



## **AGENDA**

# **EAST ORANGE COUNTY WATER DISTRICT ENGINEERING AND OPERATIONS COMMITTEE MEETING**

**Thursday, December 8, 2022  
185 N. McPherson Road, Orange, California  
4:30 P.M.**

1. Call meeting to order
2. Public communications to the Committee
3. Additional items arising after posting of agenda

#### Informational Items

4. Vista Panorama Reservoir Project Update
5. RZ Well Levels, System Status, and Water Use - Handout
6. WZ System Status and Water Use - Handout
7. Sewer System Status and Development Permits

#### Action Items

8. OC43 Walnut Vault Replacement – Construction Management Award to Butier Engineering
9. Adjournment

**NOTE:** On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California as a result of the COVID-19 Pandemic, for which Orange County Public Health Officials have continued to recommend measures to promote social distancing. Pursuant to Government Code Section 54953, and corresponding findings of the Board that currently remain in effect, (1) members of the Board of Directors and public may elect to attend this Regular Meeting by telephone or video conference due to concerns relative to COVID-19 Coronavirus and avoidance of public gatherings, and (2) **a public location to attend this meeting will now be provided in tandem with the telephone and video options.** The public may attend either in-person, telephonically, or by videoconference, with the latter accessible at:

**To Access the Meeting by Computer/Device:**

<https://us02web.zoom.us/j/84097275009?pwd=YXN6NUQ4T1N0OE9WRkdaM1hDSGd0Zz09> or short link <https://bit.ly/3P1FEo5>

**To Access the meeting by Phone:**

Dial: (669) 900-6833

Meeting ID: 840 9727 5009 Passcode: 909567

Members of the public shall be permitted to speak live at the meeting as to both agendized and non-agendized items, as reflected in the agenda, utilizing the above-referenced internet or telephone options. Those wishing to speak may either submit a speaker request via the on-line chat feature before an item is heard, or by verbally indicating their desire to comment at the time the item is called. Additionally, members of the public may, but are not required to, e-mail comments to Sylvia Prado at [sprado@eocwd.com](mailto:sprado@eocwd.com) up to 30 minutes before the Committee meeting, and such comments shall be provided to the Board. Members of the public wishing to attend the meeting that require other reasonable modifications or accommodation to facilitate such attendance should contact Ms. Prado at (714) 538-5815 or the e-mail provided as soon as feasible before the meeting to make such request.

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 East Orange County Water District Engineering & Operations Committee in connection with a matter subject to discussion or consideration at an open meeting of the Engineering & Operations Committee are available for public inspection in the District's office, 185 McPherson Road, Orange, California ("District Office"). If such writings are distributed to members of the Committee less than 72 hours prior to the meeting, they will be available via phone or email request to Ms. Sylvia Prado at (714) 538-5815 or [sprado@eocwd.com](mailto:sprado@eocwd.com).

# MEMO

**TO: ENGINEERING AND OPERATIONS COMMITTEE**  
**FROM: GENERAL MANAGER**  
**SUBJECT: VISTA PANORAMA RESERVOIR PROJECT UPDATE**  
**DATE: DECEMBER 8, 2022**

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## Background

At the August 18, 2022 meeting of the Board, staff presented and the Board concurred with the preferred alternative to remove the Vista Panorama reservoir and provide a redundant supply pipeline by replacing, upsizing, and converting an existing Zone 3 Circula Panorama pipeline segment to Zone 2. The pipeline conversion includes expanding Zone 2 to increase pressures along Panorama View and Panorama Place. The Board awarded the pipeline design to MKN & Associates and the design is 30% complete.

Concurrent with the pipeline design, staff requested proposals for the demolition of the Vista Panorama Reservoir. The cost of the reservoir demolition is within and will be awarded by the General Manager and is expected to begin in January. Staff is in the process of developing scope and requesting estimates for other site improvements which include the installation of hydrotanks, property line fencing, grading, and asphalt. Finally, litigation has been commenced against AT&T and T-Mobile relative to their cellular equipment on the site.

## Recommendation

Information only.

## Attachment(s):

None

# MEMO

**TO: ENGINEERING AND OPERATIONS COMMITTEE**  
**FROM: GENERAL MANAGER**  
**SUBJECT: RETAIL ZONE WELL LEVELS AND WATER USE**  
**DATE DECEMBER 8, 2022**

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## Background

This memo serves as cover for the well level and water use reports.

The following reports will be handed out at the meeting:

Well Pumping and Static Water Level Report  
RZ Water Use Reports

## Recommendation

Information Only

## Attachment(s)

None

# MEMO

**TO: ENGINEERING AND OPERATIONS COMMITTEE**  
**FROM: GENERAL MANAGER**  
**SUBJECT: WHOLESALE ZONE WATER USE REPORT**  
**DATE: DECEMBER 8, 2022**

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## Background

This memo serves as cover for the Wholesale Zone water use report.

The Wholesale Zone Water Demand and Imported Water Delivery Balance Report will be handed out at the meeting.

## Recommendation

Information Only

## Attachment(s)

None

# MEMO

**TO: ENGINEERING AND OPERATIONS COMMITTEE**  
**FROM: GENERAL MANAGER**  
**SUBJECT: SEWER SYSTEM STATUS AND PERMIT REPORT**  
**DATE DECEMBER 8, 2022**

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## Background

There were no sewer spills in October or November. The monthly Permit Reports for October and November are attached.

## Recommendation

Information Only

## Attachment(s)

Permit Reports

**October 2022 - Sewer Connection & Wholesale Connection Permits**

Connection Address	Type of Development	Permit No	APN	Date Issued	Regional CFCC (OCSD) Fees	Local Capacity Fees	Inspection Fees	Total Sewer	Wholesale Connection Meter Fees	Water District	Total
Crawford Canyon Park	Park	WZ2022-003	503-382-04	10/17/2022	0.00	0.00	0.00	0.00	\$ 5,076.00	EOCWD	\$ 5,076.00
11651 Marble Arch Dr. Santa Ana, CA 92705	Septic Conversion; ADU	22-071	502-231-07	10/7/2022	10,110.80	3,632.54	1,600.00	15,343.34	\$ 696.63	Tustin	\$ 16,039.97
18282 Gramercy Dr. Santa Ana, CA 92705	ADU	22-083	395-092-03	10/25/2022	2,680.80	1,028.04	0.00	3,708.84	\$ 634.00	Tustin	\$ 4,342.84
18591 Saugus Ave. Tustin, CA 92780	SFR	22-096	395-451-32	10/3/2022	0.00	0.00	0.00	0.00	\$ -	Tustin	\$ -
14422 Cloverbrook Dr. Tustin, CA 92780	ADU	22-098	432-302-04	10/24/2022	744.86	579.71	0.00	1,324.57	\$ 223.53	Tustin	\$ 1,548.10
12842 Barrett Ln. Santa Ana, CA 92705	ADU	22-103	393-271-13	10/7/2022	0.00	0.00	0.00	0.00	\$ -	EOCWD	\$ -
14051 Dall Ln. & 14047 Dall Ln. Tustin CA 92780	ADU	22-107	401-441-39	10/31/2022	1,330.38	834.72	0.00	2,165.10	\$ 321.90	Tustin	\$ -
<b>Totals</b>					<b>\$ 14,866.84</b>	<b>\$ 6,075.01</b>	<b>\$ 1,600.00</b>	<b>\$ 22,541.85</b>	<b>\$ 6,952.06</b>		<b>\$ 27,006.91</b>

**October 2022 - In the Pipeline**

Connection Address	Type of Development	Permit No	APN	Water District	Permit Status
9922 Newport Blvd, Santa Ana, 92705	New Construction - 16 SFRs	21-56 to 21-71	VTM No. 18062	GSWC	Pending resolution of design
9751 Brier Lane, Santa Ana, 92705	Septic Conversion	21-77	503-321-16	GSWC	Pending resolution of design
9761 Brier Lane, Santa Ana, 92705	Septic Conversion	21-78	503-321-14	GSWC	Pending resolution of design
17802 Irvine Blvd. Tustin, CA 92780	Commercial	21-124	401-414-13	Tustin	Pending submittal of plans
12328 Circula Panorama, Santa Ana, CA 92705	SFR	22-052	094-212-38	EOCWD	Pending revised plans
14491 Oxford Ave. Tustin, CA 92780	ADU	22-077	432-303-16	Tustin	Pending customer payment and signature
13757 - 13807 Red Hill Ave. Tustin, CA 92780	SFR & MFR	22-081	500-141-09	Tustin	Pending payment of sewer analysis
13757 - 13807 Red Hill Ave. Tustin, CA 92780	SFR & MFR	22-082	500-141-10	Tustin	Pending payment of sewer analysis
2051 & 2071 Salt Air Dr. Santa Ana, CA 92705	ADU	22-085	104-632-01	Tustin	Pending customer payment and signature
13852 Dall Ln. Santa Ana, CA 92705	ADU	22-088	395-411-04	Tustin	Pending customer payment and signature
14031 Woodlawn Ave. Tustin, CA 92780	ADU	22-089	432-052-15	Tustin	Pending customer payment and signature
18191 Bigelow Park, Tustin, CA 92780	ADU	22-091	401-453-08	Tustin	Pending customer response
1041 S. E. Skyline Dr. Santa Ana, CA 92705	Stuido Room	22-093	502-101-04	Tustin	Pending customer payment and signature
16791 McFadden Ave. Tustin, CA 92780	Commerical	22-097	402-301-08	Tustin	Pending customer payment and signature
18471 Ervin Ln, Santa Ana, CA 92705	ADU	22-099	395-462-17	Tustin	Pending plans
14081 Carfax Ave. Tustin, CA 92780	ADU	22-100	432-063-15	Tustin	Pending customer payment and signature
1032 Bonita St. Tustin, CA 92780	ADU MFR	22-104	500-151-16	Tustin	Pending customer payment and signature
10611 Cowan Heights Dr. Santa Ana, CA 92705	ADU	22-105	503-611-28	GSWC	Pending plans
350 Pasadena Ave. Tustin, CA 92780	MFR	22-108	401-543-16	Tustin	Pending customer response
350 Pasadena Ave. Tustin, CA 92780	MFR	22-109	401-543-16	Tustin	Pending customer response
12892 Panorama Pl. Santa Ana, CA 92705	SFR	22-110	393-053-29	EOCWD	Pending fire flow
14442 Acacia Dr. Tustin, CA 92780	SFR	22-111	401-111-21	Tustin	Pending customer response

**November 2022 - Sewer Connection & Wholesale Connection Permits**

Connection Address	Type of Development	Permit No	APN	Date Issued	Regional CFCC (OCS) Fees	Local Capacity Fees	Inspection Fees	Total Sewer	Wholesale Connection Meter Fees	Water District	Total
1532 Squires Dr. Santa Ana, CA 92705	ADU	21-115A	502-412-17	11/22/2022	210.10	0.00	0.00	210.10	\$ -	GSWC	\$ 210.10
11001 Hunting Horn Dr. Santa Ana, CA 92705	SFR	22-113	503-064-03	11/22/2022	0.00	0.00	0.00	0.00	\$ -	Tustin	\$ -
<b>Totals</b>					<b>\$ 210.10</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210.10</b>	<b>\$ -</b>		<b>\$ 210.10</b>

**November 2022 - In the Pipeline**

Connection Address	Type of Development	Permit No	APN	Water District	Permit Status
9922 Newport Blvd, Santa Ana, 92705	New Construction - 16 SFRs	21-56 to 21-71	VTM No. 18062	GSWC	Pending resolution of design
9751 Brier Lane, Santa Ana, 92705	Septic Conversion	21-77	503-321-16	GSWC	Pending resolution of design
9761 Brier Lane, Santa Ana, 92705	Septic Conversion	21-78	503-321-14	GSWC	Pending resolution of design
17802 Irvine Blvd. Tustin, CA 92780	Commercial	21-124	401-414-13	Tustin	Pending submittal of plans
12328 Circula Panorama, Santa Ana, CA 92705	SFR	22-052	094-212-38	EOCWD	Pending revised plans
14491 Oxford Ave. Tustin, CA 92780	ADU	22-077	432-303-16	Tustin	Pending customer payment and signature
13757 - 13807 Red Hill Ave. Tustin, CA 92780	SFR & MFR	22-081	500-141-09	Tustin	Pending revised plans
13757 - 13807 Red Hill Ave. Tustin, CA 92780	SFR & MFR	22-082	500-141-10	Tustin	Pending revised plans
2051 & 2071 Salt Air Dr. Santa Ana, CA 92705	ADU	22-085	104-632-01	Tustin	Pending customer payment and signature
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14031 Woodlawn Ave. Tustin, CA 92780	ADU	22-089	432-052-15	Tustin	Pending customer payment and signature
18191 Bigelow Park, Tustin, CA 92780	ADU	22-091	401-453-08	Tustin	Pending customer response
1041 S. E. Skyline Dr. Santa Ana, CA 92705	Stuido Room	22-093	502-101-04	Tustin	Pending customer payment and signature
16791 McFadden Ave. Tustin, CA 92780	Commerical	22-097	402-301-08	Tustin	Pending customer payment and signature
14081 Carfax Ave. Tustin, CA 92780	ADU	22-100	432-063-15	Tustin	Pending customer payment and signature
1032 Bonita St. Tustin, CA 92780	ADU MFR	22-104	500-151-16	Tustin	Pending customer payment and signature
10611 Cowan Heights Dr. Santa Ana, CA 92705	ADU	22-105	503-611-28	GSWC	Pending plans
350 Pasadena Ave. Tustin, CA 92780; Unit 1	MFR	22-108	401-543-16	Tustin	Pending customer response
350 Pasadena Ave. Tustin, CA 92780; Unit 2	MFR	22-109	401-543-16	Tustin	Pending customer response
12892 Panorama Pl. Santa Ana, CA 92705	SFR	22-110	393-053-29	EOCWD	Pending customer payment and signature
14442 Acacia Dr. Tustin, CA 92780	SFR	22-111	401-111-21	Tustin	Pending customer payment and signature



# MEMO

**TO: ENGINEERING AND OPERATIONS COMMITTEE**  
**FROM: GENERAL MANAGER**  
**SUBJECT: OC43 WALNUT VAULT REPLACEMENT – CONSTRUCTION MANAGEMENT AWARD TO BUTIER ENGINEERING**  
**DATE: DECEMBER 8, 2022**

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## Background

The OC-43 Walnut Turnout Vault is an EOCWD wholesale connection to Metropolitan Water District's OC-43 turnout that serves the City of Tustin (Tustin) and includes equipment from both agencies. The turnout is just east of the intersection of Walnut Avenue and Newport Avenue in Tustin. The vault is 16 feet long by 8 feet wide with less than 5 feet of headroom and limited access through a manhole cover. This project will replace the vault and associated piping that is believed to have been constructed in the 1960s. The new vault will be deeper, it will have improved access, and a new meter, motorized isolation valve, and EOCWD Remote Telemetry Unit (RTU) will be added. Black and Veatch was retained to design the improvements and the design was completed earlier this year.

The project was advertised for construction bidding on October 31 to a select list of five contractors. Two of the contractors, T.E. Roberts and Griffith, attended the mandatory pre-bid meeting and submitted bids on November 30, 2022. T.E. Roberts is the apparent low bidder with a total bid amount of \$829,733. The Bid Summary is attached and the engineer's estimate was \$674,400. Staff recommends reallocating funds from other capital projects and awarding the construction contract to T.E. Roberts in the amount of \$829,733. The RTU will be added to the vault to enable data collection and control of the isolation valve through SCADA. Tesco is currently completing Phase 2 of the District's SCADA upgrade project and staff is recommending approval of Amendment #1 in the amount of \$114,990 to add this site to the current project. Staff is also requesting the inclusion of a \$100,000.00 contingency to address any unanticipated field conditions.

Staff is recommending award of a contract, in the amount of \$128,550, to Butier Engineering (Butier) to perform construction management and inspection services due to their excellent performance on the ID1 CRA Project, they have an excellent relationship with the City of Tustin, and they can efficiently manage this project due to its close proximity with the ID1 CRA Project.

The vault includes Tustin equipment and their portion of the construction cost, estimated at \$250,000, will be reimbursed through a Reimbursement Agreement with Tustin, the draft Agreement is attached.

A Notice to Procure will be issued following Board approval and the Notice of Award. If there aren't any material supply issues, staff expects the construction to begin early next year and be completed in June.

# OC43 WALNUT VAULT REPLACEMENT – CONSTRUCTION MANAGEMENT AWARD TO BUTIER ENGINEERING

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## Financial Impact

Funds have been budgeted in Wholesale Zone (WZ) account W21-43 Walnut Vault Replacement in the amount of \$700,000 and W21-45 SCADA System Improvements in the amount of \$533,400 in the FY2022-23 Capital Budget for the projects. Unused funds from project W21-45 and W23-07 will be reallocated to increase the budget in W21-43.

OC43 WALNUT TURNOUT VAULT REPLACEMENT CONSTRUCTION COST SUMMARY	
Construction	\$950,000
CM&I	\$130,000
Contingency	\$100,000
Reimbursement from City of Tustin	(\$250,000) estimated
Total	\$930,000

## Recommendation

That the Committee award a contract to Butier Engineering in the amount of \$128,550 for construction management services for the OC43 Walnut Vault Replacement Project and concur with staffs other recommendations that will be presented to the Board for approval.

**Attachments:** OC43 Walnut Vault Replacement Bid Summary  
City of Tustin Reimbursement Agreement



**BID OPENING**

**LOCATION: 185 N MCPHERSON, ORANGE CA 92869**

**PROJECT: OC43 WALNUT VAULT REPLACEMENT**

**BID DATE: NOVEMBER 30, 2022 at 3:00pm**

**Contact: Jeff Smyth, Phone: 714.538.5815, email: jsmyth@eocwd.com**

		<b>Total Bid Amount Schedule</b>
	<b>Contractor's Name and Address</b>	<b>Total Base Bid Items</b>
1	TE Roberts 17771 Mitchell N Irvine, CA 92614	\$829,733.00
2	Griffith Company 3050 E. Birch Street Brea, California 92821	\$1,070,100.00

REIMBURSEMENT AGREEMENT  
BETWEEN  
EAST ORANGE COUNTY WATER DISTRICT  
AND THE CITY OF TUSTIN  
FOR THE OC-43 WALNUT VAULT REPLACEMENT PROJECT

This Agreement (“AGREEMENT”) is made and entered as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between EAST ORANGE COUNTY WATER DISTRICT, a county water district formed and existing pursuant to California Water Code Section 30000 *et seq.*, hereinafter referred to as "EOCWD," and the CITY OF TUSTIN, a general law city, hereinafter referred to as "CITY." The CITY and EOCWD may be referred to herein individually as “PARTY, or collectively as “PARTIES.”

W I T N E S S E T H

WHEREAS, EOCWD and the CITY desire to replace the existing facilities located within the OC-43 WALNUT VAULT (“VAULT”) as part of the OC-43 VAULT REPLACEMENT PROJECT (“PROJECT”), located on Walnut Avenue just east of its intersection with Newport Avenue; and

WHEREAS, the PROJECT will include components that are owned and operated by EOCWD, including, but not limited to, incoming piping, flow meter, and pressure reducing/flow control valves, and piping up to the downstream isolation valve, inclusive of such valve, as well as, electrical panels, SCADA RTU panels, and the vault structure and lids (“EOCWD FACILITIES”); and

WHEREAS, the PROJECT will include components that are owned by the CITY, including controls on the pressure reducing / flow control valve, high pressure relief valves, and downstream piping (“CITY FACILITIES”); and

WHEREAS, the PARTIES have determined that EOCWD will carry out the design and construction of the PROJECT, inclusive of both the EOCWD FACILITIES and the CITY FACILITIES, due to the nature of the PROJECT and EOCWD’s ownership of a majority of the infrastructure; and

WHEREAS, the CITY is amenable to the design and construction of the CITY FACILITIES by EOCWD at EOCWD's cost, which cost is to be reimbursed to EOCWD by the CITY as provided herein; and

WHEREAS, all construction and completed improvements on the PROJECT shall be the property of EOCWD, with the exception of the CITY FACILITIES, in accordance with the terms and conditions hereinafter set forth and other agreements between the CITY and EOCWD.

NOW, THEREFORE, the PARTIES hereto, in consideration of the mutual promises and covenants hereinafter set forth, DO AGREE AS FOLLOWS:

SECTION 1. PROJECT. EOCWD agrees to initiate and pursue to completion with its construction of the PROJECT, inclusive of the EOCWD FACILITIES and CITY FACILITIES, as shown on plans and specifications incorporated by reference for the PROJECT, and CITY agrees to cooperate with EOCWD with respect to the construction and schedules for completion of PROJECT.

SECTION 2. PLANS. CITY agrees that the PROJECT shall be completed pursuant to EOCWD-approved plans and specifications (the "Plans and Specifications"). The PROJECT, inclusive of the EOCWD FACILITIES and CITY FACILITIES, shall be constructed by EOCWD pursuant to plans prepared by EOCWD's design engineer.

SECTION 3. BIDDING AND AWARD. The PARTIES agree that the construction of CITY FACILITIES shall be included in EOCWD's proposed PROJECT plans. EOCWD will award a construction contract, which shall, subject to this SECTION 3, include the CITY FACILITIES, to the lowest responsive, responsible bidder. Following the opening of bids by EOCWD, EOCWD will submit a spreadsheet summary of the bids to CITY for review and approval. EOCWD agrees that the bid prices received shall be subject to the review and approval of the CITY prior to the EOCWD's award of a construction contract. Should the CITY reject the bid received from the lowest responsive, responsible bidder for the PROJECT to complete the CITY FACILITIES portion of the work, EOCWD may, in its discretion, either proceed with the completion of the EOCWD FACILITIES without inclusion of the CITY FACILITIES or reject all bids and meet and confer with the CITY to determine how to move forward with the PROJECT as a whole. The CITY shall have a period of ten (10) business days for review of the bid prices presented in the low bidder's proposal for the PROJECT, and for approval or rejection of the bid prices. The total estimated construction cost for CITY

FACILITIES is \$ 250,000.00, however, that the amount to be reimbursed by the CITY shall be based on the actual construction costs. Upon transmitting the Notice to Proceed to the Contractor, EOCWD shall provide CITY with one (1) original copy of the fully executed contract documents and one (1) copy of the bid form.

SECTION 4. DESIGN REVISIONS AND CHANGE ORDERS. EOCWD agrees that if, during design or construction, EOCWD requests or initiates any revision to the Plans and Specifications that would increase the cost of the CITY FACILITIES, such additional costs shall be borne by EOCWD, and shall not be reimbursed by the CITY, except for such revision(s) and cost(s) that are determined necessary to construct the CITY FACILITIES and could not reasonably have been foreseen at the time bids were received. The cost of any such necessary and unforeseeable revisions, and the cost of any revisions requested or initiated by the CITY, shall be reimbursed by CITY as provided herein.

EOCWD shall promptly furnish the CITY with copies of any proposed change orders to or impacting the CITY FACILITIES portion of the contract within five (5) working days of initiation of changed conditions to such contract, which change orders shall be subject to CITY approval if and to the extent the CITY FACILITIES are affected thereby. The CITY will review and respond to proposed change orders affecting the CITY FACILITIES within five (5) business days of receipt by the CITY.

SECTION 5. REIMBURSEMENT. Within thirty (30) days following receipt from EOCWD of each invoice for the portion of a design or construction progress payment attributable to CITY FACILITIES, together with supporting documentation, the CITY shall deposit with EOCWD the amount of such invoice. The CITY agrees to accept the CITY FACILITIES when the PROJECT, which includes the CITY FACILITIES, has been completed, including any change orders approved by the CITY as provided in Section 4 hereof, and accepted by EOCWD.

SECTION 6. LAWS, ORDINANCES, RULES AND REGULATIONS. EOCWD shall require in its contract for the construction of the CITY FACILITIES that its contractor be fully informed of and comply with all laws, ordinances, rules and regulations, including, but not limited to, all applicable requirements of the California Labor Code, prevailing wage laws, and the Rules and Regulations of EOCWD, in connection with the construction of the PROJECT.

SECTION 7. INSPECTION. The CITY shall have sole and absolute discretion as to all aspects of design and construction of the CITY FACILITIES, and the CITY shall be entitled to inspect the construction of the CITY FACILITIES as it deems necessary to assure compliance with the Plans and Specifications, including shop drawing review and/or material inspection thereof. The CITY shall promptly notify EOCWD of any portion of the work on the CITY FACILITIES that appears not to conform to the Plans and Specifications. The determination of the CITY as to conformity of the CITY FACILITIES with the Plans and Specifications shall be made in the CITY's sole and absolute discretion. The CITY agrees not to unreasonably withhold its approval as to such conformity. EOCWD shall require its contractor to construct the CITY FACILITIES so that the CITY FACILITIES conform to the Plans and Specifications.

SECTION 8. ACCEPTANCE. At the time of completion and acceptance of the PROJECT, EOCWD agrees to furnish the CITY with "as-built" drawings.

SECTION 9. OWNERSHIP. EOCWD hereby (1) disclaims any ownership interest in the CITY FACILITIES by way of this AGREEMENT, and (2) by acceptance of the PROJECT that includes the CITY FACILITIES, transfers and assigns to the CITY any and all right, title, and interest EOCWD may have in the CITY FACILITIES except such rights as may pre-exist this AGREEMENT. The CITY shall own, operate and maintain the CITY FACILITIES following acceptance thereof.

SECTION 10. GUARANTEES. EOCWD agrees to cause its contractor for the PROJECT to guarantee the PROJECT, inclusive of the CITY FACILITIES, against defects in workmanship and materials for a period of one (1) year from the date of acceptance by EOCWD. It is further agreed that the EOCWD shall assume the responsibility for causing the PROJECT to be brought or restored to full compliance with the requirements of the Plans and Specifications, including any test requirements, for any portion of the PROJECT which during said one (1) year period are found not to be in conformance with the Plans and Specifications. This guarantee is in addition to any and all other warranties, expressed or implied, from EOCWD contractors or material manufacturers with respect to the PROJECT. The guarantee and obligations under this section shall in no way be relieved by the CITY inspection and/or approval of the CITY FACILITIES. This section sets forth the entire agreement of EOCWD with respect to guarantees and warranties of the PROJECT, but this section shall in no way limit any expressed or implied warranties of other persons with respect to the CITY FACILITIES.

SECTION 11. INDEMNIFICATION. To the extent permitted by law, EOCWD shall indemnify, defend and hold the CITY, its councilmembers, officers, agents and employees, harmless from any expense, liability or claim for death, injury, loss, damage or expense to persons or property which may arise or is claimed to have arisen during construction of the CITY FACILITIES and prior to acceptance by the CITY, as a result of any work or action performed by EOCWD or on behalf of EOCWD, save and except to the extent such death, injury, loss, damage or expense is determined by a court of competent jurisdiction to have been proximately caused in whole or in part by any negligence of the CITY, its councilmembers, officers, agents or employees or by any act or omission for which the CITY, its councilmembers, officers, agents or employees are liable without fault.

To the extent permitted by law, the CITY shall indemnify, defend and hold EOCWD, its directors, officers, agents, and employees, harmless from any expense, liability or claim for death, injury, loss, damage or expense to persons or property which may arise or is claimed to have arisen either (i) as a result of any act performed by the CITY, its councilmembers, officers, agents, or employees, with respect to the construction of the CITY FACILITIES, or (ii) following the CITY acceptance of the CITY FACILITIES, with respect to maintenance and operation of the CITY FACILITIES, save and except to the extent such death, injury, loss, damage or expense is determined by a court of competent jurisdiction to have been proximately caused in whole or in part by any negligence of EOCWD, its directors, officers, agents or employees, or by any act or omission for which EOCWD, its directors, officers, agents or employees are liable without fault.

SECTION 12. INSURANCE AND BONDING. EOCWD shall cause its contractors for the construction of the PROJECT to obtain insurance coverage sufficiently broad to insure the matters set forth in this AGREEMENT and to include the CITY as an additional insured on all insurance policies that EOCWD requires its contractors to provide. As evidence of such insurance coverage, EOCWD shall, prior to commencement of construction of the CITY FACILITIES, provide the CITY with copies of the certificates of insurance and insurance endorsements in forms that are acceptable to the CITY.

SECTION 13. TERMINATION. Either PARTY shall have the right, upon written notice to the other that shall become effective five (5) days after receipt pursuant to Section 14, to terminate this AGREEMENT at any time, subject to the provisions of this section. If at the request or direction of a PARTY other than EOCWD, including the CITY, and the CITY FACILITIES construction is not accomplished or completed, the CITY shall remain obligated



for the actual amount of any costs incurred by EOCWD for the items set forth in Sections 2, 3 and 4 above to the date of termination.

SECTION 14. NOTICE. Any notice or other written instrument required or permitted by this AGREEMENT to be given to either PARTY shall be deemed received when (i) personally served or (ii) twenty-four (24) hours after being deposited in the U.S. Mail, postage prepaid, registered or certified and addressed as follows, as applicable:

EOCWD:  
East Orange County Water District  
185 N. MacPherson Rd  
Orange, CA 92869

CITY:  
City of Tustin  
300 Centennial Way  
Tustin, CA 92780  
  
Attn: Water Services Manager

Attn: Engineering Manager

Alternatively, the PARTIES may deliver notices via electronic mail, with delivery to (1) Jeff Smyth (jsmyth@eocwd.com) if to EOCWD; and (2) Michael Grisso (mgrisso@tustin.org) if to the CITY, but such delivery shall not constitute a substitute for the above-referenced hard-copy delivery methods unless a return electronic mail evidencing delivery is received by the sender. Nothing in this SECTION 14 shall prohibit or restrict the use of electronic mail delivery for day-to-day correspondence not required by this AGREEMENT.

SECTION 15. SUCCESSORS AND ASSIGNS; INTEGRATION; AMENDMENT. This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of CITY and EOCWD. This AGREEMENT constitutes the entire agreement between CITY and EOCWD and supersedes all prior understandings and agreements between the PARTIES with respect to the subject hereof. This AGREEMENT may be modified only in writing, signed by both PARTIES hereto.

SECTION 16. LEGAL FEES. In the event of any declaratory or other legal or equitable action instituted between CITY and EOCWD in connection with this AGREEMENT, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

SECTION 17. DEEMED APPROVAL. Any approval required to be given by either PARTY pursuant to this AGREEMENT, shall be deemed given if no response to the PARTY's

request for such approval is received by the requesting party within fifteen (15) days following the request for such approval.

SECTION 18. SEVERABILITY. If any term, provision, covenant or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. APPLICABLE LAW. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

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SECTION 20. WAIVER. The waiver of any provision of this AGREEMENT by either PARTY shall not be deemed to be a waiver of any other provision or of any preceding or subsequent breach hereunder.

IN WITNESS WHEREOF, the PARTIES to the AGREEMENT have executed this AGREEMENT on the date hereinabove written.

EAST ORANGE COUNTY WATER DISTRICT

By \_\_\_\_\_  
David Youngblood, General Manager

Dated \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Jeffrey A. Hoskinson, Legal Counsel  
East Orange County Water District

Dated \_\_\_\_\_

CITY OF TUSTIN

By \_\_\_\_\_  
Matthew West, City Manager

Dated \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

Dated \_\_\_\_\_