,000.00
TOTAL IRWD CAPITAL BID PRICE (SECTIONS N-O)				417,825.00		679,061.00		882,216.00		651,194.00		782,060.00

IRVINE RANCH WATER DISTF

Expenditure Authorization

Project Name: PA 9B RW AND SYPHON LATERAL PIPELINE, PHASE 3
 EPMS Project No: 30390 EA No: 1
 Oracle Project No: 4228
 Project Manager: CORTEZ, MALCOLM
 Project Engineer: LEW, KELLY
 Request Date: December 28, 2012

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

Improvement District (ID) Allocations

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

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$854,700
Total EA Requests:	\$854,700
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$854,700
Updated Budget:	\$854,700
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	15,000	0	15,000	15,000	0	15,000	8/12	1/13
ENGINEERING DESIGN - OUTSIDE	60,000	0	60,000	60,000	0	60,000	8/12	1/13
DESIGN STAFF FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	8/12	1/13
ENGINEERING - CA&I IRWD	30,000	0	30,000	30,000	0	30,000	2/13	9/13
ENGINEERING - CA&I OUTSIDE	40,000	0	40,000	40,000	0	40,000	2/13	9/13
CONSTRUCTION FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	2/13	9/13
CONSTRUCTION	620,000	0	620,000	620,000	0	620,000	2/13	9/13
LEGAL	2,000	0	2,000	2,000	0	2,000	8/12	9/13
Contingency - 10.00% Subtotal	\$77,700	\$0	\$77,700	\$77,700	\$0	\$77,700		
Subtotal (Direct Costs)	\$854,700	\$0	\$854,700	\$854,700	\$0	\$854,700		
Estimated G/A - 180.00% of direct labor*	\$99,000	\$0	\$99,000	\$99,000	\$0	\$99,000		
Total	\$953,700	\$0	\$953,700	\$953,700	\$0	\$953,700		
Direct Labor	\$55,000	\$0	\$55,000	\$55,000	\$0	\$55,000		

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

EA Originator: Kelly Lew 1/2/12
 Department Director: Ravin L. Burton 1/3/13
 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 \$973,000. 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.

65
January 28, 2013
Prepared by: S. Malloy
Submitted by: K. Burton *KLB*
Approved by: Paul Cook */Cook*

CONSENT CALENDAR

MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES VARIANCE NO. 4

SUMMARY:

The Michelson Water Recycling Plant (MWRP) Phase 2 Expansion and Flood Protection Improvements are currently being constructed by J. R. Filanc Construction Company (Filanc). Staff recommends that the Board authorize the General Manager to execute Variance No. 4, in the amount of \$185,503, with ARCADIS-US for additional construction management and inspection services for the MWRP Phase 2 Expansion and Flood Protection Improvements.

BACKGROUND:

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

Variance No. 4 with ARCADIS-US:

ARCADIS-US has been providing construction management and inspection services for the MWRP Phase 2 Expansion project since September 2009. ARCADIS-US has been a key member of the construction team for the project.

The ARCADIS-US construction management services include:

- (1) review change requests;
- (2) negotiate change orders with the Contractor;
- (3) prepare change requests and change orders for approval;
- (4) review and negotiate monthly progress payments;
- (5) review project financials;
- (6) prepare internal and external communications;
- (7) prepare the biweekly, monthly, and quarterly reports;
- (8) coordinate work between the MWRP construction management team, IRWD staff, contractors, outside consultants, and agencies;
- (9) review Contractor's monthly project schedule;
- (10) maintain the document control system;
- (11) perform other tasks, such as maintaining the project's correction (punch) list and spare parts list; and

- (12) perform construction management on other MWRP project-related construction activities, such as painting of existing MWRP facilities, installation of guardrail around the flow equalization basins and miscellaneous improvements, and landscaping.

The ARCADIS-US inspection services include:

- (1) headworks;
- (2) flow equalization basins;
- (3) alum storage facility;
- (4) central electrical building;
- (5) MPS-2 electrical building;
- (6) North Influent Interceptor;
- (7) flood protection improvements; and
- (8) biosolids piping and conduits.

The original ARCADIS-US contract and Variances Nos. 1 and 2 had funding authorization through February 2012. Variance No. 3's authorization is sufficient through early February 2013. The anticipated construction completion for Phase 2 Expansion is June 15, 2013. Variance No. 4 with ARCADIS-US, in the amount of \$185,503, which is attached as Exhibit "B", is for additional construction management through the anticipated completion of the Phase 2 Expansion, and for additional inspection services through March 2013, when the remaining work on areas listed above are anticipated to be completed. Variance No. 4 also includes time for the inspector to review the contractor's redlines at the end of the project. The construction management and inspection services as reflected in Variance No. 4 are not full time as the level of effort is coordinated with other anticipated work to be performed by ARCADIS-US for IRWD and other clients.

FISCAL IMPACTS:

The MWRP Phase 2 Expansion, Projects 20214 (1599) and 30214 (1706), are included in the FY 2012-13 Capital Budget. The existing budget and Expenditure Authorization are sufficient to fund Variance No. 4.

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on January 17, 2013.

RECOMMENDATION:

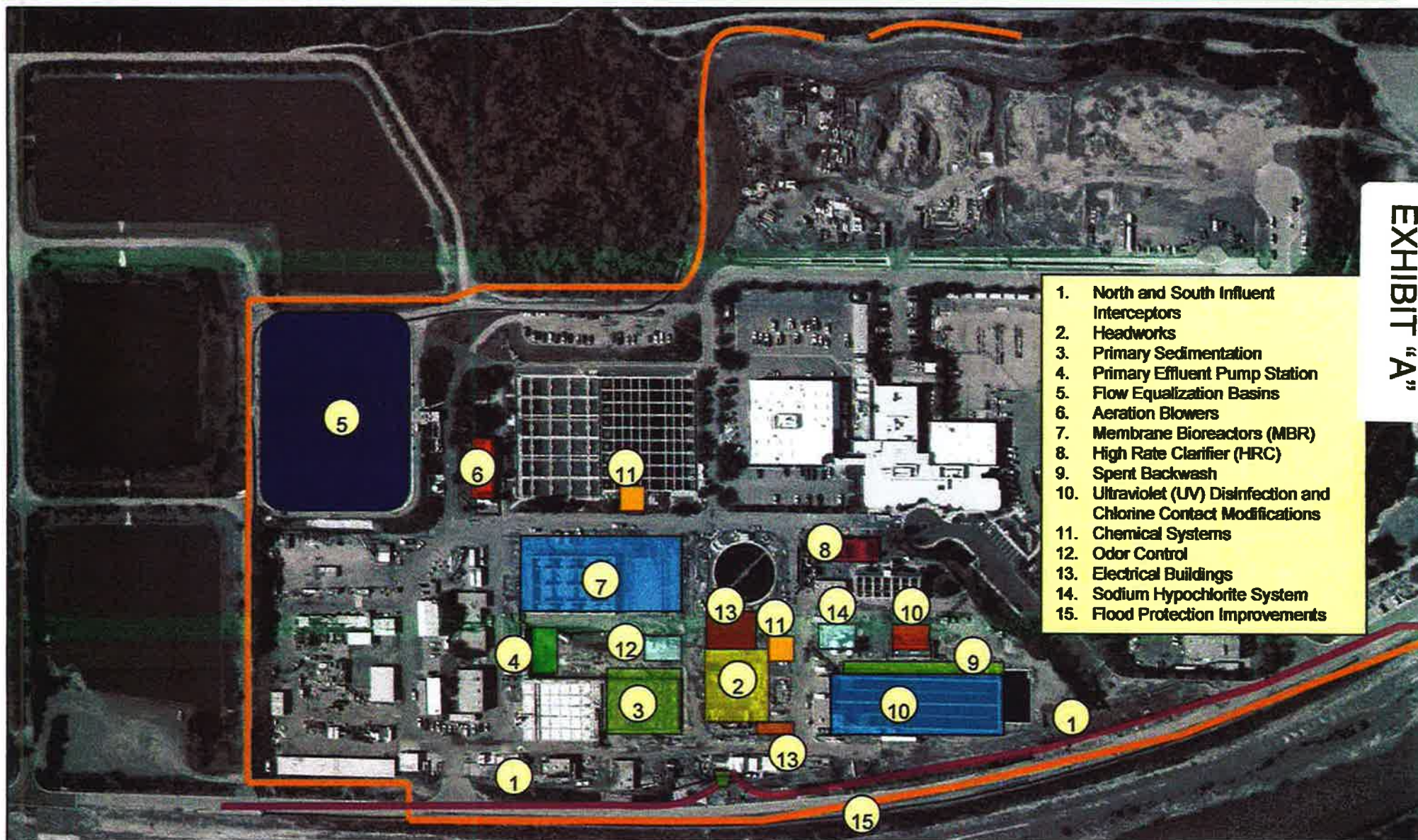
THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 4, IN THE AMOUNT OF \$185,503, WITH ARCADIS-US FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE MWRP PHASE 2 EXPANSION, PROJECTS 20214 (1599) AND 30214 (1706).

LIST OF EXHIBITS:

Exhibit "A" – Location Map
Exhibit "B" – Variance No. 4 – ARCADIS-US



Overview of MWRP Phase 2 Expansion



IRVINE RANCH WATER DISTRICT EXHIBIT "B" VARIANCE
PROFESSIONAL SERVICES

&
 Project Title: MWRP Phase 2 Expansion & Flood Protection Improvements Construction Management and Inspection Services

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

Date: January 7, 2013

Purchase Order No.: 501694 (Oracle) Variance No.: 4

Originator: IRWD ENGINEER/CONSULTANT Other (Explain) _____

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

Provide supplemental construction management and inspection services for MWRP Phase 2 Expansion and Flood Protection Improvements

Engineering & Management Cost Impact:

Classification	Manhours	Billing Rate	Labor \$	Direct Costs	Sub on. \$	Total \$
Sr. Construction Inspector	352	\$141.61	\$49,850	\$1994		\$51,844
Sr. Construction Inspector - OT	52.8	\$212.42	\$11,216	\$449		\$11,665
Sr. Construction Inspector	88	\$145.16	\$12,774	\$511		\$13,285
Sr. Resident Engineer	282	\$175.00	\$49,280	\$1971		\$51,251
Sr. Resident Engineer	308	\$179.00	\$55,248	\$2210		\$57,458
					Total \$ =	\$185,503

Schedule Impact:

Task No.	Task Description	Original Schedule	Schedule Variance	New Schedule
	Construction Management and Inspection	January 31, 2013	+ 4.5 months	June 15, 2013

Required Approval Determination:

Total Original Contract	<u>\$1,684,108.19</u>	<input type="checkbox"/> General Manager: Single Variance less than or equal to \$30,000.
Previous Variances	<u>\$855,781.64</u>	<input type="checkbox"/> Committee: Single Variance greater than \$30,000, and less than or equal to \$60,000.
This Variance	<u>\$185,503.00</u>	<input type="checkbox"/> Board: Single Variance greater than \$60,000.
Total Sum of Variances	<u>\$1,041,284.64</u>	<input checked="" type="checkbox"/> Board: Cumulative total of Variances greater than \$60,000, or 30% of the original contract, whichever is higher.
New Contract Amount	<u>\$2,725,392.83</u>	
Percentage of Total Variances to Original Contract	<u>61.8</u> %	

ENGINEER/CONSULTANT: ARCADIS-US

IRVINE RANCH WATER DISTRICT

Company Name

[Signature] 1/7/2013
 Project Engineer/Manager Date

[Signature] 1/10/13
 Department Director Date

[Signature] 1/7/2013
 Engineer's/Consultant's Management Date

B-1

Manager/Comm./Board Date

IRVINE RANCH WATER DISTRICT

PROFESSIONAL SERVICES VARIANCE REGISTER


Project Title: MWRP Phase 2 Expansion & Flood Protection Improvements Construction Management and Inspection Services

Project No.: 20214 (1599), 20542 (1150), 30214 (1706), 30542 (1118)
 Project Manager: Steve Malloy/Billy Stewart

Variance No.	Description	Dates		Variance Amount
		Initiated	Approved	
1	Inspection Services	September 2010	Sept 30, 2010	\$466,492.24
2	Construction Management and Inspection Services for Biosolids Pipelines and Ductbanks	January 5, 2011	January 25, 2011	\$71,810.40
3	Supplementary Construction Management and Inspection Services	June 19, 2012	June 19, 2012	\$317,569.00
4	Supplementary Construction Management and Inspection Services	January 7, 2013		\$185,503.00

IRWD: Planning Level MWRP Construction Management (ARCADIS)				2012												2013											
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MWRP Ph 2 Expansion - CM	Rate		Cost																								
Staff Engr / CM Support - Esmilla	\$ 175.00	282	\$ 49,280	*	*	*	*	*	*	*	*	*	*	*	*	1.0	0.6										
Staff Engr / CM Support - Esmilla	\$ 179.38	308	\$ 55,248													0.6	0.5	0.4	0.25								
Inspector #1 - Suchor	\$ 141.62	352	\$ 49,850	*	*	*	*	*	*	*	*	*	*	*	1.0	1.0											
Inspector #1 - Suchor - Overtime (10%)	\$ 212.43	52.8	\$ 11,216	*	*	*	*	*	*	*	*	*	*	*	0.2	0.1											
Inspector #1 - Suchor	\$ 145.16	88	\$ 12,774																	0.5							
Subtotal			\$ 178,368																								
ODCs			\$ 7,135																								
TOTAL			\$ 185,503																								

* Currently Covered by MWRP Phase 2 Expansion CM authorization thru Jan 2013.

January 28, 2013
Prepared by: R. Thatcher/M. Hoolihan
Submitted by: K. Burton
Approved by: Paul Cook 

CONSENT CALENDAR

QUITCLAIM OF REAL PROPERTY
IRVINE COMMUNITY DEVELOPMENT COMPANY
VILLAGE OF PORTOLA SPRINGS (TRACT NO. 17114)

SUMMARY:

Irvine Community Development Company LLC (ICDC) is currently developing the Village of Portola Springs. A portion of the development was subdivided into Tract No. 17114. Subsequently, ICDC is in the process of re-subdividing a portion of this tract into Tract No. 17488. Due to the re-subdivision of the lot, ICDC has requested that the District quitclaim the easement for water purposes that was dedicated on the map of said Tract No. 17114 within Lots 1 and F and lying within the boundary of proposed Tract No. 17488. Staff has reviewed the request and concurs that the easement can be quitclaimed. New easements for sewer, water and access purposes will be dedicated to the District on the new map. The quitclaim deed of the existing easement will record concurrently or after the new map records. The resolution authorizing this quitclaim is attached as Exhibit "A", the quitclaim deed is attached as Exhibit "B", and a map showing the location of the existing easement and quitclaim area is attached as Exhibit "C".

FISCAL IMPACT:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable. Not a project as defined under CEQA.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2013 - _____

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

LIST OF EXHIBITS:

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

EXHIBIT "A"

RESOLUTION NO. 2013 - _____

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

WHEREAS, Irvine Community Development Company LLC ("ICDC") has requested that the Irvine Ranch Water District ("IRWD") Board approve the quitclaim of the existing easements for water purposes lying within Lots 1 and F of Tract No. 17114 filed in Book 898, Pages 40 through 47 of Miscellaneous Maps, Records of Orange County, California; and

WHEREAS, the purpose of the quitclaim is because ICDC is re-subdividing a portion of the above-mentioned lots into Tract No. 17488; and

WHEREAS, ICDC will be dedicating new easements for sewer, water and access purposes to IRWD on the new Tract Map; and

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

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

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

ADOPTED, SIGNED and APPROVED this 28th day of January 2013.

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

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

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

By _____

EXHIBIT "B"

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

The Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel

ASSESSOR PARCEL NO(S):

104-651-01, 07

(Space Above This Line For Recorder's Use)

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

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

Signature or Declarant or Agent determining tax – Firm Name

EASEMENT QUITCLAIM DEED

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

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

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

Dated: _____, 2013

IRVINE RANCH WATER DISTRICT,
a California Water District

By: _____
Name: Douglas J. Reinhart
Title: President

By: _____
Name: Leslie Bonkowski
Title: District Secretary

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2013, before me, _____, a Notary Public in and for said State, personally appeared Douglas J. Reinhart and Leslie Bonkowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

EXHIBIT "A"
PARTIAL QUITCLAIM OF I.R.W.D. WATER EASEMENT

THOSE PORTIONS OF LOTS 1 AND F OF TRACT NO. 17114, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 898, PAGES 40 THROUGH 47, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE WATER EASEMENT DEDICATED TO IRVINE RANCH WATER DISTRICT AND IDENTIFIED AS EASEMENT "E" ON SAID TRACT NO. 17114 LYING SOUTHWESTERLY OF THE ACCESS EASEMENT DEDICATED TO IRVINE RANCH WATER DISTRICT AND IDENTIFIED AS EASEMENT "C" ON SAID TRACT NO. 17114.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY: STANTEC CONSULTING INC.
UNDER THE DIRECTION OF:

James O. Steines

JAMES O. STEINES, P.L.S. 6086

DECEMBER 17, 2012
J.N. 2042 486311

EXHIBIT "B"

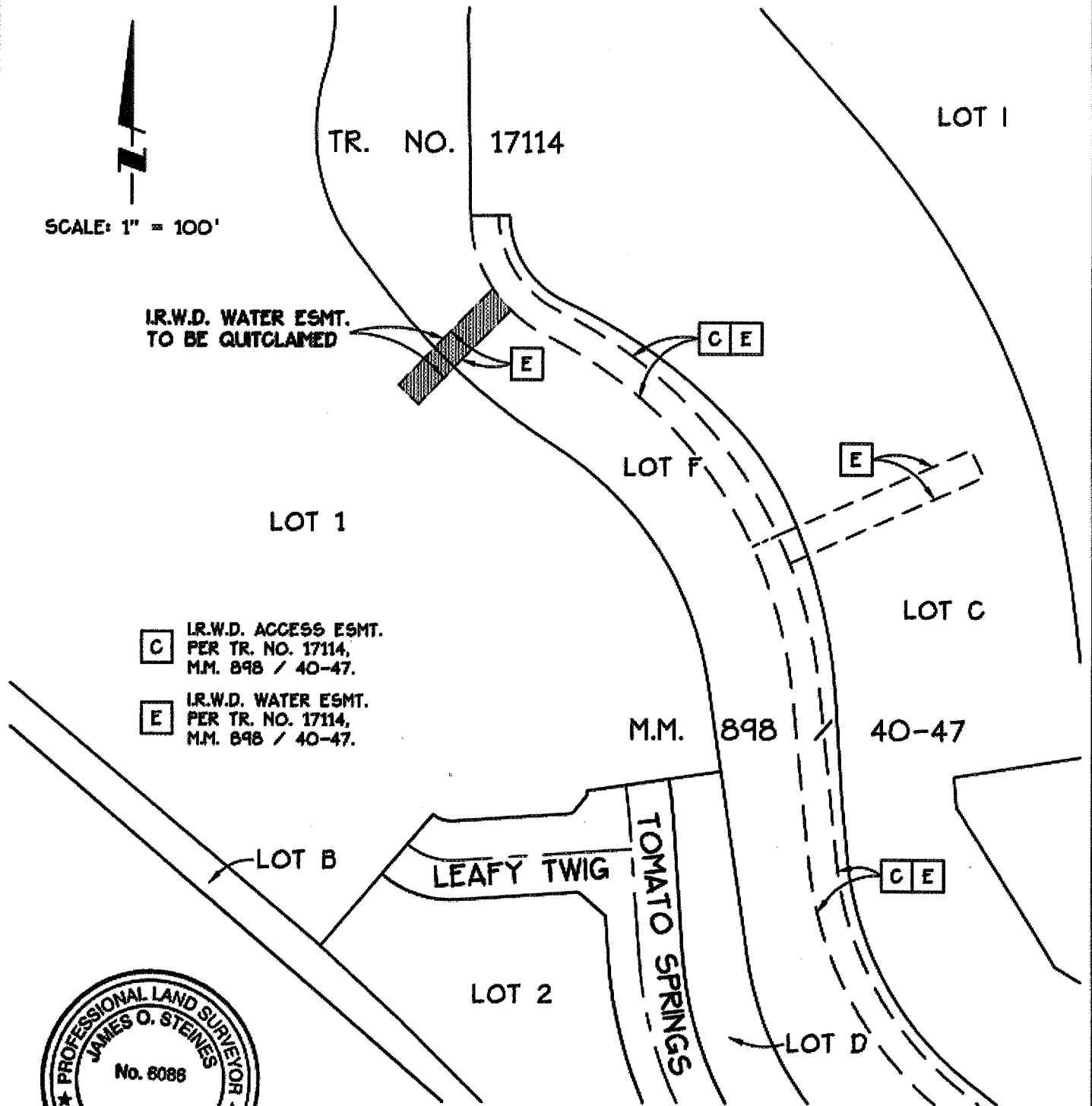
SHEET 1 OF 1

PORTIONS OF LOTS 1 AND F OF TR. NO. 17114, M.M. 898 / 40-47,
IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

PARTIAL QUITCLAIM OF I.R.W.D. WATER EASEMENT



SCALE: 1" = 100'



I.R.W.D. WATER ESMT.
TO BE QUITCLAIMED

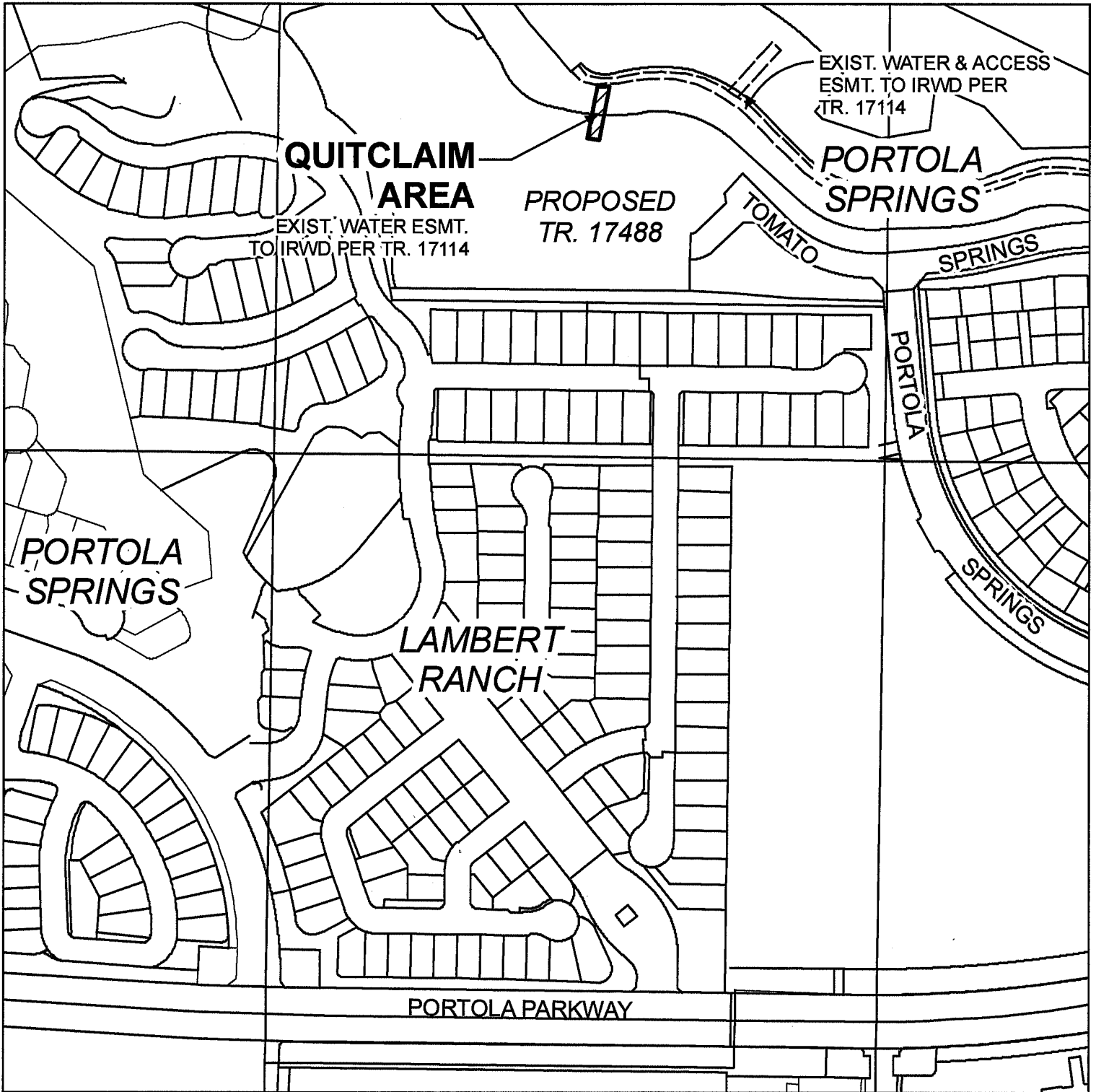
- C** I.R.W.D. ACCESS ESMT.
PER TR. NO. 17114,
M.M. 898 / 40-47.
- E** I.R.W.D. WATER ESMT.
PER TR. NO. 17114,
M.M. 898 / 40-47.



James O. Steines
JAMES O. STEINES, P.L.S. 6086

**STANTEC CONSULTING INC.**
19 TECHNOLOGY DRIVE
IRVINE, CA 92618
949.923.6000 stantec.com

EXHIBIT "C" LOCATION MAP




**QUITCLAIM OF WATER PIPELINE EASEMENT
TO IRVINE COMMUNITY DEVELOPMENT COMPANY**



January 28, 2013

Prepared by: R. Thatcher/M. Hoolihan

Submitted by: K. Burton

Approved by: Paul Cook 

CONSENT CALENDAR

QUITCLAIM OF REAL PROPERTY
IRVINE COMMUNITY DEVELOPMENT COMPANY
VILLAGE OF PORTOLA SPRINGS (TRACT NO. 17070)

SUMMARY:

Irvine Community Development Company LLC (ICDC) is currently developing the Village of Portola Springs. A portion of the development was subdivided into Tract No. 17070. Subsequently, ICDC is in the process of re-subdividing a portion of this tract into Tract Nos. 17510 and 17511. Due to the re-subdivision of the lot, ICDC has requested that the District quitclaim the easements for sewer, water, and access purposes that were dedicated on the map of Tract No. 17070 within the boundaries of the proposed Tract Nos. 17510 and 17511. Staff has reviewed the request and concurs that the easements can be quitclaimed. New easements for sewer, water and access purposes will be dedicated to the District on the new map. The quitclaim deed of the existing easements will record concurrently or after the new map records. The resolution authorizing this quitclaim is attached as Exhibit "A" the quitclaim deed is attached as Exhibit "B", and a map showing the location of the existing easements and quitclaim area is attached as Exhibit "C".

FISCAL IMPACT:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable. Not a project as defined under CEQA.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2013 - _____

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

LIST OF EXHIBITS:

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

EXHIBIT "A"

RESOLUTION NO. 2013 - _____

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

WHEREAS, Irvine Community Development Company LLC ("ICDC") has requested that the Irvine Ranch Water District ("IRWD") Board approve the quitclaim of the existing easements for sewer, water and access purposes lying within Lots 1, A, and D of Tract No. 17070 filed in Book 895, Pages 22 through 25 of Miscellaneous Maps, Records of Orange County, California; and

WHEREAS, the purpose of the quitclaim is because ICDC is re-subdividing a portion of the above-mentioned lots into Tract No.s 17510 and 17511; and

WHEREAS, ICDC will be dedicating new easements for sewer, water and access purposes to IRWD on the new Tract Maps; and

WHEREAS, staff has reviewed and confirmed that the easements herein referred are no longer needed and can be quitclaimed; and

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

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

ADOPTED, SIGNED and APPROVED this 28th day of January 2013.

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

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

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

By _____

EXHIBIT "B"

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

The Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel

ASSESSOR PARCEL NO(S):

580-161-01, -04, & -07

(Space Above This Line For Recorder's Use)

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

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

Signature or Declarant or Agent determining tax – Firm Name

EASEMENT QUITCLAIM DEED

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

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

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

Dated: _____, 2013

IRVINE RANCH WATER DISTRICT,
a California Water District

By: _____
Name: Douglas J. Reinhart
Title: President

By: _____
Name: Leslie Bonkowski
Title: District Secretary

MAIL TAX STATEMENTS TO THE ABOVE ADDRESS

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2013, before me, _____, a Notary Public in and for said State, personally appeared Douglas J. Reinhart and Leslie Bonkowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

EXHIBIT "A"

QUITCLAIM OF EASEMENT
TO IRVINE COMMUNITY DEVELOPMENT COMPANY LLC

LEGAL DESCRIPTION

In the City of Irvine, County of Orange, State of California being those certain easements for sewer and water purposes lying within Lots 1, A and D of Tract No. 17070, as shown and dedicated on a map thereof filed in Book 895, Pages 22 through 25 of Miscellaneous Maps in the Office of the County Recorder of said County.

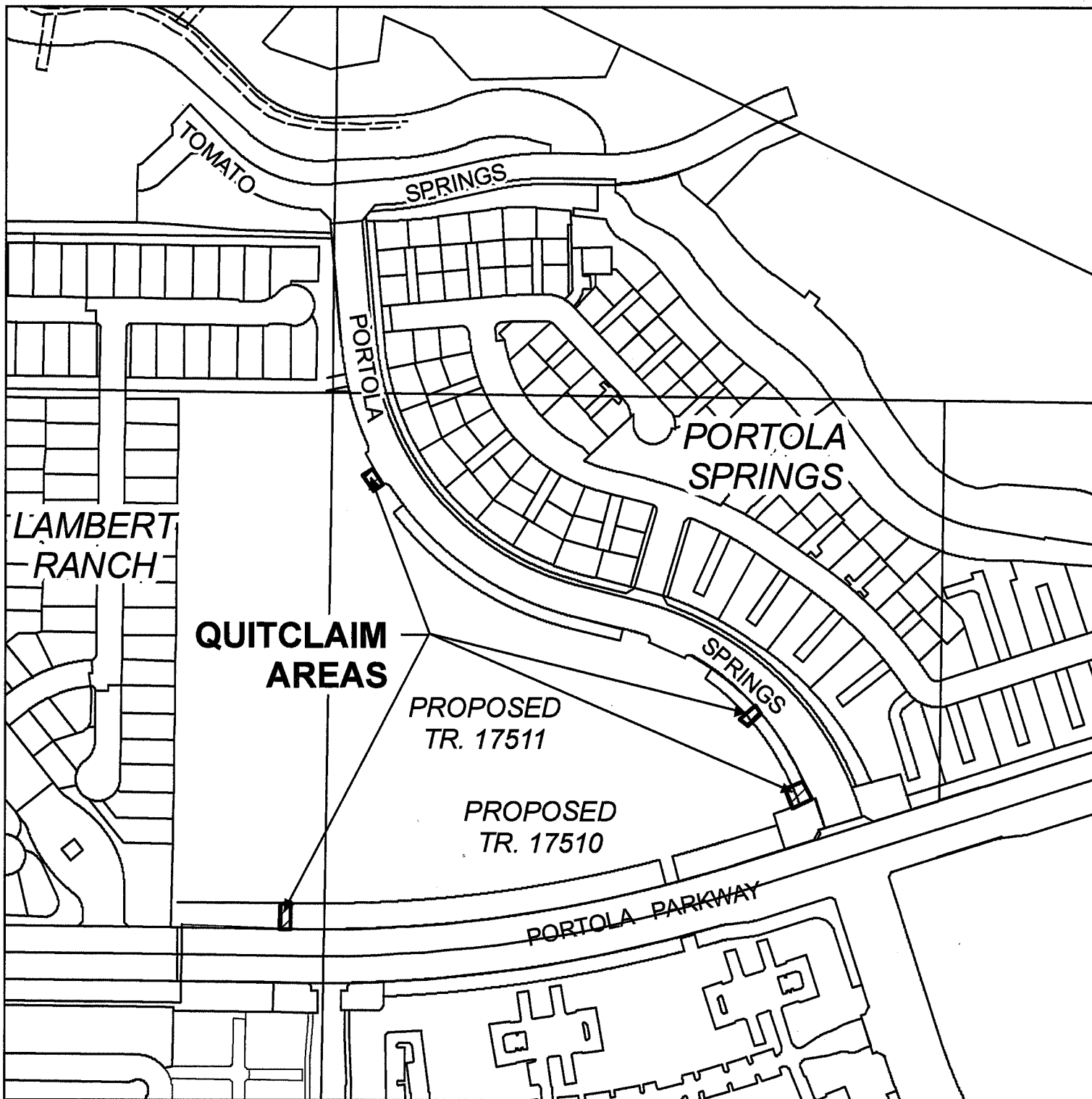
Prepared by me or under my direction:

Dated: January 10, 2013



Gregory P. Heiertz, R.C.E. 33084
License expires June 30, 2014

EXHIBIT "C"
LOCATION MAP



**QUITCLAIM OF WATER & SEWER PIPELINE EASEMENTS
TO IRVINE COMMUNITY DEVELOPMENT COMPANY**



January 28, 2013

Prepared by: J. Corey

Submitted by: P. Weghorst/G. Heiertz

Approved by: Paul Cook

CONSENT CALENDAR

ADDENDUM NO.2 TO THE CITY OF LAKE FOREST SPORTS PARK AND RECREATION CENTER FINAL ENVIRONMENTAL IMPACT REPORT

SUMMARY:

Irvine Ranch Water District (IRWD) proposes minor modifications to the City of Lake Forest Sports Park and Recreation Center (Sports Park) Final Environmental Impact Report (FEIR). The modifications include the addition of a 24-inch storm drain to join existing IRWD drains to a proposed Sports Park drain and an increase to the construction access needed to install the 16-inch recycled water line adjacent to the storm drain. Environmental review has been completed for the proposed modifications and staff recommends that the Board approve Addendum No.2 to the Sports Park FEIR.

BACKGROUND:

The City of Lake Forest as the lead agency prepared and certified the Final Environmental Impact Report for the proposed Sports Park in March 2011. IRWD was a responsible agency to the City's FEIR which analyzed the environmental impacts associated with the Sports Park, including the relocation of an existing IRWD 16-inch recycled water line located within the project site. The existing pipeline, constructed within a non-exclusive easement, currently crosses the Sports Park site from east to west.

When the FEIR was originally certified, the segment of the IRWD recycled water pipeline that was outside the Sports Park project area was not impacted by the project. The City requested that this pipeline be realigned to enter the Sports Park site at a different location. In August 2012, IRWD prepared and approved FEIR Addendum 1, which provided environmental review of relocating a segment of the 16-inch recycled water pipeline.

The FEIR included an existing 24-inch storm drain leading from IRWD's Zone II East Reservoir that ended at an existing headwall. In the event emergency storm drainage was needed, water would be drained through this existing pipe and then drain down the existing slope. Since the FEIR was certified, the City of Lake Forest has requested that IRWD construct and bury a 24-inch storm drain inlet. This new inlet would join a storm drain located in the new Sports Park.

FEIR Addendum No. 2:

Addendum No. 2 to the FEIR was prepared to accommodate the requested changes to the storm drain. In addition, Addendum No. 2 addresses an increase in the width of construction access that is necessary to relocate the recycled water pipeline that was evaluated in Addendum No. 1. A copy of Addendum No. 2 is attached as Exhibit "A". The determination section of this addendum identifies that the proposed revisions to the project will not result in conditions calling for the preparation of a subsequent Environmental Impact Report.

FISCAL IMPACTS:

The Lake Forest Recycled Water Pipeline Project 30352 (1732) was included in the FY 2012-13 Capital Budget. The existing budgets and Expenditure Authorizations are sufficient at this time.

ENVIRONMENTAL COMPLIANCE:

Section 15164 of the State of California Environmental Quality Act (CEQA) Guidelines provides for the preparation of an addendum to a previously certified EIR by a lead agency or a responsible agency if some changes or additions to the project are necessary but none of the conditions described in CEQA calling for preparation of a subsequent EIR have occurred. Based on the information and analysis in the proposed Addendum No. 2, the determination section of the Addendum sets forth the proposed determinations by the District that none of such conditions have occurred. The proposed modifications would not change the regulatory framework, impact discussion, mitigation measures, or conclusions as described in the FEIR.

COMMITTEE STATUS:

Addenda to environmental impact reports are not typically taken to Committee prior to submittal for Board approval.

RECOMMENDATION:

THAT THE BOARD APPROVE THE PROPOSED ADDENDUM NO. 2 TO THE CITY OF LAKE FOREST SPORTS PARK AND RECREATION CENTER FINAL ENVIRONMENTAL IMPACT REPORT, INCLUDING THE DETERMINATION SET FORTH IN ADDENDUM NO. 2.

LIST OF EXHIBITS:

Exhibit "A" – Addendum No. 2 to the City of Lake Forest Sports Park and Recreation Center
Final Environmental Impact Report

EXHIBIT "A"

**Addendum No. 2 to the
City of Lake Forest Sports Park and Recreation Center
Final Environmental Impact Report
(State Clearinghouse No. 2009061020)**

Prepared for:

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, California 92618

Prepared by:

DUDEK
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**Addendum No. 2 to the City of Lake Forest Sports Park
and Recreation Center Final Environmental Impact Report**

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ACRONYMS AND ABBREVIATIONS

Acronym/Abbreviation	Definition
AB	Assembly Bill
BACT	Best Available Control Technology
BMP	Best Management Practices
BRA10A	Baker Ranch Area 1 Owners' Association
CARB	California Air Resources Board
CDFG	California Department of Fish and Game (As of January 1, 2013, California Department of Fish and Wildlife)
CDFW	California Department of Fish and Wildlife (formerly California Department of Fish and Game)
CEQA	California Environmental Quality Act
City	City of Lake Forest
CSS	Coastal Sage Scrub
EIR	Environmental Impact Report
FEIR	Final Environmental Impact Report
HCP	Habitat Conservation Plan
HP	horsepower
IRWD	Irvine Ranch Water District
MLD	most likely descendant
MRZ	mineral resource zone
NAHC	Native American Heritage Commission
NCCP	Natural Community Conservation Plan
PCC	Portland cement concrete
SCAQMD	South Coast Air Quality Management District
SB	Senate Bill
USFWS	U.S. Fish and Wildlife Service
VOC	volatile organic compounds

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1.0 INTRODUCTION AND PROJECT DESCRIPTION

The Irvine Ranch Water District (IRWD) proposes minor modifications to the City of Lake Forest (City) Sports Park and Recreation Center Final Environmental Impact Report (FEIR). The modifications include addition of a 24-inch storm drain to join existing IRWD drains to a proposed Sports Park drain and an increase to the construction footprint to install the 16-inch recycled water line adjacent to the storm drain, which was assessed in the first Addendum (August 2012) to the Sports Park and Recreation Center. No substantial changes have occurred that warrant preparation of subsequent or supplemental EIRs pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines.

1.1 Project Background

The City certified the FEIR for the Sports Park and Recreation Center in March 2011 (State Clearinghouse No. 2009061020). This FEIR analyzed the environmental consequences associated with implementation and construction of the Sports Park and Recreation Center. In August 2012, an addendum was prepared to evaluate the relocation of approximately 498 feet of an existing 16-inch recycled water line. The Addendum found that no substantial changes would occur and that no new information of substantial importance would result because of the proposed relocation from what was evaluated in the FEIR.

This Addendum, prepared in accordance with CEQA (California Public Resources Code, Section 21000 et seq.) and its implementing CEQA Guidelines (California Code of Regulations Title 14, Chapter 3, Section 15000 et seq.), addresses two changes from what was previously assessed in the original EIR and first Addendum. The first change is a proposed new 24-inch storm drain, which would join existing 16-inch and 24-inch IRWD storm drains to a 12-inch storm drain currently under construction in the Sports Park. The proposed new drain would extend from a parcel of land owned by the Baker Ranch Area 1 Owners' Association (BRA1OA) to the Sports Park site. The storm drain project and Sports Park projects are both located within the non-reserve lands of the Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP). The second change is an expansion to the construction footprint of the previously assessed 16-inch recycled water line. In the first Addendum, the construction footprint was a maximum of 20 feet wide for a total of 240 feet of disturbance in vegetated areas. Now, the construction footprint is planned to be up to 40 feet wide for a total of 0.21 acre of disturbance in vegetated areas (see the green dashed line on Figure 3). All construction areas would be temporarily impacted and fully restored with native vegetation after construction is completed.

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1.2 Project Setting

The proposed storm drain would be constructed adjacent to the Sports Park project site, which is located near the intersection of Portola Parkway and El Toro Road in the City of Lake Forest, Orange County, California, as shown on Figure 1, Regional Map. The storm drain project and Sports Park projects are both located within the non-reserve lands of the NCCP/HCP. The proposed storm drain would run from a parcel of BRA10A property on to the City of Lake Forest Sports Park property. Figure 2 shows the local vicinity, and Figure 3 shows the proposed project area with the existing storm drains (solid blue line) and the proposed new storm drain (solid red line). The storm drain project boundary is on both the BRA10A property and the Sports Park site and consists of mature coastal sage scrub (CSS). The site provides suitable habitat for the California gnatcatcher (*Polioptila californica*) and the San Diego cactus wren (*Campylorhynchus brunneicapillus couesi*), both of which were observed on site during the biology survey performed by Harmsworth Associates in March 2012 (see Appendix A). The project site itself contains no riparian vegetation. Access to the site is currently provided via an access road off Regency Lane. The BRA10A portion of the project site is designated Regional Park/Open Space by the City's General Plan (City of Lake Forest 2010).

1.3 Proposed Modifications to the Project

This Addendum addresses two modifications to the original project as analyzed in the FEIR and first Addendum. The first proposed modification includes construction of a new 24-inch storm drain to join existing IRWD drains to a Sports Park drain currently under construction. The second proposed modification includes an expansion to the construction footprint for the 16-inch recycled water line. Staging areas for the storm drain construction would be limited to the construction footprint of the recycled water line to the south of the line, and the areas would be restored along with the pipeline alignment to their original condition. Figure 3 shows the proposed new storm drain (solid red line) and associated area of disturbance (dashed red line) and the previously proposed recycled water line (solid green line) and associated area of disturbance (dashed green line) as described above. All construction areas would be temporarily impacted and fully restored with native vegetation after construction is completed (see Appendix A).

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1.4 Project Phasing and Schedule

The addition of a new storm drain as described in this Addendum would be completed concurrently with the construction of the Sports Park, which is currently underway. The construction schedule is proposed as follows:

1. Clearing and grubbing for recycled water line prior to February 15, 2013.
2. Clearing and grubbing for proposed storm drain prior to February 15, 2013.
3. Construction of recycled water line and storm drain would not necessarily occur simultaneously but is expected to begin in February 2013 and occur over approximately 3 months, dependent on weather.
4. Restoration of the construction area will continue throughout 2013.

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Figure 1 Regional Map

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Figure 2 Vicinity Map

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Figure 3 Proposed Project

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2.0 ENVIRONMENTAL IMPACT ANALYSIS

The proposed modifications to the original project to construct a new 24-inch storm drain to and expand the construction footprint for the 16-inch recycled water line do not change the conclusions of the impact analysis of the referenced FEIR. The modifications described in Section 1.0 would have no new significant adverse environmental impacts.

To ensure that no significant environmental impacts would occur, the proposed new 24-inch storm drain and expanded construction footprint would adhere to applicable mitigation measures included in the previously certified FEIR for the Sports Park project, as described in the following sections. Only the mitigation measures stated in the certified FEIR that apply to the modifications are restated in the applicable sections below. Some mitigation measures have been slightly revised in order to make the mitigation measures specific to the proposed modifications. Underline indicates added text and strikeout indicates deleted text in the mitigation measures.

2.1 Aesthetics

The project site is surrounded by commercial development to the north, and open space to the west, east, and south. Sensitive views near the proposed new 24-inch storm drain and the 16-inch recycled water line are predominantly from recreational trails located southwest from the pipeline and bike trails located south of the pipeline. Some portion of the trails are visually linked to undeveloped slopes and riparian corridors in the surrounding area, and to the more distant foothills, Whiting Ranch Wilderness Park, and the Cleveland National Forest. The construction of a new 24-inch storm drain to join existing IRWD drains to a Sports Park drain would extend from an IRWD-owned parcel of land, through a parcel of land owned by BRA10A, and then onto the Sports Park project site. The proposed storm drain is also located within the non-reserve lands of the Orange County Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP) Central/Coastal Subregion. The realignment would not result in any permanent visual impacts and would remain consistent with the aesthetics of the alignment analyzed within the FEIR.

As assessed in the Sports Park and Recreation Center FEIR, construction activities and staging would be visible during the construction phase. In addition, a temporary equipment staging area will likely only occur on paved areas of the IRWD facility depending upon construction conditions. If a temporary staging area is required on the BRA10A site, it would be restored along with the pipeline alignment to its original condition after construction is completed. No nighttime lighting impacts are anticipated during construction activities.

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The proposed modifications would not substantially degrade the existing visual character or quality of the site and its surroundings since the alignments would be restored to their original condition after construction is completed. The proposed project area is near the top of the ridgeline where the existing water tank is located. Facilities would not extend into public neighborhoods.

Since the project would restore the alignments and temporary staging areas to their original condition, any potential aesthetic impacts associated with the proposed modifications would be less than significant and no mitigation measures would be required.

2.2 Agricultural Resources

The area is zoned as Other Land, as shown on the Orange County Important Farmland Map (CDC 2011), and is not in an area identified as Prime Farmland or Farmland of Statewide Importance. There are no agricultural activities practiced on the Sports Park project site, the BRA10A site, or the IRWD property, nor is there a Williamson Act contract in force on any of these properties. The City's Land Use Policy Map has designated the project site as Regional Park/Open Space (City of Lake Forest 2010). There is no change in impacts related to agricultural resources associated with the proposed modifications. Therefore, no impacts related to agricultural resources would occur and no mitigation measures would be required.

2.3 Air Quality

The proposed construction of a new 24-inch storm drain to join existing IRWD drains to a Sports Park drain and expansion of the construction footprint for the 16-inch recycled water line would involve limited use of construction equipment for approximately 3 months, dependent on weather, and restoration activities for up to 10 months. Construction activities would result in minor construction emissions from heavy equipment exhaust, construction-related trips by workers, material hauling trucks, and associated fugitive dust generation from clearing and grading activities. The principal pollutants would be carbon monoxide (CO), volatile organic compounds (VOC), oxides of nitrogen (NOx) and PM10. VOC and NOx are precursors of ozone (O₃). Due to the limited construction activities associated with the proposed modifications, construction emissions are expected to be below the South Coast Air Quality Management District (SCAQMD) significance thresholds and are therefore less than significant. Once constructed, the proposed project would not result in any impacts related to air quality, such as those from maintenance activities, which were not previously analyzed in the FEIR. Therefore, any potential air quality impacts associated with construction of a new 24-inch storm drain and expansion of the construction footprint for the 16-inch recycled water line would be less than significant, and no mitigation measures would be required.

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2.4 Biological Resources

Harmsworth Associates conducted biological assessments at the Lake Forest Zone C Recycled Water Relocation Project in March 2012 and January 2013, specifically within the IRWD property and BRA10A site and documented the habitat and species observed during the assessment.

Portions of the proposed new 24-inch storm drain and expanded construction footprint for the 16-inch recycled water line would occur within CSS habitat areas. Only temporary vegetation removal would occur during relocation of the existing pipeline, and vegetation areas impacted would be fully restored to pre-construction conditions (ornamental landscaping and CSS habitat). No impacts to jurisdictional waters would result from the construction of a new storm drain or an expanded construction footprint.

The proposed project would be located within the non-reserve lands of the NCCP/HCP. The proposed new 24-inch storm drain would run from IRWD's property northeast through the BRA10A property and then on to the City's Sports Park property. As previously mentioned, construction of the new storm drain would only result in temporary impacts and no permanent impacts due to the full CSS restoration; therefore, no net loss of habitat would occur.

Sensitive wildlife that would be affected by noise and other construction-related disturbances include the California gnatcatcher (*Polioptila californica californica*) and the San Diego cactus wren. Clearing and grubbing activities are anticipated to start in February 2013 and be completed prior to February 15, 2013, thus avoiding the nesting gnatcatcher breeding season. The remaining construction will follow and is expected to occur over approximately three months, dependent on weather. Should construction activities occur during bird nesting season, implementation of Mitigation Measure BIO-4 described below is required.

In order to address the potential for impacts to sensitive wildlife, Mitigation Measures BIO-1, BIO-2, and BIO-4 are incorporated into the project to ensure biological resource impacts would be less than significant (ICF 2010, pp. 3.3-6–3.3-8, 3.3-14). It should be noted that BIO-1 and the portion of BIO-2 requiring confirmation of the presence and quantity of CSS have been satisfied through biological studies referenced in the Sports Park and Recreation Center FEIR (ICF 2010) and by the Biological Assessments prepared by Harmsworth Associates (2012 and 2013). The language in BIO-2 regarding payment of in-lieu fees to the NCCP Reserve does not apply to the proposed project because no permanent impacts would occur as a result of the new 24-inch storm drain and expanded construction footprint for the 16-inch recycled water line. The bulleted language within BIO-2 pertaining to avoidance and minimizations would apply to the proposed project.

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Mitigation Measures

BIO-2 **Loss of Coastal Sage Scrub Habitat and Plant and Animal Species Protected by the NCCP/HCP (OSA PEIR MM 3.42).** Prior to ~~recording of a subdivision map or~~ issuance of a grading permit, ~~whichever comes first~~, the applicant shall retain a qualified, permitted biologist to confirm the presence and quantity of coastal sage scrub habitat located on the project site. If coastal sage scrub habitat is found to be located on the project site, the applicant shall submit proof to the director of development services that in-lieu fees have been paid to the County of Orange Central/Coastal Natural Communities Conservation Plan (NCCP) Reserve. Currently, these fees are assessed at \$65,000 per acre of coastal sage scrub habitat lost.

The applicant shall also demonstrate to the satisfaction of the director of development services compliance with the following NCCP construction impact avoidance measures or such measure in effect at the time of construction:

- To the maximum extent practicable, no grading of CSS habitat that is occupied by nesting gnatcatchers will occur during the breeding season (February 15 through July 15). It is expressly understood that this provision and the remaining provisions of these “construction-related minimization measures” are subject to public health and safety considerations. These considerations include unexpected slope stabilization, erosion control measures, and emergency facility repairs. In the event of such public health and safety circumstances, landowners or public agencies/utilities will provide USFWS/CDFGW [U.S. Fish and Wildlife Service/California Department of Fish and Wildlife] with the maximum practicable notice (or such notice as is specified in the NCCP/HCP) to allow for capture of gnatcatchers, cactus wrens, and any other CSS identified species that are not otherwise flushed and will carry out the following measures only to the extent as practicable in the context of the public health and safety considerations.
- Prior to the commencement of grading operations or other activities involving significant soil disturbance, all areas of CSS habitat to be avoided under the provisions of the NCCP/HCP shall be identified with temporary fencing or other markers clearly visible to construction personnel. Additionally, prior to the commencement of grading operations or other activities involving disturbance of CSS, a survey will be conducted to locate gnatcatchers and cactus wrens within 100 feet of the outer extent of projected soil disturbance

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activities, and the locations of any such species shall be clearly marked and identified on the construction/grading plans.

- A monitoring biologist, acceptable to USFWS/CDFG will be on site during any clearing of CSS. The landowner or relevant public agency/utility will advise USFWS/CDFG at least seven (7) calendar days (and preferably fourteen (14) calendar days) prior to the clearing of any habitat occupied by identified species to allow USFWS/CDFG to work with the monitoring biologist in connection with bird flushing/capture activities. The monitoring biologist will flush identified species (avian or other mobile identified species) from occupied habitat areas immediately prior to brush-clearing and earthmoving activities. If birds cannot be flushed, they will be captured in mist nets, if feasible, and relocated to areas of the site to be protected or to the NCCP/HCP Reserve System. It will be the responsibility of the monitoring biologist to assure that identified bird species will not be directly affected by brush-clearing and earthmoving equipment in a manner that also allows for construction activities on a timely basis.
- Following the completion of initial grading/earth movement activities, all areas of CSS habitat to be avoided by construction equipment and personnel will be marked with temporary fencing or other appropriate markers clearly visible to construction personnel. No construction access, parking, or storage of equipment or materials will be permitted within such marked areas.

BIO-4 **If construction activities must occur during the nesting season (February 15 to September 1).** All suitable habitat would be thoroughly surveyed for the presence of nesting birds by a qualified biologist before commencement of disturbance activities. If an active nest is detected, the vegetation containing the nest, along with a 200- to 300-foot buffer around it, would be flagged and avoided until the nest is no longer active, as determined by a qualified biologist.

Impacts to biological resources are consistent with impacts identified within the FEIR and implementation of these mitigation measures would reduce biological resource impacts to less than significant.

2.5 Cultural Resources

Construction activities related to the new 24-inch storm drain and expanded construction footprint for the 16-inch recycled water line would not result in changes to archeological and historical resources; therefore, cultural resources would not be significantly impacted. There are

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archaeological/historical resources that are located within close proximity to the project site; however, none met the California Register of Historic Resource criteria or met the definition of a “unique archaeological resource” (ICF 2010). No human remains were identified during the surface survey during the preparation of the Sports Park and Recreation Center Project FEIR. In the unlikely event that archaeological/historical resources and/or human remains are encountered during grading or excavation activities during construction, the following mitigation measures would reduce potential impacts to less than significant (ICF 2010, pp. 3.4-18, 3.4-19).

Mitigation Measures

CR-1 Archaeological construction monitoring.

In accordance with Public Resources Code Section 21083.2(i), should unidentified cultural resources be encountered during construction, work in the immediate vicinity of the find shall cease until a qualified archaeologist can evaluate the find for CRHR eligibility and determine whether it constitutes a unique archaeological resource for purposes of CEQA. Should the accidental discovery be identified as a significant historical resource, or a unique archaeological resource, appropriate treatment recommendations will be developed, which may include avoidance, data recovery excavation, or other mitigation. The following mitigation measures from the OSA PEIR would be applicable to archaeological construction monitoring (Mitigation Measure CR-1) for the proposed project:

- If artifacts are uncovered, they shall be prepared, identified, and cataloged before donation to the accredited repository designated by the City of Lake Forest. State of California Guidelines for the Curation of Archaeological Collections shall be consulted regarding the treatment of recovered artifacts. Any artifacts determined to be insignificant shall be offered to local schools for use in education programs (OSA Mitigation Measure 3.5-3).
- ~~The~~ If a qualified archaeologist is retained, and should unidentified cultural resources be encountered, the qualified archaeologist shall prepare a final report to be filed with the City. The qualified archaeologist retained shall prepare a final report to be filed with the site developer(s), the City of Lake Forest, and the South Coast Central Information Center. The report shall include a list of specimens recovered, documentation of each locality, and interpretation of artifacts recovered as well as all specialists’ reports as appendices (OSA Mitigation Measure 3.5-4).

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CR-2 Consultation with county coroner and notification of most likely descendant. If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance can occur until the county coroner has made a determination of origin and disposition pursuant to California Public Resources Code Section 5097.98. The county coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the coroner will notify the NAHC [Native American Heritage Commission], which will determine and notify the most likely descendent (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

Impacts to cultural resources are consistent with those found within the FEIR, and implementation of these mitigation measures, as needed, would reduce cultural resource impacts to less than significant.

2.6 Geology and Soils

There would be no change in stormwater runoff and subsequent soil erosion impacts resulting from ground disturbance during construction of the new 24-inch storm drain. The proposed new 24-inch storm drain would involve grading and excavation, which would not expose people or structures to seismic hazards. A temporary equipment staging area would likely only occur on paved areas of the IRWD facility depending upon construction conditions. No habitable structures are proposed, and construction of the storm drain would be engineered to avoid impacts caused by soil settlement or movement of soil due to earthquakes. Construction would take less than 1 month to complete and would include erosion control measures to minimize impacts on geology and soils during construction. As such, impacts related to geology and soils would be less than significant, and no mitigation measures would be required.

2.7 Greenhouse Gases

The proposed new 24-inch storm drain would involve the use of construction equipment for approximately 3 months, dependent on weather. Due to the limited construction activities associated with the proposed project, greenhouse gas emissions are expected to be below a level of significance. Once constructed, the proposed project would not result in any additional impacts related to greenhouse gases that were not previously analyzed under the FEIR. Therefore, any potential greenhouse gas emissions associated with construction of the new storm drain would be less than significant, and no mitigation measures would be required.

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2.8 Growth-Inducing Impacts

The proposed new 24-inch storm drain and expanded construction footprint for the 16-inch recycled water line would not affect population, employment, or housing. As assessed in the FEIR, no changes to land use or zoning designations to permit new residential or commercial development are proposed or are related to the proposed new 24-inch storm drain or expanded construction footprint for the 16-inch recycled water line. Additionally, the proposed project would not remove any obstacles to growth or otherwise result in the potential to induce population or economic growth. Therefore, no impacts related to growth-inducement are anticipated.

2.9 Hazards

There will be no change in the number of hazards encountered during construction of the new 24-inch storm drain or due to the proposed expanded construction footprint for the 16-inch recycled water line. The proposed construction activities may involve introducing limited quantities of hazardous materials, such as diesel fuel, gasoline, lubricating oil, grease, and solvents. No acutely hazardous materials would be handled on site. Therefore, any impacts related to hazardous materials would be less than significant, and no mitigation measures would be required.

2.10 Hydrology and Water Quality

The proposed project involves the construction of a new 24-inch storm drain to join existing IRWD drains to a Sports Park drain currently under construction. Construction activities may result in minimal temporary changes to drainage patterns or stormwater runoff. These changes would be negligible when compared to the existing conditions. The proposed project would have a less-than-significant impact to the existing drainage pattern of the site and would not result in significant new hydrology or water quality impacts. Impacts to hydrology and water quality would be less than significant, and no mitigation measures would be necessary.

2.11 Land Use and Planning

The proposed new 24-inch storm drain and expanded construction footprint for the 16-inch recycled water line would have no significant impacts on land use and planning. The proposed project would be in a General Plan designation of Public Facility within the IRWD site and Regional Park/Open Space within the BRA10A site (City of Lake Forest 2010). The proposed project would still be consistent with the City of Lake Forest General Plan and zoning designations for the site. Therefore, no impacts related to land use and planning are expected, and no mitigation measures would be required.

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2.12 Minerals

Portions of the proposed new 24-inch storm drain and expanded construction footprint for the 16-inch recycled water line would be located in a state-designated mineral resource zone 2 (MRZ-2) area for Portland cement concrete (PCC)-grade aggregate and sand resources (on the BRA10A parcel) (ICF 2010). However, the proposed project would not be located within the City's mineral resource overlay as depicted in the City's Land Use Policy Map. Construction of a new 24-inch storm drain through BRA10A would occur following the completion of current mining operations and related reclamation on the parcel. Per the requirements of the reclamation plan, the site has been vacated as of November 15, 2010 (ICF 2010). Therefore, the proposed new 24-inch storm drain and expanded construction footprint for the 16-inch recycled water line would not create a loss of availability of a known mineral resource. Therefore, no impacts on mineral resources would occur, and no mitigation measures would be required.

2.13 Noise

The proposed new 24-inch storm drain would involve the use of grading and excavation equipment for approximately 3 months, dependent on weather. Indirect impacts could occur to birds nesting in habitat/vegetation areas adjacent to the work area as a result of noise and other construction-related disturbance. Sensitive wildlife potentially affected by noise and other construction-related disturbances include Cooper's hawk (*Accipiter cooperii*), yellow-breasted chat (*Icteria virens*), Southern California rufous-crowned sparrow (*Aimophila ruficeps*), California gnatcatcher, and coastal cactus wren. The construction of the storm drain would occur outside the nesting gnatcatcher breeding season (February 15–July 15). Construction of the storm drain is anticipated to begin in early February 2013 and be completed prior to February 15, 2013. However, in the event that construction would occur within the bird nesting season, Mitigation Measure BIO-4 would apply (ICF 2010, p. 3.3-14).

Mitigation Measures

BIO-4: **If construction activities must occur during the nesting season (February 15 to September 1).** All suitable habitat would be thoroughly surveyed for the presence of nesting birds by a qualified biologist before commencement of disturbance activities. If an active nest is detected, the vegetation containing the nest, along with a 200- to 300-foot buffer around it, would be flagged and avoided until the nest is no longer active, as determined by a qualified biologist.

Mitigation Measure BIO-4, as discussed in Section 2.4 above and in Section 3.3, Biological Resources, of the Sports Park and Recreation Center FEIR, addresses impacts on nesting birds by

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avoiding construction activities during the nesting season or establishing a buffer around nesting sites to reduce sound levels at nesting sites. Therefore, potential noise impacts would be reduced to a level that is less than significant.

2.14 Paleontological Resources

The proposed new 24-inch storm drain and expanded construction footprint for the 16-inch recycled water line would not result in changes to the paleontological resources analysis in the FEIR. The project area is considered to have a High to Very High paleontological sensitivity rating, and the fossils found within these geologic units were considered scientifically very significant and important for research and display (ICF 2010). Implementation of the applicable mitigation measures listed in the FEIR would ensure impacts to paleontological resources are less than significant (ICF 2010, pp. 3.12-6, 3.12-7, 3.12-8).

Mitigation Measures

PALEO-2: Educate Construction Personnel in Recognizing Fossil Material. ~~The City~~ IRWD will ensure that all construction personnel receive training provided by an Orange County-certified professional paleontologist experienced in teaching non-specialists to ensure that they can recognize fossil materials in the event any are discovered during construction.

PALEO-4: Stop Work if Fossil Remains Are Encountered During Construction; Conduct Treatment as Appropriate. If fossil remains are discovered during project-related activities, activities in the vicinity of the find will stop immediately until a qualified professional paleontologist can assess the nature and importance of the find and a qualified professional paleontologist can recommend appropriate treatment. Treatment may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. ~~The City~~ IRWD will be responsible for ensuring that recommendations regarding treatment and reporting are implemented. The work will be conducted in conformance with the Orange County guidelines as defined in Eisentraut and Cooper (2002) and meet the requirements for recovery, salvage, laboratory preparation, preparation to the point of taxonomic identification, transferal, and preparation and submittal.

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PALEO-6: Prepare, Identify, and Catalog Recovered Fossils (OSA MM 3.5-7). Fossils recovered shall be prepared, identified, and catalogued before donation to the accredited repository designated by the City of Lake Forest.

Impacts to paleontological resources would be within the scope of the paleontological resource impacts previously addressed in the FEIR and implementation of these mitigation measures would reduce paleontological resource impacts to less than significant.

2.15 Public Services/Utilities

The project would involve the construction of a new 24-inch storm drain to join existing IRWD drains to a Sports Park drain currently under construction. The storm drain would extend from IRWD-owned property through a parcel of land owned by BRAIOA and then back on the Sports Park site. The pipelines being joined by the proposed storm drain may be temporarily out of service for short periods to connect to temporary and permanent improvements during the construction period.

The project would not require additional fire services and police protection; would not result in impacts to schools, libraries, or other public facilities; and does not require the construction or expansion of recreational facilities. The construction of the new storm drain would occur concurrently with the construction of the Sports Park and Recreation Center, which is currently underway. Therefore, impacts related to public services/utilities would be less than significant, and no mitigation measures would be required.

2.16 Recreation

The construction of a new 24-inch storm drain and expansion of the 16-inch recycled water line construction footprint would not be located within proximity to a local trail (City of Lake Forest 2010; ICF 2010). Therefore, impacts related to recreation would be less than significant, and no mitigation measures would be required.

2.17 Transportation and Circulation

There would be no change in the temporary lane or road closures during construction activities related to the proposed new 24-inch storm drain and expanded construction footprint. In addition, construction vehicle traffic would not interfere with bicycle or pedestrian circulation in the project area. There would be no change in traffic during construction activities related to the proposed project from construction trucks and vehicles associated with construction worker commutes. Therefore, impacts related to transportation and circulation would remain less than significant, and no mitigation measures would be required.

**Addendum No. 2 to the City of Lake Forest Sports Park
and Recreation Center Final Environmental Impact Report**

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Addendum No. 2 to the City of Lake Forest Sports Park and Recreation Center Final Environmental Impact Report

3.0 DETERMINATION

Based on the information and analysis in this Addendum, and pursuant to Section 15162 of the CEQA Guidelines, IRWD has determined that:

1. There are no substantial changes to the project that would require major revisions to the FEIR due to new, significant environmental effects or a substantial increase in the severity of impacts identified in the FEIR;
2. Substantial changes have not occurred in the circumstances under which the project is being undertaken that would require major revisions to the FEIR to disclose new, significant environmental effects or a substantial increase in the severity of the impacts identified in the FEIR; and
3. There is no new information of substantial importance not known at the time the FEIR was certified that shows the project would have any new significant effects not discussed in the certified FEIR or a substantial increase in the severity of the impacts identified in the FEIR, or that mitigation measures or alternatives previously found not feasible, or that are considerably different from those analyzed in the FEIR, would substantially reduce one or more significant effects.

**Addendum No. 2 to the City of Lake Forest Sports Park
and Recreation Center Final Environmental Impact Report**

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Addendum No. 2 to the City of Lake Forest Sports Park and Recreation Center Final Environmental Impact Report

4.0 REPORT PREPARERS

4.1 Irvine Ranch Water District

Jo Ann Corey, Engineering Technician III

Christian Kessler, Assistant Engineer/Planner

4.2 Dudek

Lainie Herrera, Project Manager

Rachel Struglia, Principal

Tyler Friesen, GIS Analyst

Becky Golden-Harrell, Technical Editor

Amy Seals, Technical Editor

**Addendum No. 2 to the City of Lake Forest Sports Park
and Recreation Center Final Environmental Impact Report**

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Addendum No. 2 to the City of Lake Forest Sports Park and Recreation Center Final Environmental Impact Report

5.0 REFERENCES

CDC (California Department of Conservation). 2011. *Orange County Important Farmland Map 2010*. August 2011. Accessed July 30, 2012.
<ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2010/>.

California Public Resources Code, Section 21000–21177. California Environmental Quality Act (CEQA), as amended.

City of Lake Forest. 2010. *Lake Forest General Plan*. July 20, 2010. Accessed July 27, 2012.
http://www.lakeforestca.gov/depts/ds/planning/plan_docs/default.asp.

Harmsworth Associates. 2013. *Revised Report on Lake Forest Zone C Recycled Waterline Relocation Offsite Area*. January 15, 2013.

Harmsworth Associates. 2012. *Lake Forest Zone C Recycled Water Relocation Project Biological Assessment*. March 26, 2012.

ICF. 2010. *City of Lake Forest Sports Park and Recreation Center Draft Environmental Impact Report*. December 2010

**Addendum No. 2 to the City of Lake Forest Sports Park
and Recreation Center Final Environmental Impact Report**

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08
January 28, 2013
Prepared by: J. Smyth/M. Cortez
Submitted by: K. Burton
Approved by: Paul Cook

CONSENT CALENDAR

MISCELLANEOUS SEWER IMPROVEMENTS AT JAMBOREE CENTER
EXPENDITURE AUTHORIZATION

SUMMARY:

This project will construct miscellaneous improvements to provide staff improved access to maintain the existing 27-inch sewer trunk between Main Street and the I-405 freeway. Staff recommends that the Board approve an Expenditure Authorization in the amount of \$132,600 for the Miscellaneous Sewer Improvements at Jamboree Center.

BACKGROUND:

An existing 27-inch sewer trunk is located in an easement next to the Irvine Self Storage units along the San Diego Creek channel, from Main Street to the I-405 freeway. A Location Map is attached as Exhibit "A". Currently there is no clear access to the existing sewer trunk to allow IRWD to perform maintenance activities.

This project will construct two turf-block access driveways to the existing sewer: one from Main Street and one from a private road within Jamboree Center, near Coronado. Other improvements include minor grading of the planting area adjacent to the access driveways, water service, and a concrete splash pad and curb facility at an existing manhole to protect against incidental spills during sewer cleaning operations. The design of these facilities was completed in December 2012.

Construction Award:

The project was advertised on December 17, 2012 to a select bid list of nine contractors. Two contractors attended the pre-bid meeting: Paulus Engineering, Inc. (Paulus) and GCI Construction, Inc. (GCI). The bid opening was held on January 8, 2013 with bids received from Paulus, L&S Construction, Inc., Kennedy Pipeline, and GCI. Paulus is the apparent low bidder with a bid of \$92,772; the Engineer's Estimate is \$67,316. A Bid Summary is attached as Exhibit "B". The contract with Paulus is within the approval limits of the General Manager.

FISCAL IMPACTS:

Project 21122 (3775) is included in the FY 2012-13 Capital Budget. Staff requests the approval of an Expenditure Authorization to fund the construction as shown in the table below and in Exhibit "C".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
21122 (3775)	\$132,600	\$ -0-	\$132,600	\$ -0-	\$132,600	\$132,600

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, 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 reviewed by the Engineering and Operations Committee on January 17, 2013.

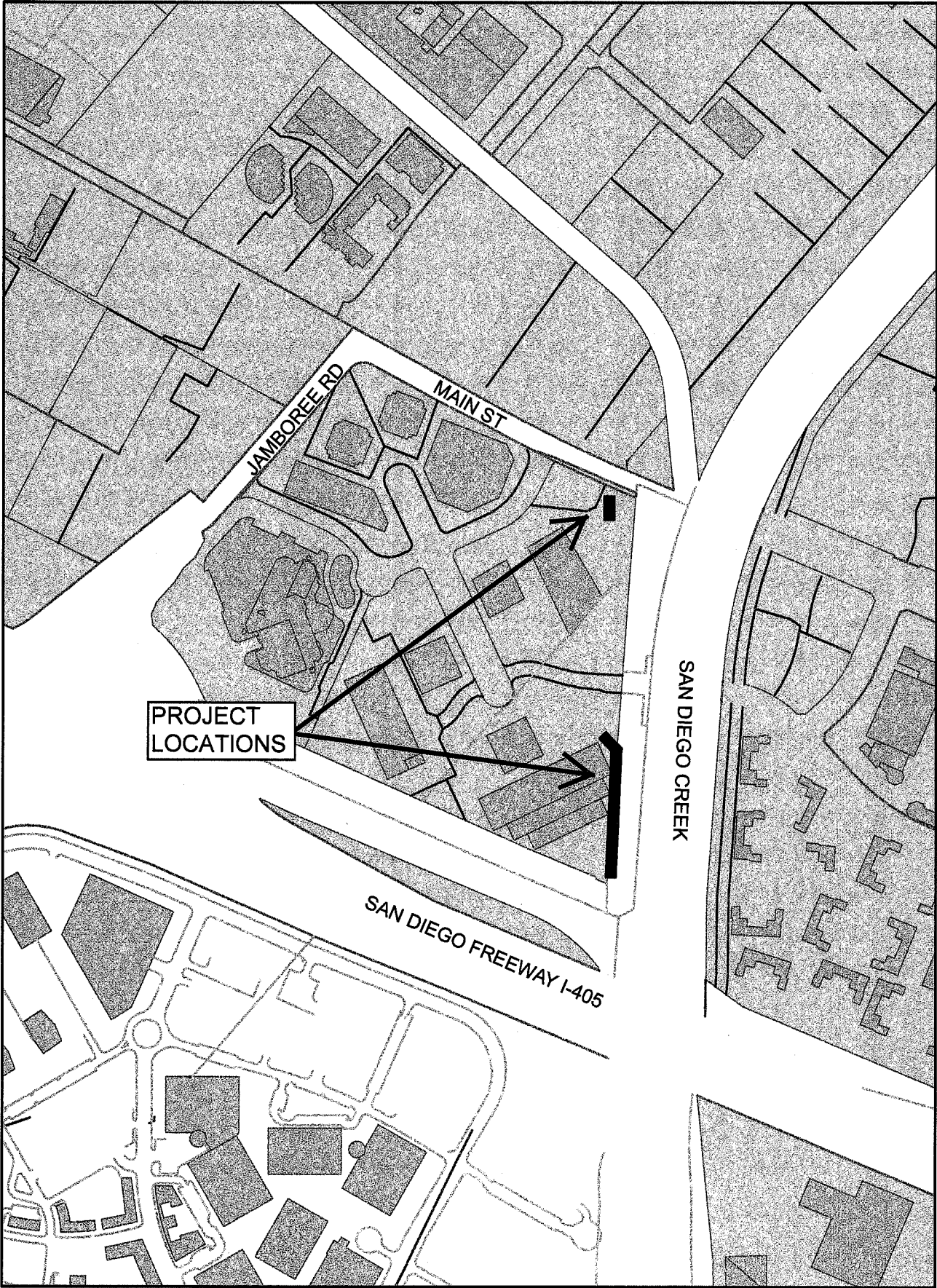
RECOMMENDATION:

THAT THE BOARD APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$132,600 FOR THE MISCELLANEOUS SEWER IMPROVEMENTS AT JAMBOREE CENTER, PROJECT 21122 (3775).

LIST OF EXHIBITS:

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

EXHIBIT A
LOCATION MAP



IRVINE RANCH WATER DIST

EXHIBIT C

Expenditure Authorization

Project Name: MISC SEWER IMPROVEMENTS AT JAMBOREE CENTER
 EPMS Project No: 21122 EA No: 1
 Oracle Project No: 3775
 Project Manager: CORTEZ, MALCOLM
 Project Engineer: CORTEZ, MALCOLM
 Request Date: January 8, 2013

ID Split: Miscellaneous

Improvement District (ID) Allocations		
ID No.	Allocation %	Source of Funds
210	100.0	CAPITAL FUND
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$132,600
Total EA Requests:	\$132,600
Previously Approved Budget:	\$132,600
Budget Adjustment Requested this EA:	\$0
Updated Budget:	\$132,600
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	0	0	0	(7,500)	7,500	0	3/12	7/12
ENGINEERING DESIGN - OUTSIDE	0	0	0	(30,000)	30,000	0	3/12	7/12
DESIGN STAFF FIELD SUPPORT	0	0	0	(1,000)	1,000	0	3/12	7/12
ENGINEERING - CA&I IRWD	7,500	0	7,500	(2,500)	10,000	7,500	8/12	6/13
ENGINEERING - CA&I OUTSIDE	12,000	0	12,000	(8,000)	20,000	12,000	8/12	6/13
CONSTRUCTION FIELD SUPPORT	1,000	0	1,000	0	1,000	1,000	8/12	6/13
CONSTRUCTION	99,000	0	99,000	49,000	50,000	99,000	8/12	6/13
LEGAL	1,000	0	1,000	0	1,000	1,000	3/12	6/13
Contingency - 10.00% Subtotal	\$12,100	\$0	\$12,100	\$0	\$12,100	\$12,100		
Subtotal (Direct Costs)	\$132,600	\$0	\$132,600	\$0	\$132,600	\$132,600		
Estimated G/A - 180.00% of direct labor*	\$15,300	\$0	\$15,300	(\$19,800)	\$35,100	\$15,300		
Total	\$147,900	\$0	\$147,900	(\$19,800)	\$167,700	\$147,900		
Direct Labor	\$8,500	\$0	\$8,500	(\$11,000)	\$19,500	\$8,500		

*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: _____

** 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 \$151,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

AS
January 28, 2013
Prepared by: J. Smyth/M. Cortez
Submitted by: K. Burton *K.B.*
Approved by: Paul Cook *PC*

CONSENT CALENDAR

THREE-YEAR DAM MONITORING AND SURVEILLANCE CONSULTANT SELECTION

SUMMARY:

The District maintains a Dam Monitoring and Surveillance program where operational data and performance reports are submitted annually to the California Division of Safety of Dams (DSOD) for each District owned/operated dam. Geotechnical engineering firms are utilized to prepare the DSOD reports. Staff recommends the Board authorize the General Manager to execute a Professional Services Agreement with URS Corporation in the amount of \$131,623 for three years of dam monitoring and surveillance services.

BACKGROUND:

The DSOD oversees dam safety in California. In accordance with DSOD requirements, as provided for in the statutes and regulations pertaining to supervision of dams and reservoirs, the District maintains a Dam Monitoring and Surveillance program. Operational data and performance reports are submitted annually to the DSOD for the five District owned/operated dams: Santiago Creek Dam, San Joaquin Dam, Rattlesnake Canyon Dam, Sand Canyon Dam and Syphon Canyon Dam. Geotechnical engineering firms are utilized to ensure the most accurate interpretation of the operational data and to prepare the DSOD report verifying the stability of each District dam. The District's current three-year contract with Genterra Consultants, Inc. (Genterra) expired on December 31, 2012.

Consultant Selection:

Staff requested proposals from five geotechnical engineering firms to provide dam monitoring and surveillance services for all five District owned dams for a period of three calendar years from 2013 through 2015. Two geotechnical firms, URS Corporation (URS) and Genterra, submitted proposals. Staff reviewed and ranked the proposals based on the consultants' team, project approach and relevant experience. As co-owner of Santiago Creek Dam, Serrano Water District also provided input into the consultant selection process and they agree with the recommended consultant. The results of the consultant evaluation process are shown in the Evaluation Matrix, attached as Exhibit "A". Staff recommends that a three-year contract for dam monitoring and surveillance services for all five dams be awarded to URS. A copy of URS's proposal is attached as Exhibit "B". URS provided this type of service for the District on four of the District's dams from 2007 to 2009 with good performance.

FISCAL IMPACTS:

Dam Monitoring and Surveillance is included in the Water Operations Department Operating Budget approved annually by the Board.

ENVIRONMENTAL COMPLIANCE:

None required.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on January 17, 2013.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION IN THE AMOUNT OF \$131,623 FOR THREE YEARS OF DAM MONITORING AND SURVEILLANCE SERVICES.

LIST OF EXHIBITS:

Exhibit "A" – Consultant Selection Evaluation Matrix
Exhibit "B" – URS Corporation Proposal

EXHIBIT "A"
DAM MONITORING CONSULTANT SELECTION MATRIX

Item	Description	Weights	URS CORPORATION	GENTERRA CONSULTANTS
A	TECHNICAL APPROACH	50%		
1	Project Understanding	40%	1	2
2	Scope of Work/Responsiveness to RFP	30%	1	2
3	Proposal Approach	30%	1	2
	<u>Weighted Score (Technical Approach)</u>		1	2
B	QUALIFICATION AND EXPERIENCE	50%		
1	Project Manager	30%	2	1
2	Project Engineer /Team	30%	1	2
3	Similar Projects	20%	1	2
4	Local Office	20%	2	1
	<u>Weighted Score (Experience)</u>		1.5	1.5
	COMBINED WEIGHTED SCORE		1.25	1.75
C	SCOPE OF WORK			
	TASK 1.			
	Data Review and Analysis			
	Task Hours		270	372
	Cost		\$ 29,559	\$ 65,700
	TASK 2.			
	Field Inspections			
	Task Hours		372	228
	Cost		\$ 46,249	\$ 34,830
	TASK 3.			
	Reports			
	Task Hours		486	417
	Cost		\$ 55,815	\$ 73,275
D	OTHER			
	Joint Venture			
	Conflict of Interest			
	Professional Liability Insurance, attached			
	General Liability Insurance, attached			
	Total Hours		1,128	1,017
	TOTAL FEE AMOUNT		\$ 131,623	\$ 173,805
	Ranking of consultants		1	2
	FORCED RANKINGS:			
	1 - Excellent			
	2 - Very Good			



December 4, 2012

Purchasing Department
Irvine Ranch Water District
3512 Michelson Drive
Irvine, CA 92612-1799

Subject: Proposal for Three-Year Monitoring and Surveillance Program for Rattlesnake Canyon, Sand Canyon, San Joaquin, Syphon Canyon, and Santiago Creek Dams for Calendar Years 2013 through 2015

Dear Mr. Cortez:

URS Corporation (URS) is pleased to submit this proposal to provide monitoring and surveillance services for Rattlesnake Canyon, Sand Canyon, San Joaquin, Syphon Canyon and Santiago Creek dams. The requested services are similar to those we provided to IRWD for Rattlesnake Canyon, Sand Canyon, San Joaquin and Santiago Creek dams, as well as to other agencies for Walnut Canyon Dam, Big Canyon Dam, and, for 34 continuous years, Lake Mission Viejo Dam. URS has familiarity with the features of all five of IRWD's dams. Current URS staff provided monitoring and surveillance services for four of IRWD's dams that are substantially the same as those sought by the present RFP, were involved in a pre-acquisition review of Syphon Canyon Dam, and were involved in stability analyses and design and construction projects for Sand Canyon and San Joaquin dams. As a result, we are confident that we can perform the requested monitoring and surveillance services in an efficient manner while fully satisfying IRWD and California Division of Safety of Dams' requirements and expectations.

We are very pleased to have this opportunity to propose to provide dam monitoring and surveillance services to the IRWD, particularly for facilities with which we have previous successful experience. We are also pleased to be able to propose the same Project Manager, Michael Luebbbers, PE, GE for this project as managed URS' services for the 2007-2009 IRWD dam monitoring and surveillance and the pre-acquisition review of Syphon Canyon Dam, and who has been involved in some of URS' older projects for the IRWD. We at URS will strive to provide exceptional client service and technical experience to fulfill your expectations. We look forward to the opportunity to continue working with you.

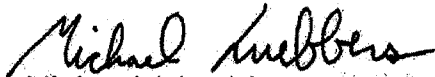
URS Corporation
2020 East First Street, Suite 400
Santa Ana, CA 92705
Tel: 714.835.8886
Fax: 714.867.7147
www.urscorp.com



Should you have any questions or comments regarding our proposal, or wish to set up an interview with our proposed project team, please contact our proposed Project Manager, Michael Luebbers, at 714-648-2780.

Sincerely,

URS CORPORATION


Michael J. Luebbers, PE, GE
Principal Engineer


Tariq Hussein, PE
Vice President

A. SCOPE OF SERVICES

URS is pleased to present this proposal to the Irvine Ranch Water District (IRWD) to provide performance monitoring and surveillance services for Rattlesnake Canyon, Sand Canyon, San Joaquin, Syphon Canyon, and Santiago Creek Dams for the 3-year period from January 1, 2013 to December 31, 2015. The requested services are similar to those we provided IRWD for Rattlesnake Canyon, Sand Canyon, San Joaquin, and Santiago Creek dams for the 3-year period from January 1, 2007 to December 31, 2009, as well as for Walnut Canyon Dam, Big Canyon Dam, and, for 34 continuous years, Lake Mission Viejo Dam. URS has familiarity with the features of all five of IRWD's dams, as URS has performed monitoring and surveillance services that are substantially the same as those sought by the current RFP for four of IRWD's dams, was involved in a pre-acquisition review of Syphon Canyon Dam, was previously involved in stability analyses and design and construction projects for Sand Canyon and San Joaquin dams, and recently completed an investigation of the activity of a fault mapped through the Santiago Creek Dam foundation. As a result, we are confident that we can perform the requested monitoring and surveillance services in an efficient manner while fully satisfying IRWD and DSOD' requirements and expectations.

PROJECT DESCRIPTION

Rattlesnake Canyon, Sand Canyon, San Joaquin, Syphon Canyon, and Santiago Creek Dams are earthfill embankments, the first four of which provide seasonal storage capacity as part of IRWD's reclaimed water system operations, and the fifth, which is jointly owned and operated with the Serrano Water District, is used to store untreated water. All the reservoirs except San Joaquin also store local runoff. Pertinent statistics for these four facilities, per DSOD records, are as follows:

Dam Name	Rattlesnake Canyon	Sand Canyon	San Joaquin	Syphon Canyon	Santiago Creek
State Dam No.	1029-003	1029-002	1029-000	1029-004	75-000
Year Completed	1959	1942	1966	1949	1933
Structural Height (ft, meas. from d/s toe)	79	58	224	59	136
Crest Length (ft)	980	861	873	843	1425
Crest El. (ft)	418	202	476	385	810
Total Freeboard (ft)	6	8.5	5.5	7	20
Storage Capacity (acre-ft)	1,480	960	3,036	500	25,000

We have divided the scope of work described in the RFP into four tasks as follows:

Task 1 - Instrumentation Data Reduction, Evaluation and Reporting

Task 2 - Dam Surveillance (Inspections)

Task 3 - Annual and Semiannual Reports

Task 4 - Optional Emergency Reviews and Other Out-of-Scope Services

The following paragraphs include more details of our understanding of the requested scope of work and our proposed approach to completing the work.

TASK 1 - INSTRUMENTATION DATA REDUCTION, EVALUATION AND REPORTING

According to the RFP, IRWD will collect:

- ◆ Water surface elevations on a daily basis for each reservoir.
- ◆ Instrumentation data on a semimonthly basis for Santiago Creek Dam and on a monthly basis for the other four dams. The instrumentation data consist of measurements from piezometers, monitoring wells, and seepage monitoring stations.
- ◆ Monthly photographs of the organic silt that is carried into the East and West Drains at San Joaquin Dam.
- ◆ Annual survey of surface monuments (typically by a surveyor contracted with IRWD).

IRWD plans to transmit the instrumentation data and water surface elevation monthly to the consultant, while the surface monument measurements will be transmitted annually. In the past IRWD has provided the instrumentation and reservoir level data in an Excel workbook ("spreadsheet"); the survey data were typically provided in handwritten form. We assume these practices will continue or that all the data will be provided in a spreadsheet.

As outlined in the RFP, URS proposes to process¹ and evaluate the data within five working days following receipt. We view this as an important commitment as

¹ By process we mean reduce, tabulate, and plot the data. "Reduce" means to manipulate the raw field data to put them into form that are more meaningful for evaluation of performance trends (e.g., reducing "depth to water surface" measured in

Instrumentation data are worthless if they are not reviewed. We will use a spreadsheet of the readings and the reduced data as we did for the IRWD 2007-09 monitoring contract. The readings and reduced data will be displayed in tabular format and the reduced data will also be displayed on plots. URS' workbook will be linked to IRWD's spreadsheet. The spreadsheet will also contain plots to display the data. Since piezometric levels and seepage are often related to reservoir level, the water surface elevation will be plotted on the same plots as the instrumentation data, which is necessary for assessing trends, revealing potential unsafe conditions, and spotting suspect data (bad readings or incorrect data transcription). The tabular data and plots will be formatted in such manner as to be suitable for inclusion in the reports described in Task 3. A separate spreadsheet will be maintained for each facility. After we have processed and evaluated the data, URS will e-mail the updated spreadsheets, complete with data tables and plots, to IRWD's project team with comments on significant changes in data trends on a monthly basis. E-mail messages will generally concern only a single facility to facilitate filing.

An instrumentation monitoring program has been maintained for at least the past 10 years for each dam with the exception of San Joaquin Dam, whose reservoir was empty from about 1995 through December 27, 2004. For four of the dams, the older data was assembled into a usable form in the spreadsheets that URS created for the IRWD 2007-09 monitoring contract. We assume that the current consultant has continued to maintain these spreadsheets or has created alternative spreadsheets that can be used for 2013-15. In addition, we assume that a spreadsheet has been created for all instrumentation data related to Syphon Canyon Dam.

We further assume that IRWD will make available previous inspection reports by IRWD and DSOD, previous reports and/or drawings that provide the as-built profile and typical cross sections of the embankments, foundation and abutment treatments, and locations and depths of the monitoring instrumentation of interest to the extent that this information is not already available in URS' files. The main items would be monitoring and surveillance records for 2010-2012. Familiarity with these aspects of the constructed dams is necessary to make a reasonable interpretation of instrumentation data and to evaluate project performance and safety.

standpipe piezometers to "piezometric elevation"), expressing the data in the proper units, and displaying it in tables and plots.

TASK 2 - DAM SURVEILLANCE (INSPECTIONS)

During each of the three calendar years of this contract (2013, 2014 and 2015), URS will perform quarterly field inspections of Santiago Creek Dam and semiannual field inspections of each of the four other facilities. The inspections will typically be performed by the Project Manager (refer to Part B, *Project Team*, of this proposal), who is a registered geotechnical engineer with extensive experience with earthfill dams and reservoirs.

The inspections will include the dam embankments, embankment abutments, spillway, outlet works, instrumentation, and the downstream area with the thoroughness expected for continued safe reservoir storage. The inspections will not cover factors such as access roads, reservoir water quality, caretaker residences, storage buildings and offsite developments. Our inspections will include specific checks for dam crest alignment, cracking, erosion, seepage, leakage, evidence of embankment and abutment instability, undesirable plant growth, burrowing animals, and other factors. At least one of the inspections of each facility will be in the company of a DSOD inspector. It is assumed that periodic DSOD inspections will include exercising of the outlet valves at each facility, but we do not anticipate the need to exercise the valves during non-DSOD inspections. Appendix A provides a sample of a visual inspection checklist utilized by URS for embankment dam projects. The checklist is consistent with DSOD's inspection guidelines. However, URS' checklist has the additional feature that it can be readily customized to include specific features for a specific dam, which we will do for the IRWD dams based on the information obtained in Task 1.

Our inspections will provide relatively independent "snapshots" of the condition of the dam and appurtenant facilities on the date of the inspection. However, in order to relate current conditions to conditions that may have been observed when the reservoir surface elevations were different, it will be necessary to review previous inspection reports, including those prepared by DSOD inspectors, IRWD staff, and/or others along with the previous instrumentation data (see Task 1). Because URS has provided the surveillance and monitoring services to IRWD for 2007 through 2009 for four of the facilities and reviewed quite a few available documents for the Syphon Canyon Dam in 2009, URS already has extensive knowledge of all the facilities, which will enable URS to provide better service than would be possible if we were unfamiliar with recent conditions.

TASK 3 - ANNUAL AND SEMIANNUAL REPORTS

URS proposes to prepare annual and semiannual reports that summarize our services and make recommendations concerning dam safety. Individual reports would be prepared for each facility (Rattlesnake Canyon, Sand Canyon, San Joaquin, Syphon Canyon, and Santiago Creek dams), for a total of five annual reports and five semiannual reports for each of the three years of the contract.

Annual Reports

The annual reports will include:

- ◆ The findings from the work completed in Tasks 1 and 2
- ◆ Tabulations and plots of the instrumentation data for the current year and previous 9 years (i.e., a 10-year record).
- ◆ Location plans and sections of each dam showing major features, including the locations of piezometers, monitoring wells, seepage monitoring points, and surface crest monuments.
- ◆ Field inspection observations and photographs that document conditions, especially potential safety issues.
- ◆ Background information concerning the facility that may be helpful to understanding its current condition.
- ◆ Conclusions concerning the information collected and recommendations for changes to IRWD's surveillance program or for remedial work to improve dam safety.

The report will be prepared by URS in a form acceptable to IRWD and DSOD, as well as meeting the requirements of the "Statutes and Regulations Pertaining to Supervision of Dams and Reservoirs" and any other applicable federal, state, or local codes.

We will submit six printed copies and a searchable Adobe Acrobat PDF file of the draft of each of the annual reports for IRWD's review within six weeks following the end of each calendar year (i.e., mid-February). We will submit eight printed copies and a searchable Adobe Acrobat pdf file of each of the final reports following comment incorporation. Based on our past experience on the 2007-2009 contract, the comments are minor and can be incorporated in about one week. It is understood that IRWD will distribute the final reports to DSOD.

Semiannual Reports

Halfway through the calendar year (end of June), URS will review the instrumentation and dam inspection information obtained in previous 6-month period and provide IRWD with comments relative to the safety of each dam and any corrective measures requiring IRWD's attention in a report for each facility. The reports will be submitted within six weeks following the end of the six-month period, i.e., by mid-August. Based on the RFP requirements, drafts will be submitted for the annual reports, but not for the semiannual reports.

Electronic Files

Upon completion of the job or at such other times as requested by IRWD, URS will provide electronic files generated for the contract. As mentioned above, and following our practice on the 2007-2009 contract, the Excel workbooks with the instrumentation data and plots will be sent monthly to IRWD in an e-mail message, together with our comments on the data.

TASK 4 - OPTIONAL EMERGENCY REVIEWS AND OTHER OUT-OF-SCOPE SERVICES

URS' project personnel are available to assist IRWD with emergency review and other services for Rattlesnake Canyon, Sand Canyon, San Joaquin, Syphon Canyon and Santiago Creek dams on an hourly (time and materials) basis. The dam sites are located less than 30 minutes from our offices near the East First Street entrance to Interstate 5 in Santa Ana, or from at least one of the residences of the key members of our project team (see Section 2), barring extraordinary traffic delays.

**MONITORING AND SURVEILLANCE SERVICES FOR RATTLESNAKE CANYON,
SAND CANYON, SAN JOAQUIN AND SANTIAGO CREEK DAMS**

COST BREAKDOWN BY YEAR AND DAM

Dam	2013	2014	2015	2013-15 Total
Rattlesnake Canyon	\$7,782	\$7,937	\$8,093	\$23,812
Sand Canyon	\$7,782	\$7,937	\$8,093	\$23,812
San Joaquin	\$7,782	\$7,937	\$8,093	\$23,812
Syphon Canyon Dam	\$7,782	\$7,937	\$8,093	\$23,812
Santiago Creek*	\$11,888	\$12,125	\$12,362	\$36,376
All Five Facilities	\$43,016	\$43,874	\$44,733	\$131,623

NOTES

1. If IRWD requests URS to perform services that are outside the scope of Tasks 1, 2 and 3, they will be considered part of optional Task 4 and will be provided on a time and materials basis in accordance with an approved IRWD Variance.
 2. Some rounding may result since only whole dollar amounts are displayed.
- * The costs are slightly higher for the Santiago Creek Dam mainly due to the requirement for quarterly field inspections, while the other facilities require only semiannual field inspections.

**MONITORING AND SURVEILLANCE PROGRAM FOR RATTLESNAKE CANYON,
SAND CANYON, SAN JOAQUIN, SYPHON CANYON AND SANTIAGO CREEK DAMS, 2013-15
SUMMARY FOR TASKS 1 THROUGH 3
YEAR 2013**

COST ESTIMATE:

LABOR CLASSIFICATION	Avg. Rate \$/hr	Hours	Extension \$
Project Manager, M. Luebbers	150.00	158	23,700
Project Reviewer, M. Smith	185.00	10	1,850
<i>% Total Task Time for M. Luebbers and M. Smith:</i>			<i>55%</i>
Senior Geologist, C. Goetz	145.00	0	0
Project Professional	100.00	0	0
Senior Staff Professional	86.00	181	15,566
Staff Professional	70.00	0	0
Sr. Drafter / Illustrator / GIS or CAD Technician	87.00	0	0
Drafter/Illustrator/GIS/CAD Tech/Proj Administrator	75.00	12	900
Word Processor / Clerical	60.00	15	900
SUBTOTAL - Labor		304	\$ 42,916

Other Direct Costs:

DESCRIPTION	Unit Rate \$	Quantity	Extension \$
URS-owned and operated vehicle (per day)	85.00	0	0
Personal vehicle mileage (per mile)	0.555	180	100
Reproduction (mixed color and black & white)	See fee schedule	0	0
SUBTOTAL - Other Direct Costs			\$ 100

TOTAL TASK 1 - 3 NOT-TO-EXCEED COSTS

\$ 43,016

**MONITORING AND SURVEILLANCE PROGRAM FOR RATTLESNAKE CANYON,
SAND CANYON, SAN JOAQUIN, SYPHON CANYON AND SANTIAGO CREEK DAMS, 2013-15
SUMMARY FOR TASKS 1 THROUGH 3
YEAR 2014**

COST ESTIMATE:

LABOR CLASSIFICATION	Avg. Rate \$/hr	Hours	Extension \$
Project Manager, M. Luebbers	153.00	158	24,174
Project Reviewer, M. Smith	188.70	10	1,887
<i>% Total Task Time for M. Luebbers and M. Smith:</i>			55%
Senior Geologist, C. Goetz	147.90	0	0
Project Professional	102.00	0	0
Senior Staff Professional	87.72	181	15,877
Staff Professional	71.40	0	0
Sr. Drafter / Illustrator / GIS or CAD Technician	88.74	0	0
Drafter/Illustrator/GIS/CAD Tech/Proj Administrator	76.50	12	918
Word Processor / Clerical	61.20	15	918
SUBTOTAL - Labor		304	\$ 43,774

Other Direct Costs:

DESCRIPTION	Unit Rate \$	Quantity	Extension \$
URS-owned and operated vehicle (per day)	85.00	0	0
Personal vehicle mileage (per mile)	0.555	180	100
Reproduction (mixed color and black & white)	See fee schedule	0	0
SUBTOTAL - Other Direct Costs			\$ 100

TOTAL TASK 1 - 3 NOT-TO-EXCEED COSTS

\$ 43,874

**MONITORING AND SURVEILLANCE PROGRAM FOR RATTLESNAKE CANYON,
SAND CANYON, SAN JOAQUIN, SYPHON CANYON AND SANTIAGO CREEK DAMS, 2013-15
SUMMARY FOR TASKS 1 THROUGH 3
YEAR 2015**

COST ESTIMATE:

LABOR CLASSIFICATION	Avg. Rate \$/hr	Hours	Extension \$
Project Manager, M. Luebbers	156.00	158	24,648
Project Reviewer, M. Smith	192.40	10	1,924
<i>% Total Task Time for M. Luebbers and M. Smith:</i>			<i>55%</i>
Senior Geologist, C. Goetz	150.80	0	0
Project Professional	104.00	0	0
Senior Staff Professional	89.44	181	16,189
Staff Professional	72.80	0	0
Sr. Drafter / Illustrator / GIS or CAD Technician	90.48	0	0
Drafter/Illustrator/GIS/CAD Tech/Proj Administrator	78.00	12	936
Word Processor / Clerical	62.40	15	936
SUBTOTAL - Labor		304	\$ 44,633

Other Direct Costs:

DESCRIPTION	Unit Rate \$	Quantity	Extension \$
URS-owned and operated vehicle (per day)	85.00	0	0
Personal vehicle mileage (per mile)	0.555	180	100
Reproduction (mixed color and black & white)	See fee schedule	0	0
SUBTOTAL - Other Direct Costs			\$ 100

TOTAL TASK 1 - 3 NOT-TO-EXCEED COSTS

\$ 44,733

January 28, 2013

Prepared by: J. Corey

Submitted by: P. Weghorst / G. Heiertz

Approved by: Paul Cook

CONSENT CALENDAR

SYPHON RESERVOIR INTERIM FACILITIES PROJECT FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

SUMMARY:

The Syphon Reservoir Interim Facilities Project will allow Irvine Ranch Water District (IRWD) to use the existing Syphon Reservoir for recycled water storage on an interim basis until the proposed expansion project can be constructed. A Final Initial Study/Mitigated Negative Declaration (Final IS/MND) has been prepared for the project. Staff recommends that the Board adopt the Final IS/MND and approve the Project.

BACKGROUND:

Syphon Reservoir was constructed in 1949 by The Irvine Company (TIC) and used for agricultural irrigation water storage. IRWD purchased the reservoir from TIC in January 2010 with the intention of utilizing this facility to store recycled water produced during the winter months for use in high demand periods in the summer. IRWD is in the process of studying the feasibility of expanding the reservoir to accommodate IRWD's recycled water storage needs.

IRWD intends to utilize the existing reservoir for recycled water storage on an interim basis until the expansion project can be constructed. The interim project facility designs are complete to deliver recycled water to and from the reservoir. The recycled water would be used for a range of purposes within IRWD's service area, including landscape irrigation, agricultural irrigation, commercial uses, and industrial uses.

A Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND) for the Syphon Reservoir Interim Facilities Project was circulated for public review pursuant to the California Environmental Quality Act (CEQA) and five comment letters were received. The agencies that provided comments were the California Department of Transportation, City of Irvine, California Department of Fish and Wildlife, California Native American Heritage Commission and the United States Fish and Wildlife Service. The comments received were minor in nature and the Draft IS/MND was modified to include the received comments and responses that were prepared by environmental consultants at Dudek and IRWD staff. The Final IS/MND is attached as Exhibit "A".

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA) and in conformance with California Code of Regulations Title 14, Chapter 3, Article 6, a Notice of Intent to adopt a Mitigated Negative Declaration was filed with the County of Orange on December 14, 2012.

Pursuant to State Guideline § 15073, the Draft IS/MND was made available for public review for a period of 30 days beginning December 14, 2012 and concluded January 14, 2013.

COMMITTEE STATUS:


This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD FIND ON THE BASIS OF THE WHOLE RECORD BEFORE IT (INCLUDING THE INITIAL STUDY AND THE COMMENTS RECEIVED), THAT THERE IS NO SUBSTANTIAL EVIDENCE THAT THE SYPHON RESERVOIR INTERIM FACILITIES PROJECT WILL HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AND THAT THE NEGATIVE DECLARATION REFLECTS IRWD'S INDEPENDENT JUDGMENT AND ANALYSIS; ADOPT THE PROPOSED MITIGATED NEGATIVE DECLARATION FOR THE SYPHON RESERVOIR INTERIM FACILITIES PROJECT AND MITIGATION MONITORING AND REPORTING PROGRAM INCORPORATED WITHIN THE MITIGATED NEGATIVE DECLARATION AND APPROVE THE PROJECT; AND DIRECT STAFF TO POST AND FILE A NOTICE OF DETERMINATION AND SUBMIT PAYMENT FOR THE CALIFORNIA DEPARTMENT OF FISH AND GAME FILING FEE.

LIST OF EXHIBITS:

Exhibit "A" – Final Syphon Reservoir Interim Facilities Project Initial Study/Mitigated Negative Declaration.

DS
January 28, 2013
Prepared by: H. Cho/M. Cortez
Submitted by: K. Burton (KLB)
Approved by: Paul Cook 

ACTION CALENDAR

SYPHON RESERVOIR INTERIM FACILITIES AND PIPELINE IMPROVEMENTS CONSTRUCTION AWARD

SUMMARY:

The Syphon Reservoir Interim Facilities and Pipeline Improvements Project will construct a filtration system, chlorination system, and pipeline improvements to connect Syphon Reservoir to the recycled water system. Staff recommends that the Board:

- Authorize a budget increase for Project 30374 in the amount of \$1,017,400 from \$1,399,800 to \$2,417,200;
- Approve an Expenditure Authorization in the amount of \$1,817,600 for Project 30374; and
- Authorize the General Manager to execute a construction contract with Paulus Engineering, Inc. in the amount of \$1,529,800.

BACKGROUND:

IRWD purchased Syphon Reservoir from The Irvine Company in 2010 to provide additional recycled water storage. A site location map is attached as Exhibit "A". While the long term storage capacity of the reservoir is being determined, the Syphon Reservoir Interim Facilities Project will construct a filtration system, chlorination system, and pipeline improvements to connect Syphon Reservoir to the Zone A System, and the Syphon Reservoir Pipeline Improvements Project will extend the existing 36-inch Zone A pipeline in Portola Parkway across the Crean Lutheran High School (Crean) property adjacent to Syphon Reservoir to connect to the Interim Facilities. A 48-inch storm drain and a 4-inch domestic water pipe will also be constructed across the Crean property as part of the Pipeline Improvements.

In April 2012, URS Corporation was selected to provide design services for the Syphon Reservoir Interim Facilities Project. Hunsaker and Associates was retained to provide design services for the Syphon Pipelines through the Crean Property under the terms of an existing Planning Area 9B Supplemental Reimbursement Agreement with ICDC. In December 2012, URS Corporation and Hunsaker & Associates completed the two designs.

Construction Award:

The project was advertised on January 3, 2013 to a select list of 27 contractors. The bid opening was held on January 22, 2013 with bids received from Paulus Engineering, Inc. and Vido Artukovich & Son, Inc. Paulus Engineering, Inc. is the apparent low bidder with a bid amount of \$1,529,800. The engineer's estimate was \$1,305,310. The bid summary is attached as Exhibit "B".

FISCAL IMPACTS:

Project 30374 (3729) is included in the FY 2012-13 Capital Budget. Staff requests a budget increase and Expenditure Authorization to fund the construction project as shown in the table below and in Exhibit "C".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
30374 (3729)	\$1,399,800	\$1,017,400	\$2,417,200	\$599,600	\$1,817,600	\$2,417,200

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA) and in conformance of California Code of Regulations Title 14, Chapter 3, Article 6, a Notice of Intent to adopt a Mitigated Negative Declaration was filed with the County of Orange on December 15, 2012. Pursuant to State Guideline §15073, the IS/MND was made available for public review for a period of 30 days beginning December 15, 2012 and concluded January 14, 2013. The Mitigated Negative Declaration is scheduled for adoption by the Irvine Ranch Water District Board of Directors on January 28, 2013.

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD AUTHORIZE A BUDGET INCREASE FOR PROJECT 30374 (3729) IN THE AMOUNT OF \$1,017,400 FROM \$1,399,800 TO \$2,417,200; APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$1,817,600 FOR PROJECT 30374 (3729); AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH PAULUS ENGINEERING, INC. IN THE AMOUNT OF \$1,529,800 FOR THE SYPHON RESERVOIR INTERIM FACILITIES AND PIPELINE IMPROVEMENTS, PROJECT 30374 (3729).

LIST OF EXHIBITS:

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

EXHIBIT "A"

Syphon Reservoir



EXHIBIT "B"

Bid Opening: Tuesday, January 22, 2013 @ 2:00 p.m.

Irvine Ranch Water District Bid Summary For
Syphon Reservoir Interim Improvements and
Pipeline Improvements
PR 30374 (3729)

Entered By: J.K. Irey

Item No.	Description			Engineer's Estimate		1 Paulus Engineering Anaheim, CA		2 Vido Artukovich & Son So El Monte, CA	
		Qty	Unit	Unit	Total	Unit	Total	Unit	Total
				Price	Amount	Price	Amount	Price	Amount
1	Mobilization, Demobilization and Clean-up	1	LS	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$80,000.00	\$80,000.00
	<u>SYPHON RESERVOIR INTERIM FACILITIES</u>								
2	Construct Site Work	1	LS	\$125,000.00	\$125,000.00	\$70,000.00	\$70,000.00	\$125,000.00	\$125,000.00
3	Furnish and Install Yard Piping, Mechanical Piping, Valving and Appurtenances	1	LS	\$238,000.00	\$238,000.00	\$366,000.00	\$366,000.00	\$150,000.00	\$150,000.00
4	Install District-Supplied Automatic Strainers	1	LS	\$6,000.00	\$6,000.00	\$14,000.00	\$14,000.00	\$30,000.00	\$30,000.00
5	Furnish and Install Compressed Air System and Backwash Forcemain	1	LS	\$60,000.00	\$60,000.00	\$62,000.00	\$62,000.00	\$100,000.00	\$100,000.00
6	Furnish and Install Backwash Water Supply Pump	1	LS	\$40,000.00	\$40,000.00	\$15,350.00	\$15,350.00	\$70,000.00	\$70,000.00
7	Furnish and Install Backwash Lift Station	1	LS	\$81,000.00	\$81,000.00	\$103,000.00	\$103,000.00	\$40,000.00	\$40,000.00
8	Furnish and Install Sodium Hypochlorite Disinfection System	1	LS	\$173,000.00	\$173,000.00	\$107,000.00	\$107,000.00	\$100,000.00	\$100,000.00
9	Furnish and Install All Electrical Facilities	1	LS	\$122,000.00	\$122,000.00	\$204,000.00	\$204,000.00	\$285,000.00	\$285,000.00
10	Furnish and Install Controls and Instrumentation Equipment	1	LS	\$117,000.00	\$117,000.00	\$118,000.00	\$118,000.00	\$170,000.00	\$170,000.00
	<u>SYPHON RESERVOIR PIPELINE IMPROVEMENTS</u>								
11	36" CML&CSP, MIN. THK. 0.25", 36 KSI, 250 PSI WORKING PRESSURE. WELD ALL CML&CSP JOINTS. CONSTRUCT CML&C JOINTS PER IRWD STD. DWG. W-20. TRENCH SECTION & BEDDING PER IRWD STD. DWG. W-17 (PIPE HAS BEEN PRE-PURCHASED BY IRWD).	622	LF	\$100.00	\$62,200.00	\$285.00	\$177,270.00	\$525.00	\$326,550.00
12	INSTALL 36" CML&CSP 65.0° BEND PER AWWA C-208 (PRE-PURCHASED BY IRWD).	1	LS	\$750.00	\$750.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
13	INSTALL 36" CML&CSP 47.75° BEND PER AWWA C-208 (PRE-PURCHASED BY IRWD).	1	LS	\$750.00	\$750.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
14	INSTALL 36" CML&CSP 13.5° BEND PER AWWA C-208 (PRE-PURCHASED BY IRWD).	1	LS	\$750.00	\$750.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00
15	INSTALL 36" CML&CSP BULKHEAD W/ 4" & 12" NOZZEL PER DETAIL ON PLAN	1	LS	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
16	INSTALL 12" BUTTERFLY VALVE, CL 250B, FLG'D, W/ VALVE BOX PER IRWD STD. DWG. W-22	1	LS	\$3,450.00	\$3,450.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
17	INSTALL 12" CML&CSP SPOOL (1' MIN), FLG'D, W/ 12" BLIND FLANGE	1	LS	\$3,250.00	\$3,250.00	\$1,480.00	\$1,480.00	\$3,500.00	\$3,500.00
18	INSTALL 12" BLOWOFF/BOTTOM DRAIN ASSEMBLY PER IRWD STD. DWG. W-14	1	LS	\$3,750.00	\$3,750.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
19	INSTALL 2 WIRE CP TEST STATION PER IRWD STD. DWG. CP-1	1	LS	\$2,250.00	\$2,250.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00
20	REMOVE BULKHEAD AND JOIN EXISTING 36" CML&CSP RECYCLED WATER LINE COLD TAP EXISTING 30" CML&CSP DOMESTIC WATER LINE. INSTALL 4" WELD-ON FLG'D CML&C NOZZEL, MIN. THK. 0.25", WITH COLLAR REINFORCEMENT PER IRWD STD. SPECIFICATIONS, AWWA M11 MANUAL & DETAIL ON PLAN	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
21	INSTALL 4" GATE VALVE, CL 150, FLG'D, W/ VALVE BOX PER IRWD STD. DWG. W-22	1	LS	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
22	INSTALL 4" D.I. FEXPO ADAPTER	1	LS	\$265.00	\$265.00	\$500.00	\$500.00	\$250.00	\$250.00
23	INSTALL 4" 11.25" D.I. BEND, PO&PO, W/ THRUST BLOCK PER IRWD STD. DWG. W-16	5	EA	\$285.00	\$1,425.00	\$500.00	\$2,500.00	\$300.00	\$1,500.00
24	INSTALL 2" FLUSH-OUT ASSEMBLY PER IRWD STD. DWG. W-13	1	LS	\$2,100.00	\$2,100.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
25	INSTALL TEMPORARY FLUSH-OUT ASSEMBLY PER IRWD STD. DWG. W-12	1	LS	\$950.00	\$950.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
26	INSTALL 48" R.C.P. (SEE PROFILE FOR D-LOAD) W/ BEDDING AND BACKFILL PER CITY OF IRVINE STD. PLAN NO. 318	576	LF	\$185.00	\$106,560.00	\$170.00	\$97,920.00	\$585.00	\$336,960.00
27	CONST. J.S. NO. II PER CITY OF IRVINE STD. PLAN NO. 307	1	LS	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00
28	CONST. J.S. TYPE V PER RDMD STD. PLAN 1314	1	LS	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00

Bid Opening: Tuesday, January 22, 2013 @ 2:00 p.m.

Irvine Ranch Water District Bid Summary For
 Syphon Reservoir Interim Improvements and
 Pipeline Improvements
 PR 30374 (3729)

Entered By: J.K. Irey

Item No.	Description	Engineer's Estimate		1 Paulus Engineering Anaheim, CA		2 Vido Artukovich & Son So El Monte, CA		
		Unit	Total	Unit	Total	Unit	Total	
		Qty	Unit Price	Amount	Price	Amount	Price	Amount
					Manufacturers:		Manufacturers:	
					Horizontal End Suction Pump and Motor: Goulds	Horizontal End Suction Pump and Motor: Ebara Pumps		
					Butterfly Valves: Pratt	Butterfly Valves: Pratt		
					Gate Valves: M&H	Gate Valves: Pratt		
					Check Valves: Prat	Check Valves: Prat		
					Air Compressor: Kaeser	Air Compressor: None Listed		
					Steel Pipe and Fittings: Southland	Steel Pipe and Fittings: West Coast		
					Flow Meter: ABA	Flow Meter: Wells Supply		
					Sodium Hypochlorite Disinfection System: Core Kosion	Sodium Hypochlorite Disinfection System: Wells Supply		
					Electric Actuator: Rotorous	Electric Actuator: Pratt		
					Control Panels: Nema	Control Panels: Routel Utilities		
					Subcontractors:		Subcontractors:	
					CMB Construction: Structures/Concrete	Leed Electric: Electric & Instrumentation		
					United Fence Erectors: Fence	Robt Longway Inc.: Concrete Structures		
					Beard Electric: Electrical	Deans Welding: Welding		

EXHIBIT "C"

IRVINE RANCH WATER DISTRICT

Expenditure Authorization

Project Name: SYPHON RESERVOIR INTERIM IMPROVEMENTS
EPMS Project No: 30374 **EA No:** 4
Oracle Project No: 3729
Project Manager: CORTEZ, MALCOLM
Project Engineer: CHO, HARRY
Request Date: January 22, 2013

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

Improvement District (ID) Allocations

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

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$599,600
This Request:	\$1,817,600
Total EA Requests:	\$2,417,200
Previously Approved Budget:	\$1,399,800
Budget Adjustment Requested this EA:	\$1,017,400
Updated Budget:	\$2,417,200
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	(10,000)	50,000	40,000	(10,000)	50,000	40,000	5/12	1/13
ENGINEERING DESIGN - OUTSIDE	25,000	225,000	250,000	25,000	225,000	250,000	5/12	1/13
DESIGN STAFF FIELD SUPPORT	(5,000)	10,000	5,000	(5,000)	10,000	5,000	5/12	1/13
ENGINEERING - CA&I IRWD	50,000	0	50,000	0	50,000	50,000	2/13	8/13
ENGINEERING - CA&I OUTSIDE	40,000	0	40,000	4,000	36,000	40,000	2/13	8/13
CONSTRUCTION FIELD SUPPORT	5,000	0	5,000	0	5,000	5,000	2/13	8/13
CONSTRUCTION	1,600,000	270,000	1,870,000	955,000	915,000	1,870,000	2/13	8/13
LEGAL	0	2,000	2,000	0	2,000	2,000	5/12	8/13
ENGINEERING ENVIRONMENTAL-OUTS	26,000	14,000	40,000	0	40,000	40,000	5/12	1/13
Contingency - 5.00% Subtotal	\$86,600	\$28,600	\$115,200	\$48,400	\$66,800	\$115,200		
Subtotal (Direct Costs)	\$1,817,600	\$599,600	\$2,417,200	\$1,017,400	\$1,399,800	\$2,417,200		
Estimated G/A - 180.00% of direct labor*	\$72,000	\$108,000	\$180,000	(\$27,000)	\$207,000	\$180,000		
Total	\$1,889,600	\$707,600	\$2,597,200	\$990,400	\$1,606,800	\$2,597,200		
Direct Labor	\$40,000	\$60,000	\$100,000	(\$15,000)	\$115,000	\$100,000		

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

EA Originator: _____

[Signature]

1/23/13

Department Director: _____


[Signature]

1/23/13

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 \$2,650,000. 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.

JK
January 28, 2013
Prepared by: J. Smyth / M. Cortez
Submitted by: K. Burton (K.B.)
Approved by: Paul Cook 

ACTION CALENDAR

PORTOLA HILLS SEWER LIFT STATION ABANDONMENT AND GRAVITY SEWER CONSTRUCTION AWARD

SUMMARY:

The Portola Hills Sewage Lift Station Abandonment and Gravity Sewer Project will abandon the existing Portola Hills Sewage Lift Station (PHSLS) and redirect wastewater to the Michelson Water Recycling Plant (MWRP) through a new gravity sewer segment within Glenn Ranch Road. Staff recommends that the Board:

- Approve an Expenditure Authorization in the amount of \$1,441,000 for Project 20224; and
- Authorize the General Manager to execute a construction contract with Paulus Engineering, Inc. in the amount of \$1,149,197 for the Portola Hills Sewage Lift Station Abandonment and Gravity Sewer.

BACKGROUND:

The PHSLS is located on the southwest corner of the street intersection of Glenn and Saddleback Ranch Roads (as shown in Exhibit "A"), and was constructed in 1989 as a temporary facility to serve the Portola Hills area. At that time, Glenn Ranch Road did not exist west of Saddleback Ranch Road.

The PHSLS and force main in Glenn Ranch Road currently routes wastewater from Portola Hills to Trabuco Canyon Water District's (TCWD) gravity sewer in El Toro Road. The wastewater then flows by gravity to TCWD's El Toro Road Lift Station. This is the first of several lift stations used to lift the wastewater to Santa Margarita Water District's Chiquita Wastewater Treatment Plant. This project will abandon the PHSLS and redirect wastewater to the MWRP through a new gravity sewer segment within Glenn Ranch Road and connect to the existing Bake Parkway trunk sewer and the San Diego Creek Interceptor.

Due to the age and condition of the PHSLS, upgrades to refurbish the lift station would be required, including stripping and re-coating the entire wet well of the station and replacing valves and piping due to corrosion. By constructing a gravity sewer in Glenn Ranch Road upgrading the PHSLS will not be necessary. Additionally, future development in Portola Hills requires the proposed gravity sewer. The project will also rehabilitate and relocate the telemetry for an adjacent existing domestic water pressure reducing valve station.

Construction Award:

CivilSource, Inc. completed the design and the project was advertised on December 17, 2012 to a select list of 13 contractors. Three contractors, Paulus Engineering, Inc., GCI Construction, Inc., and Kennedy Pipeline Company attended the pre-bid meeting on December 20, 2012. The

bid opening was held on January 15, 2013 with bids received from Paulus Engineering, Inc., L&S Construction, Inc., Leatherwood Construction, CCL Contracting, Inc., GCI Construction, Inc., and Kennedy Pipeline Company. Paulus Engineering, Inc. is the apparent low bidder with a bid amount of \$1,149,197. The engineer's estimate was \$1,288,150. The Bid Summary is attached as Exhibit "B".

FISCAL IMPACTS:

Project 20224 (1600) is included in the FY 2012-13 Capital Budget. Staff requests a budget decrease and an Expenditure Authorization as shown in the table below and in Exhibit "C".

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
20224 (1600)	\$2,640,000	\$-0-	\$2,640,000	\$247,500	\$1,441,000	\$1,688,500

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) and is in conformance with California Code of Regulation, Title 14, Chapter 3, Section 15301 and Section 15282(k). A Notice of Exemption was filed with the County of Orange on July 27, 2012. Section 15301 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. Section 15282(k) includes the installation of new pipeline or maintenance, repair, restoration, removal or demolition of an existing pipeline, as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length.

COMMITTEE STATUS:

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

RECOMMENDATION:

THAT THE BOARD APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$1,441,000 FOR PROJECT 20224 (1600) AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH PAULUS ENGINEERING, INC. IN THE AMOUNT OF \$1,149,197 FOR THE PORTOLA HILLS SEWER LIFT STATION ABANDONMENT AND GRAVITY SEWER PROJECT.

LIST OF EXHIBITS:

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

EXHIBIT A
LOCATION MAP



IRVINE RANCH WATER DISTRICT EXHIBIT "C"

Expenditure Authorization

Project Name: PORTOLA HILLS SLS ABANDONMENT AND GRAVITY SEWER

EPMS Project No: 20224 EA No: 3

ID Split: Miscellaneous

Oracle Project No: 1600

Improvement District (ID) Allocations

Project Manager: CORTEZ, MALCOLM

ID No.	Allocation %	Source of Funds
286	50.0	BONDS YET TO BE SOLD**
288	50.0	BONDS YET TO BE SOLD**
Total	100.0%	

Project Engineer: SMYTH, JEFFREY

Request Date: January 22, 2013

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$247,500
This Request:	\$1,441,000
Total EA Requests:	\$1,688,500
Previously Approved Budget:	\$2,640,000
Budget Adjustment Requested this EA:	\$0
Updated Budget:	\$2,640,000
Budget Remaining After This EA	\$951,500

Comments: The LS is on Glenn Ranch Road. See Nolan Consulting report dated August 2008. Consists of 1) 3,910 lf of new gravity main, 2) 1,240 LF of new parallel GM, 3) Station abandonment, 4) Conversion of 10-FM, and 5) Temp abandon of Aliso Creek Siphon.

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	0	0	0	0	10,000	10,000	4/12	1/13
ENGINEERING - PLANNING OUTSIDE	0	0	0	0	10,000	10,000	4/12	1/13
ENGINEERING DESIGN - IRWD	0	50,000	50,000	0	50,000	50,000	4/12	1/13
ENGINEERING DESIGN - OUTSIDE	0	160,000	160,000	0	200,000	200,000	4/12	1/13
DESIGN STAFF FIELD SUPPORT	0	10,000	10,000	0	10,000	10,000	4/12	6/13
ENGINEERING - CA&I IRWD	25,000	0	25,000	0	50,000	50,000	1/13	7/13
ENGINEERING - CA&I OUTSIDE	75,000	0	75,000	25,000	50,000	75,000	2/13	7/13
CONSTRUCTION FIELD SUPPORT	10,000	0	10,000	0	15,000	15,000	3/13	7/13
CONSTRUCTION	1,200,000	0	1,200,000	(25,000)	2,000,000	1,975,000	3/13	7/13
LEGAL	0	5,000	5,000	0	5,000	5,000	4/12	7/13
Contingency - 10.00% Subtotal	\$131,000	\$22,500	\$153,500	\$0	\$240,000	\$240,000		
Subtotal (Direct Costs)	\$1,441,000	\$247,500	\$1,688,500	\$0	\$2,640,000	\$2,640,000		
Estimated G/A - 180.00% of direct labor*	\$63,000	\$108,000	\$171,000	\$0	\$243,000	\$243,000		
Total	\$1,504,000	\$355,500	\$1,859,500	\$0	\$2,883,000	\$2,883,000		
Direct Labor	\$35,000	\$60,000	\$95,000	\$0	\$135,000	\$135,000		

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

EA Originator: Jeffrey Smyth 1/22/13

Department Director: Kevin L. Burton 1/22/13

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 \$2,941,000. 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.

January 28, 2013

Prepared by: A. Murphy/M. Cortez

Submitted by: K. Burton

Approved by: Paul Cook 

ACTION CALENDAR

UNIVERSITY LIFT STATION ODOR CONTROL BUDGET ADDITION AND EXPENDITURE AUTHORIZATION

SUMMARY:

The University Lift Station Odor Control System project will construct a permanent odor and corrosion control system that will eliminate the requirement to routinely inject expensive chemicals in the sewer for odor control. Staff recommends that the Board:

- Authorize the addition of Project 21133 in the amount of \$431,200 to the FY 2012-13 Capital Budget, and
- Approve an Expenditure Authorization in the amount of \$51,700 for Project 21133.

BACKGROUND:

The District currently injects a chemical (BioMagic) at several sewer lift stations around the District to minimize the production of odor causing compounds in the force mains downstream of the lift stations. The University Lift Station is the District's largest station with an annual chemical cost of approximately \$33,000. The University Lift Station is located at the intersection of University Drive and Macarthur Boulevard as shown in the site plan attached as Exhibit "A".

In 2011 staff conducted a pilot test of the FORSe 5™ Pump Station Treatment System manufactured by ANUE Water Technologies, which injects a combination of ozone and oxygen into the force main to raise the dissolved oxygen level. This elevated level of oxygen within the force main prevents the production of odor and corrosion causing chemicals such as hydrogen sulfide. The results of the pilot testing showed that the FORSe 5™ system was able to eliminate dissolved sulfides from the wastewater stream and maintain a dissolved oxygen level of greater than 1mg/l which will prevent further production of sulfides.

This project will construct a permanent odor and corrosion control system at the University Lift Station to replace the use of chemicals. The estimated total project cost is \$431,200. Based on the current usage rates and costs for BioMagic, the system will have a payback period of 13 years. In addition to improved odor and corrosion control, the system will also result in decreased nitrification costs at the Michelson Water Recycling Plant by eliminating the nitrogen loading associated with BioMagic injection. Santa Margarita Water District (SMWD) is currently using the FORSe 5™ system at two lift stations and staff has visited these facilities and verified that SMWD staff is satisfied with the performance of the FORSe 5™ system.

Staff proposes to retain SUN Engineering Services to design the project. SUN is a small engineering consultant that has performed electrical design work for the District in recent years. SUN attended recent business outreach events at the District and has demonstrated its full service design capabilities in follow-up meetings. Staff negotiated a scope of work and design fee of

\$28,775 with SUN and believes this project will provide an opportunity for staff to evaluate their performance and develop a relationship with a new consultant that can provide design services for future small and mid-sized projects. The Professional Services Agreement with SUN for the design phase of the project is within the authorization limit of the General Manager.

FISCAL IMPACTS:

Project 21133 (4157) is not included in the FY 2012-13 Capital Budget. Staff requests the addition of Project 21133 (4157) to the FY 2012-13 Capital Budget and approval of an Expenditure Authorization as shown in the table below and in Exhibit "B" to fund the design phase of the project.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
21133 (4157)	\$ -0-	\$431,200	\$431,200	\$ -0-	\$51,700	\$51,700

ENVIRONMENTAL COMPLIANCE:

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

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on January 17, 2013.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE ADDITION OF PROJECT 21133 (4157) IN THE AMOUNT OF \$431,200 TO THE FY 2012-13 CAPITAL BUDGET AND APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$51,700 FOR THE UNIVERSITY LIFT STATION ODOR CONTROL SYSTEM, PROJECT 21133 (4157).

LIST OF EXHIBITS:

- Exhibit "A" – Location Map
- Exhibit "B" – Expenditure Authorization

EXHIBIT "A" UNIVERSITY LIFT STATION LOCATION MAP



IRVINE RANCH WATER DISTRICT EXHIBIT "B"

Expenditure Authorization

Project Name: UNIVERSITY LS ODOR CONTROL SYSTEM
 EPMS Project No: 21133 EA No: 1
 Oracle Project No: 4157
 Project Manager: CORTEZ, MALCOLM
 Project Engineer: MURPHY, ALEXANDER
 Request Date: December 27, 2012

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

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
211	2.5	CAPITAL FUND
212	1.1	BONDS YET TO BE SOLD**
213	1.4	BONDS YET TO BE SOLD**
215	2.4	CAPITAL FUND
221	5.1	BONDS YET TO BE SOLD**
230	3.3	BONDS YET TO BE SOLD**
240	.9	BONDS YET TO BE SOLD**
250	7.9	BONDS YET TO BE SOLD**
253	.3	BONDS YET TO BE SOLD**
261	2.1	BONDS YET TO BE SOLD**
282	.6	BONDS YET TO BE SOLD**
284	.6	BONDS YET TO BE SOLD**
286	.2	BONDS YET TO BE SOLD**
288	.2	BONDS YET TO BE SOLD**
299	71.4	CAPITAL FUND ENHANCEMENT**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$51,700
Total EA Requests:	\$51,700
Previously Approved Budget:	\$0
Budget Adjustment Requested this EA:	\$431,200
Updated Budget:	\$431,200
Budget Remaining After This EA	\$379,500

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING DESIGN - IRWD	10,000	0	10,000	10,000	0	10,000	7/11	6/13
ENGINEERING DESIGN - OUTSIDE	30,000	0	30,000	30,000	0	30,000	7/11	6/13
DESIGN STAFF FIELD SUPPORT	5,000	0	5,000	5,000	0	5,000	7/11	6/13
ENGINEERING - CA&I IRWD	0	0	0	10,000	0	10,000	7/13	6/14
CONSTRUCTION FIELD SUPPORT	0	0	0	10,000	0	10,000	7/13	6/14
CONSTRUCTION	0	0	0	325,000	0	325,000	7/13	6/14
LEGAL	2,000	0	2,000	2,000	0	2,000	7/11	6/14
Contingency - 10.00% Subtotal	\$4,700	\$0	\$4,700	\$39,200	\$0	\$39,200		
Subtotal (Direct Costs)	\$51,700	\$0	\$51,700	\$431,200	\$0	\$431,200		
Estimated G/A - 180.00% of direct labor*	\$27,000	\$0	\$27,000	\$63,000	\$0	\$63,000		
Total	\$78,700	\$0	\$78,700	\$494,200	\$0	\$494,200		
Direct Labor	\$15,000	\$0	\$15,000	\$35,000	\$0	\$35,000		

*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:

Alex J. Murphy 11/7/2013

Department Director:

Kevin L. Burt 11/7/13

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 \$505,000. 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.

January 28, 2013

Prepared by: Tanja Fournier/Rob Jacobson

Submitted by: Cheryl Clary CC

Approved by: Paul Cook / Cor L.

ACTION CALENDAR

APPROVAL OF INDEX-BASED TENDER NOTE REMARKETING STATEMENTS

SUMMARY:

The District's Index-Based Tender Note debt issues (2011 A-1 and 2011 A-2), which were originally issued in April 2011, are within their remarketing period. Staff, underwriters Goldman Sachs and Morgan Stanley, and legal counsel have prepared the required Remarketing Statements for the Refunding Series 2011 A-1 and 2011 A-2 issues for Board approval, attached as Exhibits "A" and "B", respectively.

BACKGROUND:

In April 2011, the District refunded its \$100.9 million 2008-B general obligation bond issue and reissued the debt as Index-Based Tender Notes (ITNs). The ITNs are remarketed periodically and are priced at a spread to the SIFMA tax-exempt variable rate index. The last interest rate reset for the 2011 A-1 and 2011 A-2 issues was in February 2012 at the SIFMA weekly index less one basis point, resulting in an all-in rate for 2012 of 0.39%. The next interest rate reset date will be February 12, 2013. Underwriters responsible for remarketing the bonds include Goldman Sachs (2011 A-1) and Morgan Stanley (2011 A-2). The 2011 A-1 issue represents 60% of the ITNs and the 2011 A-2 represents the remaining 40%.

Staff and legal counsel have prepared the Remarketing Statements reflecting the District's most recent financial information, updated disclosure information and other pertinent updates. Legal counsel has prepared a resolution for adoption by the Board approving the Remarketing Statements, attached as Exhibit "C".

FISCAL IMPACTS:

The current outstanding principal amount for the 2011 A-1 and A-2 ITN bond issues is \$95.7 million. The ITNs are priced at a spread to the SIFMA tax-exempt variable rate index, which will occur on February 12, 2013. The last interest rate reset for the 2011 A-1 and 2011 A-2 issues was in February 2012 at the SIFMA weekly index less one basis point, resulting in an all-in rate for 2012 of 0.39%.

ENVIRONMENTAL COMPLIANCE:

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

Committee Status:

This item was reviewed by the Finance and Personnel Committee on January 10, 2013.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. __

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

LIST OF EXHIBITS:

Exhibit "A" – Remarketing Statement for Series 2011A-1

Exhibit "B" – Remarketing Statement for Series 2011A-2

Exhibit "C" – Resolution Approving Remarketing Statements

Exhibit "C"

RESOLUTION NO. __

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

WHEREAS, the Irvine Ranch Water District ("IRWD") has issued the "Bonds of Irvine Ranch Water District, Refunding Series 2011A-1" (the "Series A-1 Bonds") and "Bonds of Irvine Ranch Water District, Refunding Series 2011A-2" (the "Series A-2 Bonds" and, together with the Series A-1 Bonds, the "Bonds"); and

WHEREAS, in the resolution adopted by this Board of Directors authorizing and providing for the issuance of the Bonds, the Treasurer of the District was authorized, when the Bonds of either or both series shall be in an index tender mode, for all tender periods, to do or cause to be done any and all of the following, if and to the extent required or permitted by the applicable Indenture: to require an unscheduled mandatory tender and establish the date thereof, to rescind an unscheduled mandatory tender, to determine the scheduled mandatory tender date and call protection date for each ensuing tender period, and on behalf of the District in connection with all of the foregoing to give, exercise, make and deliver any notices, directions, elections and requests required or permitted in the applicable Indenture or remarketing agreement to be given, exercised, made or delivered by the District; and

WHEREAS, pursuant to such authority, the Treasurer has determined that an unscheduled mandatory tender shall be effected for each series of the Bonds on or about February 14, 2013 or such other date as may be determined by the Treasurer (the "Unscheduled Mandatory Tenders"); and

WHEREAS, this Board desires to approve the forms of the remarketing statements to be used in connection with the remarketing of the respective series of the Bonds upon the purchase thereof pursuant to the Unscheduled Mandatory Tenders.

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

Section 1. The remarketing statements relating to the Unscheduled Mandatory Tenders of the respective series of the Bonds (collectively, the "Remarketing Statements"), to be dated the date(s) determined by the Treasurer and in substantially the forms presented to the Board at this meeting, are hereby approved with such changes thereto as the Treasurer with the concurrence of the President shall approve (such approval and concurrence to be conclusively evidenced by execution and delivery thereof). The Board hereby approves the use of the Remarketing Statements by the remarketing agents for the respective series, including delivery of the Remarketing Statements in electronic form, in connection with the remarketing of the Bonds pursuant to the Unscheduled Mandatory Tenders, and the Board hereby further approves the use by the remarketing agents of any supplements or amendments to each of the Remarketing Statements, including delivery of any such supplements or amendments in electronic form,

which the Treasurer shall determine are necessary so that such Remarketing Statement does not include any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein not misleading. The Treasurer of IRWD is hereby authorized and directed to execute the Remarketing Statements and any amendments or supplements thereto, in the name and on behalf of IRWD and thereupon to cause the Remarketing Statements and any such amendments or supplements to be delivered to the respective remarketing agents.

Section 2. The distribution of the Remarketing Statements, inclusive of the above-authorized changes, is hereby authorized in connection with the Unscheduled Mandatory Tenders.

Section 3. The President, the Treasurer, the Secretary and each other officer of IRWD, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution.

Section 4. This resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2013.

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 _____

BAWG/00167698/012113