



AGENDA

EAST ORANGE COUNTY WATER DISTRICT

ENGINEERING AND OPERATIONS COMMITTEE MEETING

Thursday, June 9, 2022
4:30 p.m.

1. Call meeting to order
2. Public communications to the Committee
3. Additional items arising after posting of agenda
4. Engineering
 - RZ System
 - A. General PFAS Update – Information
 - B. VanderWerff Well – PSA Amendment to Steven Andrews Engineering
 - WZ System – No Items
 - Sewer System
 - C. Sewer Development Permits – Information
 - D. ID1 CRA Project Construction – CCO to T.E. Roberts
 - Joint
 - D. Capital Budget Review
5. Operations
 - RZ System
 - A. East & West Well – Pumping Level Information – Attachment
 - B. RZ System Status and Water Use – Information – Attachment
 - WZ System
 - C. WZ System Status and Water Use – Information – Attachment
 - Sewer System
 - D. System Status and Spill Report – Information – No sewer spills in May
6. Adjournment

NOTE: On March 4, 2020, California Governor Newsom declared a State of Emergency in California as a result of the COVID-19 Pandemic, for which State and 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-10 Coronavirus and avoidance of public gatherings, and (2) **THERE WILL BE NO PUBLIC LOCATION TO ATTEND THIS MEETING IN PERSON.** The public may attend either telephonically by calling into, or by videoconference by logging into, the meeting at:

To Access the Meeting by Computer/Device:

<https://us02web.zoom.us/j/89451586339?pwd=d0JrcWVjY1NKUWorc3VqTk9XUHozZz09>
or short link <https://bit.ly/3x4bLer>

To Access the meeting by Phone:

Dial: (669) 900-6833

Meeting ID: 894 5158 6339 Passcode: 903313

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 up to 30 minutes before the Committee meeting, and such comments shall be provided to the Committee. 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.

TO: ENGINEERING AND OPERATIONS COMMITTEE
FROM: GENERAL MANAGER
SUBJECT: GENERAL PFAS UPDATE
DATE: JUNE 9, 2022

Background

Staff has not received any customer inquiries or complaints regarding PFAS in the past month.

The following PFAS related events and information have been received during the past month:

- OCWD Meetings – Information disseminated at the Special PFAS and Producers meetings included:
 - OCWD PFAS Pilot Program – OCWD is currently evaluating ten PFAS removal media in their Phase II and Phase III pilot programs. Evoqua PSR2, the recommended media from Phase 1, continues to be the top performer.
 - Public Outreach – The OCWD PFAS Update is expected later this month.
 - PFAS monitoring orders – The District continues quarterly monitoring for PFOA and PFOS in accordance with the current orders.
 - Legislation/Proposed Legislation:
 - SB 230 - State Water Resources Control Board: Constituents of Emerging Concern in Drinking Water Program. This bill would require the state board to establish, maintain, and direct a dedicated program called the Constituents of Emerging Concern in Drinking Water Program for 5 years to assess the state of information and recommend areas for further study on, among other things, the occurrence of constituents of emerging concern (CEC) in drinking water sources and treated drinking water. The bill would require the state board to convene, by an unspecified date, the Science Advisory Panel for 3 years to review and provide recommendations to the state board on CECs for further action, among other duties. The Bill is in the Assembly.
- PFAS Treatment Plant – The PFAS Treatment plant is under construction. Pascal and Ludwig (P&L), is currently installing duct banks, rebar, and conduits. The well equipping has been awarded to P&L and work will proceed. Staff expects the Treatment Plant to be completed in early 2023.
- Wells – The West Well, which has experienced inadvertent shutdowns during flushing and has been requested for standby status, is expected to be abandoned next year. The East Well is still in active status although it will also remain off except for flushing and water quality testing so that in the event of an emergency it can be turned back on immediately.

Financial Impact: No direct financial impact is associated with this report.

Recommendation: Information Only.

Attachment(s): None

MEMO

TO: ENGINEERING AND OPERATIONS COMMITTEE
FROM: GENERAL MANAGER
SUBJECT: VANDERWERFF WELL – PSA AMENDMENT TO STEVEN ANDREWS ENGINEERING
DATE: JUNE 9, 2022

Background

At the May 12, 2022 meeting, the Board awarded a contract to Pascal and Ludwig Constructors to equip the VanderWerff Well. Steven Andrews Engineering (SAE) provided design services for the well equipping. At staff's request SAE submitted the attached proposal for engineering services during construction.

Staff recommends awarding Professional Services Agreement (PSA) Amendment #1, in the amount of \$73,940 for a total contract amount of \$272,120, to SAE for engineering services during the VanderWerff Well equipping construction. Staff expects construction the VanderWerff Well equipping to be completed in Spring 2023.

Financial Impact

Funds have been budgeted in Account #7202106 for the VanderWerff Well project.

Cost Summary Table

VanderWerff Well		
Phase	Drilling, Install and Development	Equipping
Design	\$ 28,000	\$ 200,000
Construction	\$1,070,000	\$3,700,000
CA&I	\$ 83,000	\$ 75,000
Contingency	Complete	\$ 133,000
Total	\$1,181,000	\$4,108,000
Grant Funding	(\$2,080,000)	
Grand Total	\$3,209,000	

Recommendation

That the Committee recommend the Board award a PSA Amendment #1, in the amount of \$73,940 for a total contract amount of \$272,120, to SAE for engineering services during the VanderWerff Well equipping construction.

Attachment(s)

Steven Andrews Engineering Proposal



June 3, 2022

Job No. 224-11

Mr. Jeff Smyth
East Orange County Water District
185 N. McPherson Rd.
Orange, CA 92869

Subject: Construction Engineering Services for East Orange County Water District (EOCWD) VanderWerff Well Equipping

Dear Mr. Smyth:

Steven Andrews Engineering (SAE) is pleased to submit this proposal to provide construction engineering services for the EOCWD VanderWerff Well Equipping Project to East Orange County Water District. The contents of this proposal include a Scope of Work and Fee for the project and will cover all proposal and construction engineering services to be completed by SAE.

The proposed scope of work is detailed below:

SCOPE OF WORK

For the Construction Engineering Services of the EOCWD VanderWerff Well Equipping Project, SAE will complete the following scope of work:

Task 1 – Project Management

Project Management is a continuous task throughout the projects duration and includes project setup and closure, quality assurance and quality control (QA/QC) for major deliverables.

Task 2 – Proposal Phase

SAE will provide technical support to District staff during Pascal & Ludwig Constructors (Pascal & Ludwig) proposal phase as follows:

- Review and prepare response to Pascal & Ludwig questions and requests for information (RFI). Issue clarifications and/or addendums as needed.
- Prepare change order to the Pascal & Ludwig contract documents to include revision to the drawings and specifications.
- Assist EOCWD staff with the preparation and execution of construction contract to Pascal & Ludwig.

Deliverables:

- Electronic submittal in CAD and pdf of conformed drawings.

Task 3 – Engineering Services During Construction

For the construction phase of the EOCWD VanderWerff Well Equipping Project SAE will assist the EOCWD staff as follows:

- SAE will attend an on-site pre-construction conference with Pascal & Ludwig and EOCWD staff. SAE will attend progress meetings (Field or Zoom) meetings on a weekly basis.
- SAE will review and respond to RFI's from Pascal & Ludwig as needed. RFI responses will be provided within 5 working days from date of receipt. This included time for review and preparation of response.
- SAE will review and respond to shop drawing submittals as needed. Submittal responses will be provided within 10 working days from date of receipt.
- SAE will attend two (2) field visits to observe and monitor construction progress. In addition, SAE's electrical engineer will attend two (2) field visits.
- SAE will prepare and recommend for approval change orders as needed.
- SAE will prepare record drawings from as-built plans marked up by Pascal & Ludwig.
- SAE will provide assistance during permitting process.
- SAE will attend field visit during equipment startup and testing.
- SAE will assist with final inspection and project closeout.

Deliverables:

- Responses to RFI's, Submittal and Change Orders.
- Record Drawings in PDF format.

SCHEDULE AND FEE

SAE estimates that the proposal phase for the project will take two (2) weeks to complete and the construction phase will take approximately two hundred seventy (270) working days to complete after award and execution of the contract. SAE proposes to complete the above scope of work (Task 1 through Task 3) on an hourly rate basis per the attached SAE rate schedule, for a not-to-exceed fee of \$73,940.00.

To successfully monitor the construction activities for this project the following work is recommended to be performed by others and not included in SAE proposal are:

- Site Survey
- Utility potholing
- Obtain City, County, other permits and any permit fee
- Soils investigation or reports
- Subgrade compaction and testing for the engine generator foundation slab.
- Concrete testing.
- Environmental studies or reports
- Construction observation by CDM inspector.

We appreciate this opportunity to submit this proposal and look forward to a successful project with District. If you have any questions or need any additional information, please contact us.

Very truly yours,

STEVEN ANDREWS ENGINEERING



Steven R. Andrews, P.E.
President

MEMO

TO: ENGINEERING AND OPERATIONS COMMITTEE
FROM: GENERAL MANAGER
SUBJECT: SEWER PERMIT REPORT
DATE JUNE 9, 2022

Background

This memo serves as cover for the Sewer Permit Report.

Recommendation

Information Only

Attachment(s)

Sewer Permit Report

May 2022 - Sewer Connection & Wholesale Connection Permits

Connection Address	Type of Development	Permit No	APN	Date Issued	Regional CFCC (OCSD) Fees	Local Capacity Chage Fees	Inspection Fees	Total Sewer	Wholesale Connection Meter Fees	Water District	Total
9971 Highcliff Dr. Santa Ana, CA 92705	SFR	22-041	503-312-07	5/16/2022	\$ -	\$ -	\$ -	\$ -	\$ -	GSWC	\$ -
2061 Omega, Santa Ana, CA 92705	SFR	22-043	104-551-02	5/10/2022	\$ 1,068.00	\$ -	\$ -	\$ 1,068.00	\$ -	Tustin	\$ 1,068.00
1791 Terry Lynn Pl. Santa Ana, CA 92705	Septic Conversion	22-044	503-491-17	5/6/2022	\$ 7,430.00	\$ 2,469.00	\$ -	\$ 9,899.00	\$ -	GSWC	\$ 9,899.00
12852 Chaplet Pl. Santa Ana, CA 92705	SFR	22-045	103-414-06	5/6/2022	\$ 1,016.00	\$ -	\$ -	\$ 1,016.00	\$ -	Tustin	\$ 1,016.00
13321 Bubbling Well Rd. Tustin, CA 92780	SFR	22-046	103-422-16	5/10/2022	\$ 1,016.00	\$ -	\$ -	\$ 1,016.00	\$ -	Tustin	\$ 1,016.00
18652 Ervin Lane, Santa Ana, CA 92705	SFR	22-047	395-453-04	5/12/2022	\$ 1,016.00	\$ -	\$ -	\$ 1,016.00	\$ 634.00	Tustin	\$ 1,650.00
13232 Bow Pl. Santa Ana, CA 92705	SFR	22-049	395-434-06	5/16/2022	\$ -	\$ -	\$ -	\$ -	\$ -	Tustin	\$ -
18591 Oak Ridge Rd. Santa Ana, CA 92705	SFR	22-051	395-072-14	5/11/2022	\$ 1,068.00	\$ -	\$ -	\$ 1,068.00	\$ -	Tustin	\$ 1,068.00
11582 las Lucas, Santa Ana, CA 92705	SFR	22-053	502-201-08	5/23/2022	\$ -	\$ -	\$ -	\$ -	\$ -	Tustin	\$ -
Totals					\$ 12,614.00	\$ 2,469.00	\$ -	\$ 15,083.00	\$ 634.00		\$ 15,717.00

May 2022 - In the Pipeline

Connection Address	Type of Development	Permit No	APN	Water District	Permit Status
1922 Skyline Dr. Santa Ana, CA 92705	SFR	21-50	502-432-09	GSWC	Pending review
9922 Newport Blvd, Santa Ana, 92705	New Construction - 16 SFRs	21-56 to 21-71	VTM No. 18062	GSWC	Pending resolution of design
9801 Brier Lane, Santa Ana, 92705	New Construction - 5 SFRs	21-72 to 21-75	503-321-01, 503-321-02	GSWC	Pending customer payment and signature
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
1941 El Camino Real, Tustin, CA 92780	MFR	21-99	500-712-12	Tustin	Pending submittal
17802 Irvine Blvd. Tustin, CA 92780	Commercial	21-124	401-414-13	Tustin	Pending submittal of plans
S. Crawford Canyon Rd. & Newport Ave.	Crawford Canyon Park	N/A	503-382-04	EOCWD	Pending customer payment and signature
14022 Matryce Way, Tustin, CA 92780	ADU	22-026	401-402-09	Tustin	Pending revised plans
12852 Chaplet Pl. Santa Ana, CA 92705	SFR	SFR	103-414-06	Tustin	Pending customer payment and signature
13621 Green Valley Dr. Tustin, CA 92780	308	22-048	500-081-25	Tustin	Pending plans
15061 Tustin Village Way, Tusitn, CA 92780	MFR - ADU	22-050	402-291-08	Tustin	Pending customer response
12328 Circula Panorama, Santa Ana, CA 92705	SFR	22-052	094-212-38	EOCWD	Pending revised plans
14212 Dall Ln. Tustin, CA 92780	SFR	22-054	094-212-38	Tustin	Pending customer response
14285 Shadybrook Dr. Tustin, CA 92780	SFR	22-055	432-291-38	Tustin	Pending revised plans
1401 Smokewood Dr. Santa Ana, CA 92705	ADU	22-056	502-051-15	GSWC	Pending customer response
13551 Malena Dr. Tustin, CA 92780	SFR	22-057	395-272-04	Tustin	Pending customer response
178 N. C. St. Tustin, CA 92780	ADU	22-058	401-531-25	Tustin	Pending revised plans
18831 & 18835 Barry Lane, Santa Ana, CA 92705	ADU	22-059	393-011-11	Tustin	Pending revised plans
12172 Ranchwood Rd. Santa Ana, CA 92705	SFR	22-060	104-445-05	Tustin	Pending customer payment and signature
18311 Gramercy Dr. Santa Ana, CA 92705	MFR - ADU	22-061	395-091-06	Tustin	Pending customer response



MEMO

TO: ENGINEERING AND OPERATIONS COMMITTEE
FROM: GENERAL MANAGER
SUBJECT: ID1 CRA PROJECT – CCO FOR CONSTRUCTION PACKAGE #2 TO T.E. ROBERTS, INC.
DATE: JUNE 9, 2022

Background

At the December 2, 2021 special meeting, the Board awarded ID1 CRA Project Construction Package #1 to T.E. Roberts, Inc. (T.E. Roberts). T.E. Roberts performed well and asphalt restoration is nearly complete.

Construction Package #2 will install new sewer main crossings at the I5 Freeway and Fallen Leaf (below the flood control channel and railroad) as well as sewer main replacement at Crawford Canyon, 6th Street, and Browning south of the I5 Freeway, as shown on the attached location map. Installation of the new sewer main crossing from Fallen Leaf to Edinger beneath the railroad requires a license agreement with the Orange County Transit Authority. The attached agreement has been reviewed by District legal counsel. In addition, temporary construction easements will be required from property owners adjacent to the construction area on Fallen Leaf and Royal Oak to facilitate the construction of the new sewer main and diversion structure. Staff is requesting and recommending the Board authorize the General Manager to acquire and accept the temporary construction easements. The anticipated cost of the easements collectively are expected to be significantly lower than the General Manager's approval level.

CCO Cost Analysis

The design of Construction Package #2 was nearing completion when staff became aware of a future County of Orange improvement project along Crawford Canyon Road. The County project is expected to begin later this year and extend to the summer of 2023. Ideally, to minimize disruption to Panorama Elementary School and avoid conflict with the County project, the segment along Crawford Canyon should be installed this summer.

At staff's request, T.E. Roberts provided a construction estimate for Construction Package #2. Staff and Butier Engineering (Butier) reviewed the estimate and, with cost escalation, found it to be consistent with their costs on Package #1 that was competitively bid in November of 2021. In addition, the costs were compared to an estimate provided by the previous design-builder, Quanta. Staff and Butier found T.E. Robert's cost estimate to be of great value to the District. Not only was T.E. Robert's cost estimate lower than Quanta's, it also represents a significant overall project cost reduction of approximately \$1.25M with the elimination of design-builder fees and other costs in transitioning the project to design-bid-build last fall. It should also be noted Quanta quoted lower quantities than T.E. Robert's on many items. A summary of the estimates is attached.

Considering T.E. Robert's estimated cost presents great value to the District, their exemplary performance on Package #1, potential conflicts with the future County project, summertime traffic reduction, and the current state of rapidly increasing construction costs post-pandemic, staff recommends approval of a construction change order to T.E. Roberts, Inc. in the amount of \$7,553,601 and a time extension of 13 months to complete Construction Package #2; staff is also requesting an increase to the current contingency from \$500,000 to \$1,000,000 to address any additional

unanticipated field conditions. This will result in a total construction budget for Construction Packages #1 and #2 with contingency of \$13,104,886.

T.E. Roberts is prepared to begin shortly after the award and expects to complete the Crawford Canyon segment this summer with final project completion in May of 2023.

Financial Impact

Funds have been budgeted in Account #7302120 for the ID1 CRA Project.

ID1 CRA Project Cost Summary	
Design	\$ 2,350,000
Construction – Package 1	\$ 4,551,000
Construction – Package 2	\$ 7,554,000
CA&I	\$ 1,480,000
Contingency	\$ 1,000,000
Total	\$16,935,000

Recommendation

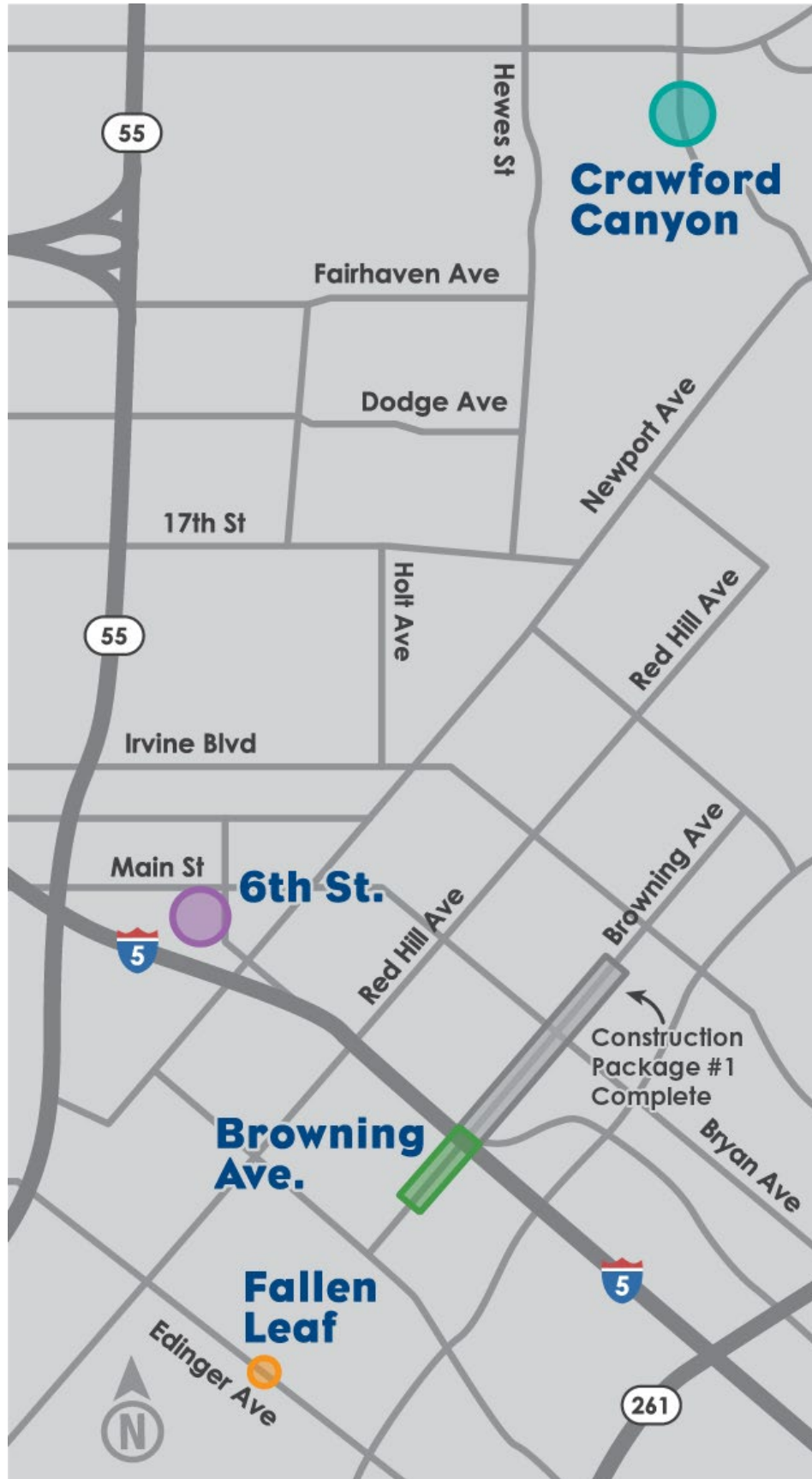
That the Committee recommend the Board authorize the General Manager to execute a contract change order, in the amount of \$7,553,601, to T.E. Roberts for construction of Package #2 and a time extension of 13 months; authorize and approve the General Manager a \$1,000,000 contingency to address any unanticipated conditions for a total budget of \$13,104,886 for the construction of the ID1 CRA Project #1; authorize and approve the General Manager to execute a License Agreement with the Orange County Transit Authority; and authorize the General Manager to acquire and accept temporary construction easements for the project.

Attachment(s):

Cost Estimate Summary
Location Map
OCTA License Agreement

ID 1 CAPACITY, RELIABILITY, AND AUGMENTATION PROJECT #1, PACKAGE #2			
Cost Comparison			
Item Description	T.E. ROBERTS	QUANTA	
General Conditions/MOB/DEMOB/Permits	\$ 212,832	\$ 603,500	
Browning/I-5 Crossing	\$ 3,589,530	\$ 2,769,013	*
Crawford Canyon	\$ 1,317,090	\$ 779,376	*
6th Street	\$ 1,086,335	\$ 672,630	*
Fallen Leaf	\$ 1,347,813	\$ 1,427,674	*
		\$ 1,186,330	Slurry Backfill
		\$ 302,362	Spoils Disposal
TOTAL	\$ 7,553,600	\$ 7,740,885	**
*Estimate omitted slurry backfill and spoils disposal			
** Does not include DB fee of \$715,040			

ID1 CRA PROJECT LOCATION MAP



**ORANGE COUNTY TRANSPORTATION AUTHORITY
LICENSE AGREEMENT**

This LICENSE AGREEMENT ("Agreement") is made and entered into as of June 6, 2022 ("Effective Date"), by and between the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity ("OCTA"), and EAST ORANGE COUNTY WATER DISTRICT, ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I - BASIC LICENSE PROVISIONS

1. **Description of License Property:** The "License Property" shall be defined as that portion of the OCTA railroad right of way near Mile Post 178.47 located North of Edinger Avenue in the city of Tustin, California as shown on Exhibit "A" attached hereto and incorporated herein and as otherwise may further be defined and limited in Part II, Section 1.1 of this Agreement.

Approximate area: 600 ± square feet

2. **Use of License Property:** Installation of a 20-inch sewer line within a 36-inch steel encasement and subject to all the terms, conditions and limitations as set forth in Part II of this Agreement.

3. **Commencement Date:** Notwithstanding the Effective Date set forth above, the Term of the license provided by this Agreement shall commence only upon the date all parties have signed this Agreement.

4. **Term:** Month-to-Month

5. **License Fees:**

A. Base License Fee: \$2,000.00 payable annually in advance

B. One-Time Fee: \$500.00

C. Base License Fee Adjustment: Annually, based on CPI Index, per Section 2.2.1, Annual CPI Adjustment, General License Provisions.

6. **Insurance Requirements:** Insurance requirements are detailed in Section 16, Insurance.

7. **OCTA's Address:**

ORANGE COUNTY TRANSPORTATION AUTHORITY
550 S. Main Street
P. O. Box 14184
Orange, CA 92863-1584
Attn: Real Property Department

8. Licensee's Address:

EAST ORANGE COUNTY WATER DISTRICT
185 N. McPherson Rd.
Orange, CA 92869

9. Facility: The "Facility" shall be defined as any improvements made to the License Property by Licensee, which may include, but not limited to, a 20-inch sewer line within a 36-inch steel encasement. The "Facility" shall **not** include any existing improvements on the License Property prior to the Commencement Date.

10. Right to Possession. Licensee's right to possession and use of the License Property shall be effective and take place upon the Commencement Date.

11. The License Agreement. The **BASIC LICENSE PROVISIONS** (Part I) above and the **GENERAL LICENSE PROVISIONS** (Part II) set forth below are incorporated into the other and taken as a whole constitute this Agreement. If any conflict exists between Part I and Part II of this Agreement then Part I shall control.

PART II - GENERAL LICENSE PROVISIONS

1. LICENSE/TERM.

1.1 License. OCTA hereby grants to Licensee a non-exclusive license to use the real property owned by OCTA described on the attached Exhibit "A", which is incorporated herein by reference, and described in Item 1 of the Basic License Provisions (the "License Property"). The License Property shall be used solely for the limited purpose of construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto, for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility.

1.2 Licensee Party. In connection with this Agreement, Licensee, its officers, directors, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee Party"), subject to the provisions of this Agreement, may have reasonable rights of entry and access onto the License Property and use thereof. The License Property together with any adjoining real property (or any interest therein) of OCTA or personal property of OCTA located thereon, shall hereinafter collectively be defined and referred to as "OCTA Property."

1.3 Term of Agreement. The term ("Term") of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. This Agreement shall continue in full force and effect on a Month-to-Month basis as provided in Item 4 of the Basic License Provisions until terminated by either party on ninety (90) days' prior written notice. Licensee, therefore, acknowledges and agrees that notwithstanding any reliance upon this Agreement, the construction of the Facility or other expenditures incurred by Licensee based upon this Agreement, OCTA shall have the absolute right to terminate this Agreement prior to the date specified in Item 4 in its sole discretion by delivering ninety (90) days' prior written notice to Licensee.

1.4 Public Use. In addition to any and all other termination rights of OCTA described herein, Licensee hereby expressly recognizes and agrees that the License Property are located on OCTA

Property that may be developed for public projects and programs which may be implemented by OCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually, "Public Use"). As such, Licensee's use of the License Property under this Agreement is a temporary, interim use as to which Licensee has no right to nor expectation of use for any particular length of time, may be terminated by OCTA by ninety (90) days written notice to Licensee as set forth in Section 1.2 above, and accordingly, as a condition to entering into this License, Licensee expressly acknowledges and agrees as follows:

- (a) OCTA may terminate this License as set forth above for any Public Use, to be determined in the sole and absolute discretion of OCTA's Executive Director, or designee;
- (b) Licensee waives any objection to, opposition, or protest at any public hearing, permitting process, or other approval proceeding and shall not file suit to prevent or delay any Public Use when planned or implemented on the License Property, or any other OCTA Property;
- (c) If OCTA's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the License Property or any adjoining property for a Public Use and such Public Use requires relocation, modification, or removal of the Facility, Licensee shall reconstruct, alter, modify, relocate or remove the Facility as directed by OCTA or any parties having operating rights over the License Property, at Licensee's sole cost and expense, within ninety (90) days after written notice from OCTA; and
- (d) Licensee expressly assumes all risk of any future Public Use as determined by OCTA and in the event OCTA terminates this License and requires Licensee to vacate the License Property for any Public Use, Licensee agrees and acknowledges that Licensee shall not, as a result of such termination and vacation of the License Property, be entitled to receive any:
 - (i) relocation assistance, moving expenses, goodwill or other payments under the Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq.; or
 - (ii) compensation under any eminent domain or inverse condemnation law, including under California Eminent Domain Law (Government Code § 1230.010 et seq.).

1.5 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this license is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in a condition which is satisfactory to Licensee as of the Commencement Date.

2. PAYMENTS.

2.1 License Fee. As consideration for the rights given hereunder, Licensee agrees to pay to OCTA the Base License Fee specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2, and the one-time Additional License Fee specified in Item 5 of the Basic License Provisions. The one-time Additional License Fee and the first-year annual installment of the Base License Fee are due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the anniversary date of the Commencement Date and each subsequent annual installment provided herein shall be made before each anniversary year thereafter. The Base License fee for any fractional period upon the termination of this Agreement, or any specific Term provided herein, shall be prorated on a daily basis based upon a 365-day year and shall be reimbursed to Licensee.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. The Base License Fee shall be increased, but not decreased, as provided below as of and on each anniversary of the Commencement Date unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Anaheim/Riverside, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by OCTA.

2.2.2 Fair Market Adjustment. At intervals of not less than five (5) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by OCTA in good faith discretion. Such increases shall be effective on an anniversary date of the Commencement Date. OCTA shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the fifth anniversary of the Commencement Date, an adjustment may nevertheless be made on any subsequent anniversary date and thereafter at intervals of not less than five (5) years apart. Any such adjustment may take into consideration the increase in fair market rental value since the last adjustment.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to OCTA under this Agreement will cause OCTA to incur costs not contemplated by this Agreement. Therefore, if any payment due from Licensee is not received by OCTA within five (5) days of the date when due, Licensee shall pay to OCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$1,000 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that OCTA will incur by reason of a late payment by Licensee. Acceptance of any late payment shall not constitute a waiver of Licensee's default with respect to the overdue payment, and shall not prevent OCTA from exercising any of the other

rights and remedies available to OCTA under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES. Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility and its operations, the License Property, and/or any personal property, fixtures or equipment of Licensee used in connection therewith, or (b) as a result of any Licensee Party's use of the License Property, or the Facility.

4. CONSTRUCTION OF FACILITY AND RESTORATION.

4.1 Work on License Property. All construction work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed in accordance with and any and all applicable laws, rules and regulations (including the OCTA's rules and regulations), and in a manner which (i) meets or exceeds the then applicable standards of the industry for such construction work, and (ii) is satisfactory to OCTA. Prior to commencement of any construction, maintenance, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to OCTA for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by OCTA wherein such approval is at the sole discretion of OCTA. In addition, Licensee shall provide OCTA and all holders of underground utility facilities located within the License Property with at least ten (10) calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify OCTA's representative personally or by phone prior to commencing any Work.

4.2 Restoration of License Property. Unless otherwise requested by OCTA in writing, upon termination of this Agreement, Licensee shall remove the Facility and restore the License Property to its condition immediately preceding the commencement of any Work.

5. CONTRACTORS - APPROVAL AND INSURANCE. Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by OCTA. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect, throughout the term of such Work, insurance, as required by OCTA, in the amounts and coverages specified on, and issued by insurance companies as specified in Section 16, Insurance, of this Agreement. Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (a) be involved with such Work, or (b) may, for any reason, need to enter onto the License Property, to obtain and maintain in full force and effect throughout the term of such Work (as applicable), insurance, as required by OCTA, in the amounts and coverages specified on, and issued by insurance companies as described in Section 16, Insurance. OCTA reserves the right, at any time and throughout this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement provided OCTA gives Licensee sixty (60) days' prior written notice of such change.

6. REIMBURSEMENT. Licensee agrees to reimburse OCTA for all reasonable costs and expenses incurred by OCTA in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, (a) costs incurred by OCTA in furnishing any materials or performing any labor, in connection with any Work on the License Property; (b) reviewing Licensee's Work plans and/or inspecting any Work; (c) installing or removing, if necessary, protection beneath or along OCTA's tracks; (d) furnishing of watchmen, flagmen and inspectors as OCTA deems necessary; and (e) such other items or acts as OCTA in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS. Licensee will fully and promptly pay for all materials joined or affixed to the Facility or the License Property, and fully and promptly pay all persons who perform labor upon the Facility or the License

Property. Licensee shall not suffer or permit to be filed or enforced against the License Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by OCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless, and defend OCTA from all obligations and claims made against OCTA for the above described work, including attorney's fees. Licensee shall immediately furnish evidence of payment of any Work performed on the License Property upon request of OCTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to OCTA in compliance with applicable California law. If Licensee does not discharge any mechanic's liens or stop notice for work performed for Licensee, OCTA shall have the right to discharge the same (including by paying the claimant), and Licensee shall reimburse OCTA for the cost of such discharge within ten (10) business days after billing, including all reasonable attorneys' fees incurred by OCTA related thereto. OCTA reserves the right at any time to post and maintain on the OCTA Property and on the License Property such notices as may be necessary to protect OCTA against liability for all such liens and claims. The provisions of this Section 7 shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR. Licensee, at Licensee's sole expense, shall maintain and repair the License Property and the Facility in a condition satisfactory to OCTA and in accordance with the additional provisions set forth in Exhibit B attached hereto and incorporated herein during the Term of this Agreement and shall be responsible for all clean up and maintenance of the License Property resulting from its use. Licensee shall be responsible for any citations issued by any agency having jurisdiction as a result of Licensee's failure to comply with local codes. If any portion of OCTA Property, including improvements or fixtures, suffers damage by reason of the access to or use thereof by Licensee or any Licensee Party, including but not limited to damage arising from any test or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the OCTA Property to as good a condition as before such cause of damage occurred. Licensee's obligation for repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, cracks, indentations, mounds or other inclines created by any excavation by Licensee or Licensee Party.

9. LANDSCAPING/PROTECTIVE FENCING. If required by OCTA, Licensee, at its sole cost and expense, shall install barrier fencing and/or landscaping to shield the railroad track area from public access and/or the Facility from public view. OCTA shall have the right to review and approve fencing and/or landscaping plans prior to installation. All fencing and/or landscaping work shall be done in accordance with the provisions of Sections 4 and 5 and subject to the maintenance and repair provisions of Section 8 of this Agreement.

10. LIMITED USE. The License Property and the Facility shall be used solely for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental and necessary thereto, but such use shall be interpreted in the most restrictive manner. No change shall be made by Licensee in the use of the License Property or the Facility without OCTA's prior written approval, which may be withheld at its sole discretion.

11. ABANDONMENT. If at any time Licensee abandons the use of the Facility or the License Property, or any part thereof, or fails to use or occupy the License Property for a continuous period of ninety (90) days for the purposes contemplated herein, then this Agreement shall automatically terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, OCTA shall immediately be entitled to exclusive possession and ownership of that portion of the License Property and Facility so abandoned or discontinued, without the encumbrance of this Agreement. OCTA, at its option, may remove any materials, improvements, or any portion of the Facility remaining on the

abandoned property, and store and/or destroy the same, at Licensee's sole expense. Licensee shall provide OCTA a written notification of its intent to cease use of the License Property and/or abandon the License Property, or any portion thereof.

12. EVENT OF DEFAULT. If Licensee breaches, or fails to keep, observe or perform any agreement, covenant, term, or condition of this Agreement (collectively, "Event of Default") sole, then, in addition to any other available rights and remedies, OCTA, at its option, may:

(a) perform any necessary or appropriate corrective work caused by or relating to the Event of Default at Licensee's expense, which Licensee agrees to immediately pay to OCTA such expense, including reasonable attorney's fees, upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove Licensee or any other person occupying the License Property, by any lawful means, and repossess and enjoy the License Property and the Facility, without prejudice to any of the rights and remedies that OCTA may have under this Agreement, at law or in equity by reason of Licensee's Event of Default or of such termination.

13. SURRENDER. Upon termination of this Agreement, unless otherwise requested in writing by OCTA to leave all, or any portion of, the Facility in place, prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the License Property to as nearly as possible the same state and condition as existed prior to the construction, reconstruction or installation of the Facility. If Licensee fails to comply with the requirements of the preceding sentence, OCTA may at its option (a) perform the same at Licensee's sole cost and expense, which costs Licensee agrees to pay to OCTA immediately on demand, or (b) assume title and ownership of the Facility. No termination of this Agreement shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the Facility is removed and the License Property is restored.

14. INDEMNIFICATION. Licensee agrees to indemnify, defend and hold OCTA and its employees, officers, directors, agents and representatives and its and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all claims, damages, losses, liabilities, costs and expenses, including attorney's fees (collectively, the "Claims") for injury or damage to real, personal, tangible or intangible property, including loss of use of any OCTA property, and all Claims for bodily injury, sickness, disease, or death of any person, arising from or in any way related to (i) any act, omission or entry upon the License Property or other activity under this Agreement by Licensee or a Licensee Party (including but not limited to any Claim by any insurance company which has paid a claim and is subrogated to the rights of the claimant), or (ii) any breach by Licensee or a Licensee Party of its obligations under this Agreement; provided, however, that no indemnification shall be provided hereunder to the extent any Claim has been caused by the gross negligence or willful misconduct of Indemnified Parties.

This Section 14 shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnified Parties may have under the law or under this Agreement. Upon request of OCTA, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnified Parties by Licensee or a Licensee Party shall not limit Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnified Parties may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for

Licensee or a Licensee Party under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including, without limitation, the Facility, the License Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on OCTA Property, accident, fire, or other casualty on OCTA Property, or electrical discharge, noise or vibration resulting from OCTA's transit operations on or near OCTA Property. The term "OCTA" as used in this Section 15 shall include: (a) any transit or rail-related company validly operating upon or over OCTA's tracks or other property, and (b) any other persons or companies employed, retained or engaged by OCTA. As a material part of the consideration for this Agreement, Licensee, on behalf of itself and any Licensee Party, hereby waives all claims and demands against OCTA for any such loss, damage or injury of Licensee and/or any Licensee Party. Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Licensee accepts the risk that the facts or the law may later turn out to be different than Licensee understands them to be at this time and acknowledges that this assumption of risk and waiver will not be affected by such different state of facts or law. The provisions of this Section 15 shall survive the termination of this Agreement.

16. INSURANCE.

A. LICENSEE shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. LICENSEE shall provide the following insurance coverage:

1. Commercial General Liability, to include Contractual Liability, Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate.
2. Commercial Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident.
3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees.
4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease; and
5. Pollution Liability with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and employees as additional insureds as required by the License Agreement. LICENSEE shall include on the face of the certificate of insurance the License Agreement name and Number OC-306.

Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss. se to a related loss.

17. TESTS AND INSPECTION. OCTA shall have the right at any time to inspect the License Property and the Facility to monitor compliance with the terms of this Agreement. OCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary in its sole judgment or useful to evaluate the condition of the License Property. Licensee shall cooperate with OCTA and its agents in any tests or inspections deemed necessary by OCTA. Licensee shall pay or reimburse OCTA and appropriate regulatory agencies, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY. Licensee shall operate and maintain the License Property in compliance with all applicable federal, state, and local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Licensee shall not cause or permit, or allow any Licensee Party to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the brought upon, stored, used, generated, treated or disposed of on the License Property or OCTA Property. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Laws based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to OCTA) and hold harmless Indemnified Parties (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnified Parties as a result of (a) Licensee's or a Licensee Party's breach of any prohibition or provision of this Section 18 or (b) any release of Hazardous Materials upon or from the Facility or OCTA Property or contamination of OCTA Property (i) which occurs due to the use and occupancy of the Facility or the License Property by Licensee or a Licensee Party, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee Party.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnified Parties, unless caused solely by the gross negligence or willful misconduct of Indemnified Parties; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnified Parties may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of OCTA Property and/or any adjacent property, whether or not owned by OCTA, Licensee, at its sole expense, shall promptly take all actions necessary to clean up all such affected property and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of OCTA and any governmental authorities having jurisdiction thereover.

Upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, clean up and remove all Hazardous Materials in, on, under and/or about OCTA Property, which Licensee or any Licensee Party caused or permitted to be brought upon OCTA Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of OCTA and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS. NEITHER LICENSEE NOR ANY LICENSEE PARTY SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY.

20. SUBORDINATE RIGHTS. This Agreement is subject and subordinate to all prior and continuing rights and/or obligations of OCTA, and its successors and assigns, to use OCTA Property, inclusive of the License Property, in the exercise of its powers and in the performance of its duties, or for any other purpose including but not limited to those as a public transportation body. Accordingly, there is reserved and retained unto OCTA, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along OCTA Property, and to otherwise use OCTA Property, and in connection therewith the right of OCTA, its successors and assigns, to grant and convey to others, rights to and interests in OCTA Property, including on or in the vicinity of the License Property and the Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title, recorded and unrecorded ("Title Exceptions") which may affect OCTA Property now or hereafter, and no provision of this Agreement shall be construed as a covenant or warranty against the existence of any such present or future Title Exceptions, whether or not arising out of the actions of OCTA, its successors or assigns. OCTA makes no representations or warranties of any kind with regard to title to the License Property and Licensee accepts the License Property "AS IS WITH ALL FAULTS".

21. COMPLIANCE WITH LAWS. Licensee and any other Licensee Party shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the License Property. OCTA may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION. In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall only receive compensation (if any) from the condemning entity for the taking and damage to the Facility and any other compensation or damages arising out of such taking or condemnation, whether temporary or permanent, shall be awarded to OCTA and are hereby assigned by Licensee to OCTA. Licensee shall have no rights under California law or federal law to the receipt of any damages arising out of any use or proposed use of the License Property by OCTA or its respective agents, officers, contractors or employees and in entering into this Agreement expressly waives any such rights.

23. MARKERS. At the sole discretion of OCTA, Licensee shall place project markers in form and size satisfactory to OCTA on or about the License Property, identifying the Facility and its owners, which markers shall be constantly maintained by and at the expense of Licensee at such locations as OCTA shall designate. Such markers shall be relocated or removed upon request of OCTA without expense to OCTA. Licensee hereby acknowledges that the absence of markers in or about the License Property and OCTA Property does not constitute a warranty or representation by OCTA of the absence of subsurface installations.

24. GENERAL PROVISIONS.

24.1 Notices. All notices and demands, which either party is required to or desires to give to the other under this Agreement, shall be made in writing and sent by certified mail, return receipt requested, postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective on the date delivered to custody of U.S. Postal Service.

24.2 Non-Exclusive License. The license granted hereunder is not exclusive and OCTA specifically reserves the right to grant other licenses within the License Property so long as such other use does not reasonably interfere with use by of the License Property by Licensee as provided for in this Agreement.

24.3 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California and venue for any action or proceeding shall be within Orange County, California and if a civil action, jurisdiction shall be with the Orange County Superior Courts.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to OCTA not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due OCTA as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement. Interest shall not be payable on late charges incurred by Licensee.

24.6 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of any Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all indemnification provisions and obligations, payment obligations with respect to License Fees, and all obligations concerning the condition of the License Property and the Facility.

24.7 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.8 Amendment. This Agreement may be amended at any time only by the written agreement of OCTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties, so long as the same shall be in writing and executed by the parties hereto.

24.9 Assignment. This Agreement and the license granted hereunder are personal to the Licensee. Licensee shall not assign or transfer (whether voluntarily or involuntarily) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges granted hereunder, without the prior written consent of OCTA, which may be withheld in OCTA's sole and absolute discretion. Any attempted act in violation of the foregoing sentence shall be void and without effect and grant OCTA the right to immediately terminate this Agreement.

24.10 Attorney's Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.11 Nondiscrimination. Licensee certifies and agrees that all persons employed and any contractors retained, by either Licensee or other Licensee Party with respect to the License Property, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, disability or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.12 Further Acts. At OCTA's sole discretion, but at the sole expense of Licensee and without a right of reimbursement, Licensee agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, including the relocation of the Facility and the license granted hereunder.

24.13 Acknowledgement of No Right to Claim Relocation Benefits Against OCTA. Licensee hereby acknowledges and agrees that if OCTA asks Licensee to vacate the License Property, then Licensee shall not be entitled to any relocation benefits under this Agreement or by virtue of state or federal law, including, but limited to, no relocation assistance, moving expenses, loss of goodwill, or other payments under the Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 *et seq.* and/or the California Relocation Assistance Law, as amended, California Government Code §7260 *et seq.* Further, Licensee agrees it is not entitled to loss of good will or moving expensed from OCTA, SCRRA, Amtrak or BNSF.

24.14 Time of Essence. Time is of the essence in the performance of this Agreement.

24.15 No Recording. Licensee acknowledges and agrees this Agreement and the license granted herein does not constitute an interest in real property. Licensee shall not record or permit this Agreement to be recorded in the official records of the county where the License Property is located, which prohibition shall include any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereunder.

24.16 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property, including the Facility, or other sums expended by Licensee in furtherance of this Agreement, the license granted hereunder is revocable by OCTA in accordance with the terms of this Agreement and Licensee and any other Licensee Party assume the risk of such financial expenditures, which may not be recovered against OCTA.

24.17 Entire Agreement. This Agreement and Exhibits "A" and "B" hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the parties with respect to the items set forth herein.

24.18 Captions. The captions included in this Agreement are for convenience only and shall not be used to define, limit, or otherwise describe the scope or intent of this Agreement or any provisions hereof, or in any way affect the interpretation of this Agreement.

24.19 Additional Provisions. Those additional provisions set forth in Exhibit "B", if any, are hereby incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
James G. Beil, P.E, Executive Director,
Capital Programs

Date: _____

Approved As To Form:

By: _____
James M. Donich
General Counsel

LICENSEE

EAST ORANGE COUNTY WATER DISTRICT

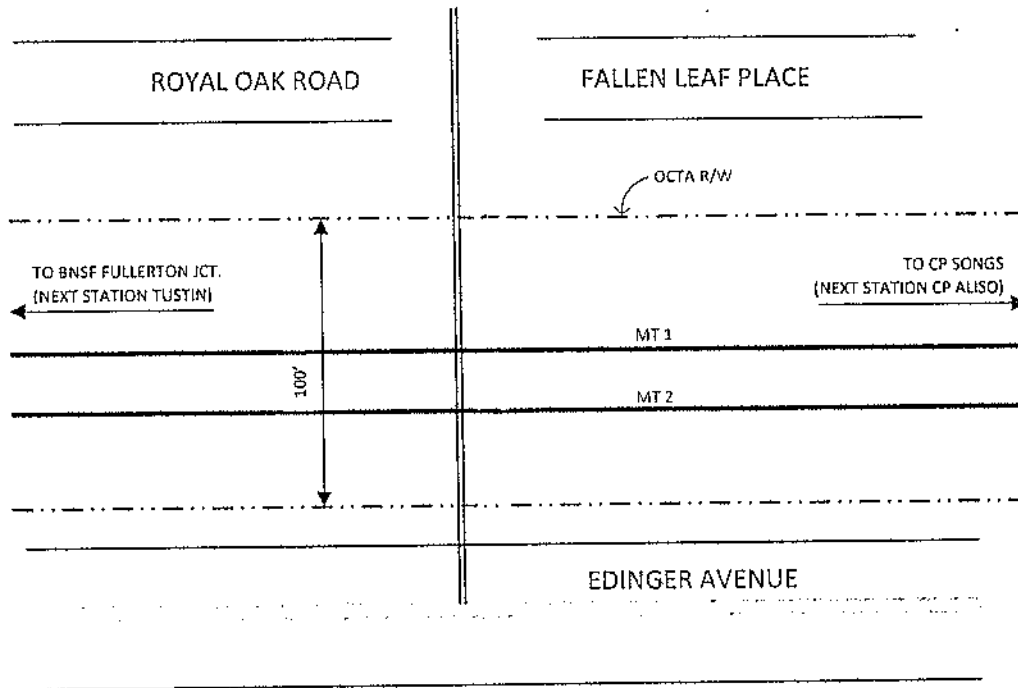
By: _____
David Youngblood, P.E., General Manager

Date: _____

EXHIBIT "A"

(To be Attached)

EXHIBIT "A"




LINE/BRANCH ORANGE	COUNTY: ORANGE	MILE POST 178.47		LICENSEE:	
Location CITY OF TUSTIN		LICENSE AREA [IN SQUARE FEET]: 600 +/- SQ.FT.		EAST ORANGE COUNTY WATER DISTRICT	
NEAREST CROSS STREETS: EDINGER AVENUE			ORANGE COUNTY TRANSPORTATION AUTHORITY P.O. BOX 14184 550 SOUTH MAIN STREET ORANGE, CA 92863-1584 TEL. NO. (714) 560-6282	CONTRACT NO.: OC-306	
USE: INSTALLATION OF A 20" SEWER LINE WITHIN A 36" STEEL CASING				SCALE: N-T-S	DATE: 05/23/22

EXHIBIT "B"

This Agreement is subject to the following additional terms and conditions:

1. The Licensee agrees to execute and deliver to SCRRA, prior to commencing then the Licensee shall incorporate in its contract documents SCRRA Form No. 6 and Rules and Requirements for Construction on Railway Property (SCRRA Form No. 37).
2. Licensee's contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect, insurance as required by SCRRA during the entire construction period. The Contractor shall furnish copies of the insurance certificates to all affected operating railroads.
3. If the personnel working on this project do not have CURRENT, SCRRA Safety Training Certification, contact Mr. Trevor Williams with JACOBS to schedule your 1- (up to 20 people) SCRRA Safety Training at (714) 659-1141 or via e-mail at, Trevor.Williams@jacobs.com Allow 24 to 72 hours from the request for safety training to arrange the training. No work may commence on the railroad right of way until this training has been completed. The contractor will need a valid SCRRA project number, located in the upper right-hand corner of the executed SCRRA Right-of-Entry Permit.
4. Flagging services are limited due to projects SCRRA has going on within the SCRRA Right-of-Way. J.L. Patterson requests the contractor to arrange flagging services a minimum of fifteen working days prior to beginning work. Although every effort is made to accommodate the contractor's schedule, prior notification does not guarantee the availability of protective services for the proposed date of work. Contractor shall contact Mr. Dale Stuart Jr. with J.L. Patterson at 1-213- 305-8424 to schedule (EIC) Flagging Services. The contractor will need a valid SCRRA project number, located in the upper right-hand corner of the Right-of-Entry.
5. Licensee or licensee's contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines and structures.
6. The applicant and/or the contractor shall follow SCRRA rules and regulations, addressed in "Rules and Requirements for Construction on Railway Property" (SCRRA Form 37). "Form 37 can be found on our website at: https://www.metroinktrains.com/globalassets/about/engineering/scrra_form_no_37.pdf
7. The applicant and/or the contractor will adhere to SCRRA's Excavation Support Guidelines. SCRRA's Excavation Support Guidelines can be found in our Design Criteria Manual (DCM), Chapter 15, which is on our website at: https://www.metroinktrains.com/globalassets/about/engineering/scrra_design_criteria_manual.pdf
8. Construction of pipeline will adhere to SCRRA Engineering Standard Plan ES 5001. "Engineering Standard ES 5001 may be found on our website at" https://www.metroinktrains.com/globalassets/about/engineering/es5001_pipelines_nonflammable_substances.pdf
9. Contractor will have to provide Shoring Plans for SCRRA Engineering to review
10. The boring, tunneling or jacking operation shall be progressed on a 24-hour basis without

stoppage when the casing is 20 feet from the centerline of the nearest track. In order to minimize disruption of Metrolink train services, this jacking operation will be done during weekends, preferable on Sunday when the train traffic is less than normal.

11. The face of all jacking and receiving pits shall be located outside of Right-of-Way, or a minimum of 25 feet from the center line of the nearest track, measured at right angle to the track, whichever is greater unless otherwise approved by SCRRA. The use of trench boxes may be permitted for jacking and receiving pits, however, trench boxes, shields, and hydraulic shores are not acceptable inside the zone of influence from railroad loading. Design of the temporary supports for the jacking and receiving pits must be conform to the requirements of SCRRA "Excavation Support Guidelines."
12. For any pipeline that is bored or jacked under the track, the Contractor must guarantee the work against settlement for two years after the completion of the work and must furnish a performance bond against failure or settlement of the soil around the jacked pipe or casing in the amount of \$180,000.00 as per SCRRA requirements shown in Form 37. PLEASE NOTE: More information on SCRRA's Performance Bond Requirements may be found in SECTION 5.11 Page 32 of SCRRA's Form 37.
13. If Traffic Control will be utilized. The temporary traffic control plans shall be prepared, signed and sealed by a California Licensed Civil or Traffic Engineer. Temporary traffic control will comply with the current editions of the California Manual of Uniform traffic Control Devices (CA MUTCD), Work area Traffic Control Handbook (WATCH), Temporary Traffic Control Work At or Near Grade Crossing Guidelines prepared by SCRRA and SCRRA's Engineering Standard ES43301.
14. No equipment, trucks or materials are allowed to be stored on the railroad right-of-way.
15. Cold milling of pavement within 3' of railroad crossing panels shall be performed with small equipment and done in a manner to not damage the railroad crossing panels.
16. A SCRRA RR Flagger will need to be present for any work within the RR ROW (including setup and removal of traffic control devices).
17. The Licensee agrees to comply and to ensure that its contractor complies with instructions of SCRRA's Employee-In-Charge (EIC) and representatives, in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SCRRA or its member agency tenants or licensees at or in the vicinity of the work and shall perform the work at such times as not to endanger or interfere with safe and timely operation of SCRRA's tract and other facilities.
18. The Licensee shall obtain permission from any fiber optic, gas or oil lines that may be located along or across the right-of-way.
19. If there will be ANY excavation on RR ROW, Licensee's contractor shall call SCRRA's Signal Department at (909) 592-1346 to mark signal and communication cables and conduits. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour

signal emergency number 1-888-446-9721.

20. Before excavating, the Contractor must determine whether any underground pipelines, electric wires, or cables, including fiber optic cable systems, are present and located within the Project work area by calling the Southern California Underground Service Alert at 811.
21. **Please Note:** Once the project has gone out to bid and a contractor selected they will need to provide (in one complete submittal):
 1. A completed Site Specific Work Plan (SSWP) that can be found on our website at:
[http://metrolinktrains.com/pdfs/EngineeringConstruction/Site Specific Work Plan.pdf](http://metrolinktrains.com/pdfs/EngineeringConstruction/Site%20Specific%20Work%20Plan.pdf)
 2. Daily Schedule of Activities
 3. Completed SCRRA Form 6 along with Insurance Certificates meeting SCRRA parameters of Coverage as outlined on pages 11-15 of the Form 6 + Performance Bond. SCRRA's Form 6 may be found on our website at:
[http://metrolinktrains.com/globalassets/about/engineering/scrra form no 6.pdf](http://metrolinktrains.com/globalassets/about/engineering/scrra%20form%20no%206.pdf)
 4. Monies to cover; continued plan review, continued administration fee, contingency, Flagging Services, SCRRA Safety Training and, Cable Signal Marking. These costs are outlined on our ROE Schedule of Fees that may be found on our website at:
[http://metrolinktrains.com/globalassets/about/engineering/scrra schedule of fees for third party construction.pdf](http://metrolinktrains.com/globalassets/about/engineering/scrra%20schedule%20of%20fees%20for%20third%20party%20construction.pdf).
 5. Shoring PlansFinally, PLEASE ADVISE THE CONTRACTOR TO RECH OUT TO CHRISTOS SOURMELIS, SCRRA, sourmelisc@scrra.net or 909-392-8463 REFERENCING SCRRA PROJECT #: 882114 PRIOR TO SUBMITTAL AND MR. SOURMELIS WILL GLADLY WALK THEM THROUGH THE PROCESS AND ANSWER ANY QUESTIONS THEY MAY HAVE.
22. No work may commence, and no direct services may be scheduled until ACRRA (Metrolink) issues an executed Right-of-Entry (ROE) Agreement, Form 6 in support of this project.
23. If SCRRA shall deem it necessary in the future, to build additional track, tracks or other facilities in connection with the operation of its railroad, at the request of SCRRA, the Licensee shall modify, at its own expense, the proposed utility and/or roadway to conform to the rail line.

MEMO

TO: ENGINEERING AND OPERATIONS COMMITTEE
FROM: GENERAL MANAGER
SUBJECT: PROPOSED FY2022/23 CAPITAL BUDGET
DATE JUNE 9, 2022

Background

Staff is pleased to present the FY2022/23 Capital Budget for review.

Recommendation

That the Committee recommend the FY2022/23 Capital Budget for inclusion in the annual budget for approval.

Attachment(s)

Proposed FY2022/23 Capital Budget



EOCWD

Budget Schedules & Line Items Narrative

FY 2022/23 Proposed Budget

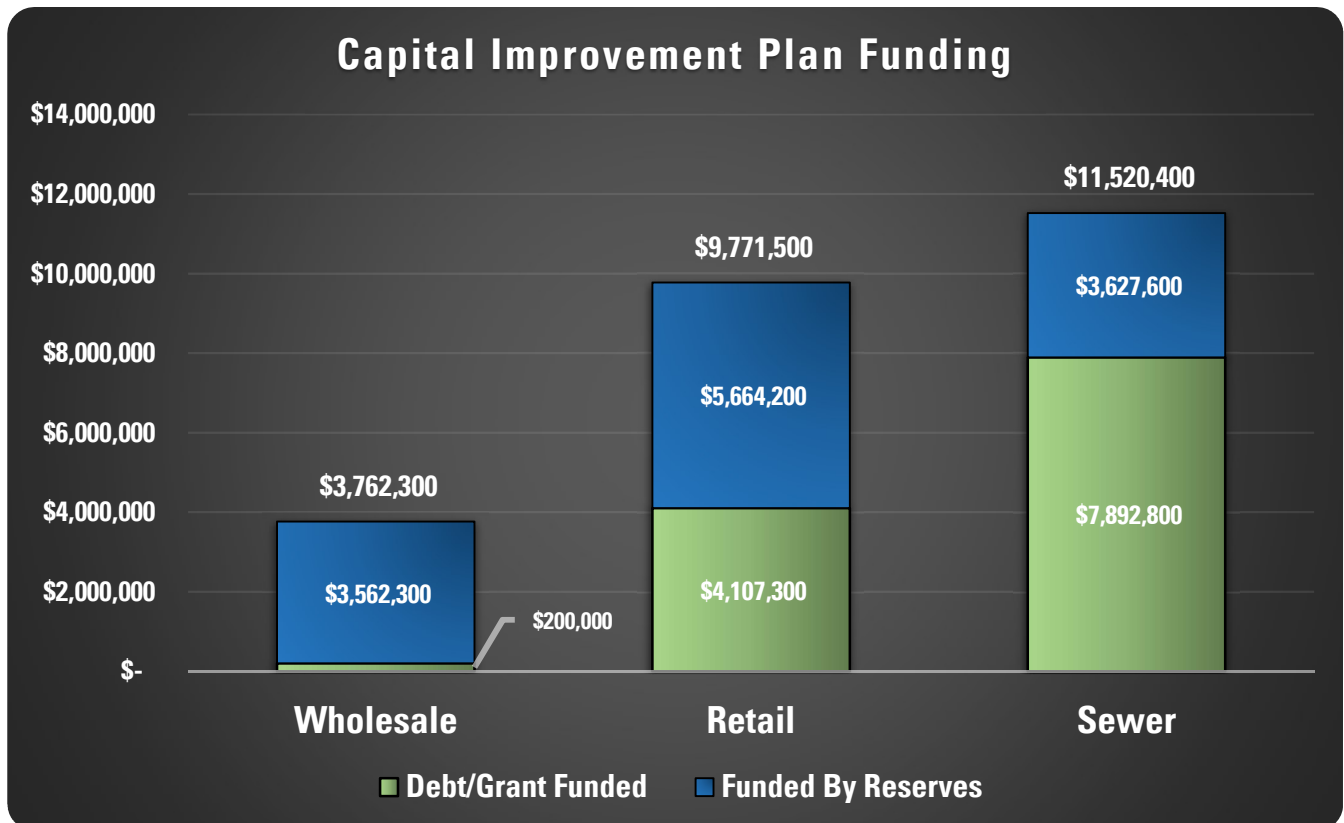
Schedule C – CIP Budget Summary

This Schedule shows the budget summary by fund for District’s Capital Improvement Plan for FY 22/23.

Column (A) shows the proposed CIP budget for the Wholesale zone, Column (B) shows the proposed CIP budget for the Retail zone, and Column (C) shows the proposed CIP budget for the Sewer zone. Column (D) shows the FY 22/23 District total Proposed CIP budget.

The Capital Improvement Plan is condensed into a few broad categories to summarize planned CIP spending by fund for the upcoming fiscal year. Projects anticipated to be funded by Debt or Grant proceeds are excluded from the calculation for Net Use of District Reserves for CIP in line 11.

	A	B	C	D
	Wholesale	Retail	Sewer	Total
	Proposed FY 2022/23 Budget	Proposed FY 2022/23 Budget	Proposed FY 2022/23 Budget	Proposed FY 2022/23 Budget
1 Capital Improvement Program				
2 Wells & Treatment	\$ 740,000	\$ 5,490,000	\$ -	\$ 6,230,000
3 Transmission/Distribution Systems	2,553,400	3,776,600	9,947,500	16,277,500
4 Vehicles & Equipment	42,300	48,300	84,300	174,900
5 Structures & Facilities	356,000	326,000	1,418,000	2,100,000
6 Information Technology	37,300	37,300	37,300	111,900
7 Studies & Assessments	33,300	93,300	33,300	159,900
8 Total Capital Improvement Program	3,762,300	9,771,500	11,520,400	25,054,200
9 Less: Debt Proceeds for CIP	-	(2,527,300)	(7,892,800)	(10,420,100)
10 Less: Grant Proceeds for CIP	(200,000)	(1,580,000)	-	(1,780,000)
11 Net Use of District Reserves for CIP	\$ 3,562,300	\$ 5,664,200	\$ 3,627,600	\$ 12,854,100



**East Orange County Water District
Wholesale Capital Detail
FY 2022/23**

Schedule C-1

Project ID		Project	Proposed Budget
s		Wells & Treatment	
1	21-38	Newport Reservoir Roof Repair and Recoating	\$ 700,000
2	22-49	Evaluation of Pump Station at Newport Reservoir (Hydraulic Modelling)	40,000
3		Total Wells & Treatment	740,000
4		Transmission/Distribution Systems	
5	21-43	Walnut Vault Replacement	700,000
6	21-45	SCADA System Improvements	533,400
7	23-05	Demo Treatment Plant and new storage at 6M site	300,000
8	23-07	6MG Reservoir - Pipeline and Vault Improvements	300,000
9	22-34	6MG Reservoir Replacement**	200,000
10	23-03	Cathodic Protection Improvements	190,000
11	22-17	Hydrant relocation at Jamboree	100,000
12	21-02	Valve Replacements	75,000
13	21-03	System Relocations / Pipeline Replacement	50,000
14	22-51	Wholesale Reservoir Backup Generators	50,000
15	22-45	Hydrant Replacements	15,000
16	22-48	Service Lateral Replacement	10,000
17	22-46	Easement clearing behind Newport Reservoir	10,000
18	21-50	SAC Pipeline Repairs	10,000
19	22-16	Pedestal Replacement at Chandler Ranch Turnout	10,000
20		Total Transmission/Distribution Systems	2,553,400
21		Vehicles & Equipment	
22	23-01	Dump Truck for Field Operations	33,300
23	23-08	Skid Steer Trailer	9,000
24		Total Vehicles & Equipment	42,300
25		Structures & Facilities	
26	22-33	District Headquarters	356,000
27		Total Structures & Facilities	356,000
28		Information Technology	
29	22-01	Financial Software and Implementation	37,300
30		Total Information Technology	37,300
31		Studies & Assessments	
32	21-29	AWIA Project	33,300
33		Total Studies & Assessments	33,300
34		Wholesale CIP Total	\$ 3,762,300
35		Less: Debts Proceeds Allocated for Capital Projects	-
36		Less: Grant Proceeds Allocated for Capital Projects	(200,000)
37		Wholesale CIP Net Budget (Reserve-Funded)	\$ 3,562,300

*Indicates projects will be funded by Debt Proceeds.

**Indicates projects will be funded by anticipated Grant Proceeds.

**East Orange County Water District
Retail Capital Detail
FY 2022/23**

Schedule C-2

Project ID	Project	Proposed Budget
1	Wells & Treatment	
2	21-06 VanderWerff Well**	\$ 3,860,000
3	21-01 VP Reservoir Replacement*	1,200,000
4	22-28 East Well Pump and Motor	150,000
5	23-02 Abandon West Well	150,000
6	22-29 East Well Electrical	100,000
7	21-05 PFAS Treatment Facility	30,000
8	Total Wells & Treatment	5,490,000
9	Transmission/Distribution Systems	
10	21-04 Barrett Reservoir Booster Pump Station Replacement	1,500,000
11	22-40 Circula Panorama Pipeline Replacement / Conversion	1,000,000
12	21-11 Brae Glen Pressurized CIPP	350,000
13	21-45 SCADA System Improvements	266,600
14	22-18 Orange Knoll PRV Station	130,000
15	21-02 Valve Replacements	100,000
16	22-32 Upsize 6" pipe on Circula Panorama to 12"	100,000
17	21-03 Allowance for System Relocations/Pipeline Replacement	60,000
18	22-45 Hydrant Replacements	60,000
19	22-37 6" Pipe Upsize / 8" Replacement Fairhaven Extension - Fowler to Circula	50,000
20	22-43 Replace 500' of 4" CMLMC pipe and install PRV Station to Zone III	50,000
21	22-48 Service Lateral Replacement	40,000
22	23-10 RZ Barrett Reservoir Exterior Coating	30,000
23	22-31 Barrett and Hinton Service Relocations	30,000
24	22-30 View Ridge New Valve	10,000
25	Total Transmission/Distribution Systems	3,776,600
26	Vehicles & Equipment	
27	23-01 Dump Truck for Field Operations	33,300
28	23-08 Skid Steer Trailer	15,000
29	Total Vehicles & Equipment	48,300
30	Structures & Facilities	
31	22-33 District Headquarters	326,000
32	Total Structures & Facilities	326,000
33	Information Technology	
34	22-01 Financial Software and Implementation	37,300
35	Total Information Technology	37,300
36	Studies & Assessments	
37	23-01 RZ Update Water Specifications	50,000
38	21-29 AWIA Project	33,300
39	23-09 RZ Update Water Atlas	10,000
40	Total Studies & Assessments	93,300
41	Retail CIP Total	\$ 9,771,500
42	Less: Debts Proceeds Allocated for Capital Projects	(2,527,300)
43	Less: Grant Proceeds Allocated for Capital Projects	(1,580,000)
44	Retail CIP Net Budget (Reserve-Funded)	\$ 5,664,200

*Indicates projects will be funded by Debt Proceeds.

**Indicates projects will be funded by anticipated Grant Proceeds.

**East Orange County Water District
Sewers Capital Detail
FY 2022/23**

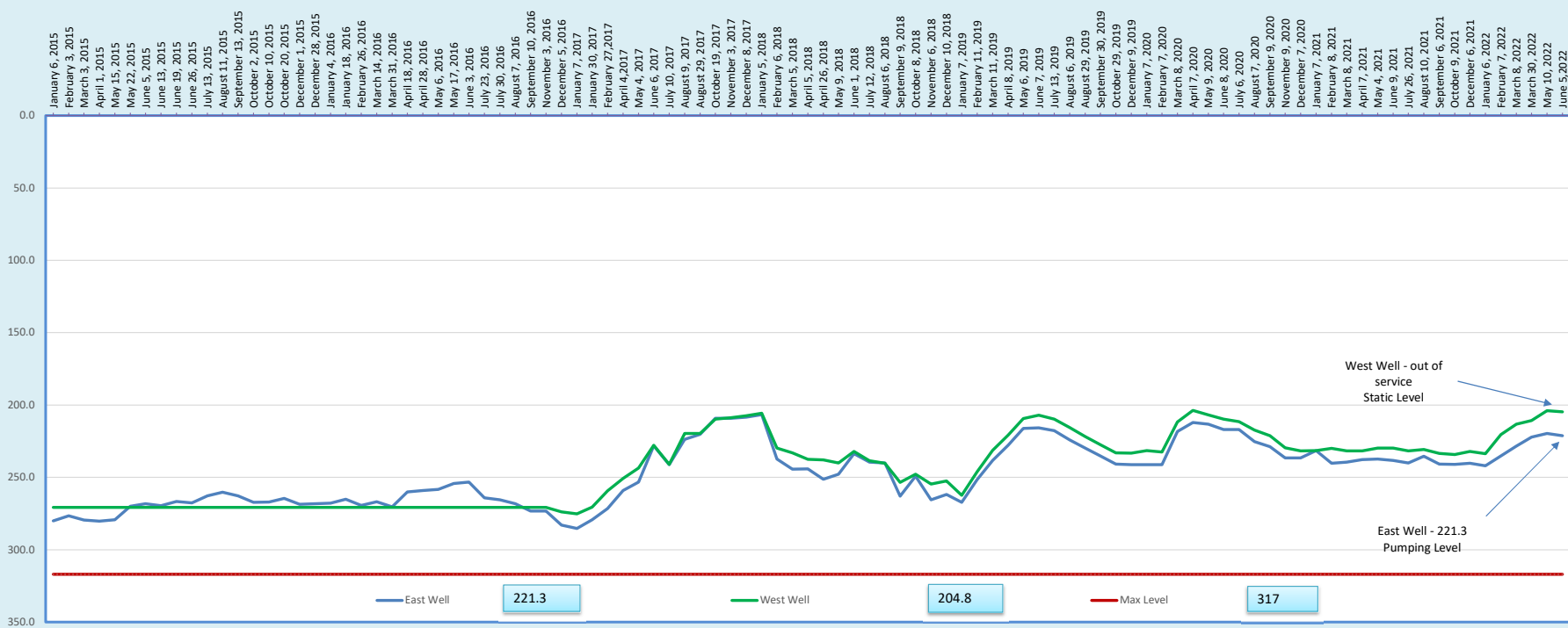
Schedule C-3

Project ID	Project	Proposed Budget
1	Transmission/Distribution Systems	
2	21-20 Browning Rehabilitation*	\$ 9,000,000
3	21-18 Manhole Additions, Raising, Frames & Covers (includes County projects)	250,000
4	21-13 CIPP	300,000
5	21-14 Sewer Replacement	150,000
6	21-17 Manhole Rehabilitation/Replacement	125,000
7	21-03 System Relocations / Pipeline Replacement	90,000
6	21-21 Backwater Valve Program	20,000
7	21-26 Smart Covers	12,500
10	Total Transmission/Distribution Systems	9,947,500
11	Vehicles & Equipment	
12	23-01 Dump Truck for Field Operations	33,300
12	21-34 Truck for Field Ops	35,000
13	21-25 Arrow Board	10,000
15	23-08 Skid Steer Tractor	6,000
16	Total Vehicles & Equipment	84,300
17	Structures & Facilities	
18	22-33 District Headquarters	1,418,000
19	Total Structures & Facilities	1,418,000
20	Information Technology	
21	22-01 Financial Software and Implementation	37,300
22	Total Information Technology	37,300
23	Studies & Assessments	
24	21-29 AWIA Project	33,300
25	Total Studies & Assessments	33,300
26	Sewer CIP Total	\$ 11,520,400
27	Less: Debts Proceeds Allocated for Capital Projects	(7,892,800)
28	Less: Grant Proceeds Allocated for Capital Projects	-
29	Sewer CIP Net Budget (Reserve-Funded)	\$ 3,627,600

*Indicates projects will be funded by Debt Proceeds.

**Indicates projects will be funded by anticipated Grant Proceeds.

East Well Pumping & West Well Static Water Levels



East Orange County Retail Zone Water Usage Report

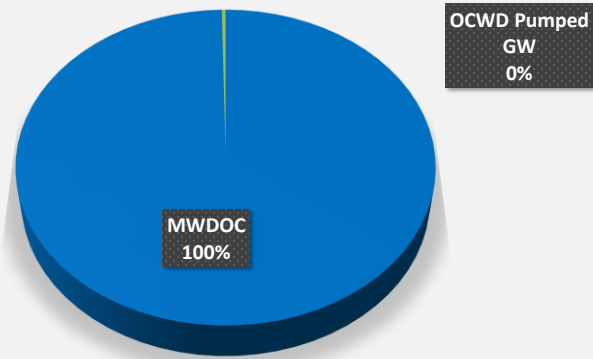
5B

East Orange County Retail Zone Overview of Usage FY 2021-22 Monthly Water Use

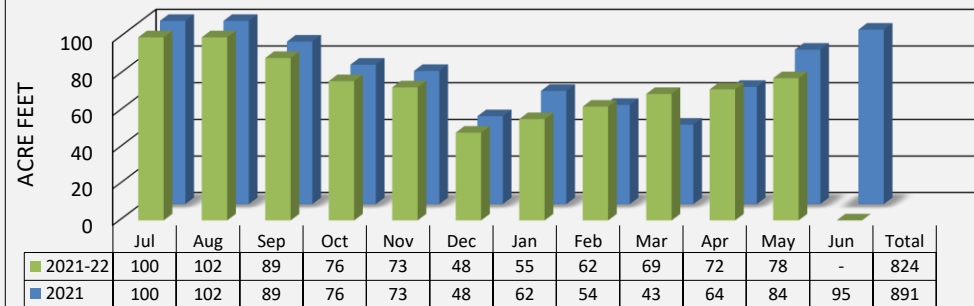
Type of Supply	July	August	September	October	November	December	January	February	March	April	May	June	Total
MWDOC	100	102	89	76	73	48	55	62	69	72	78	-	824
OCWD Pumped GW	0.2	0.3	0.3	0.3	0.3	-	0.3	0.6	-	0.3	-	-	3
Total	100	103	89	76	73	48	56	63	69	72	78	-	827

2021 MWDOC Usage	100	102	89	76	73	48	62	54	43	64	84	95	891
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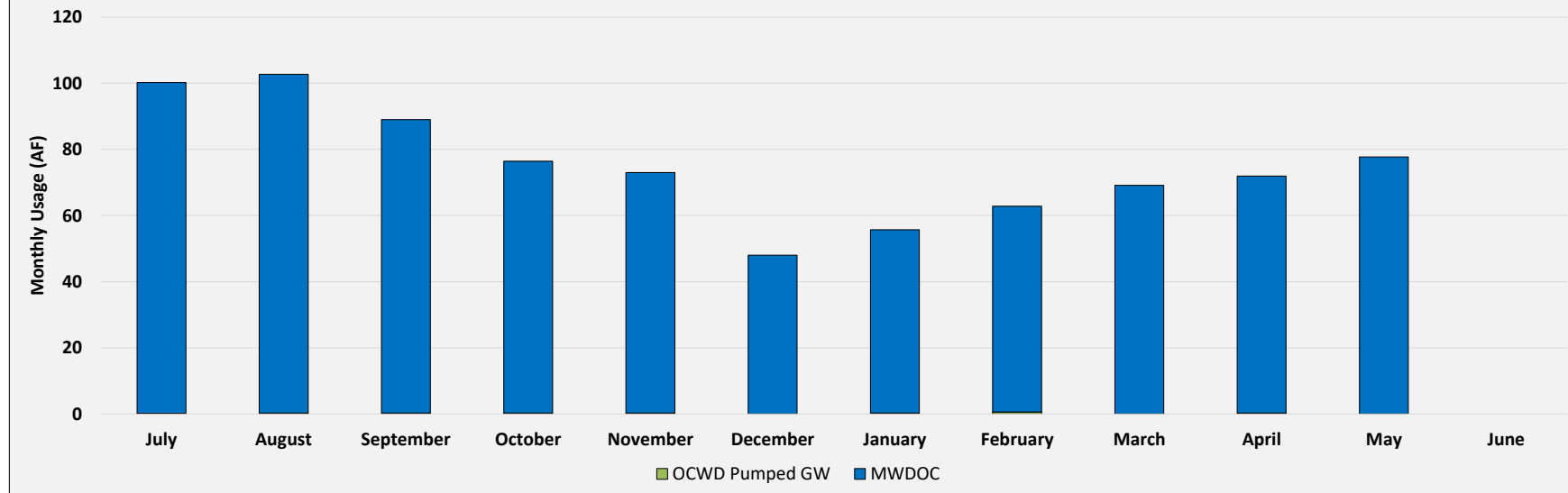
2021-22 Sources of Water



MWDOC Calendar Year and Fiscal Year Purchases



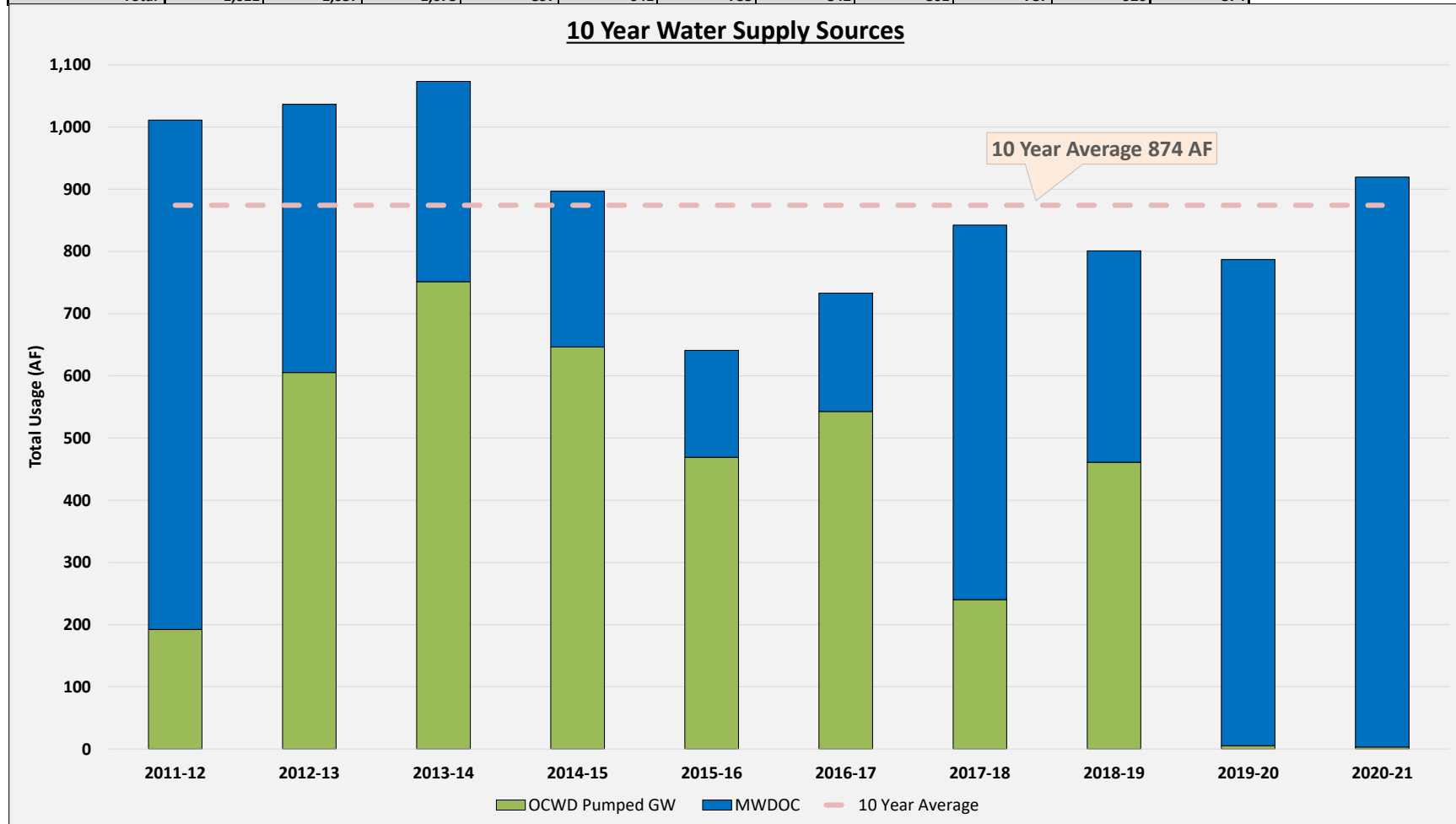
2021-22 Monthly Water Supply Sources



East Orange County Retail Zone Water Usage Report

Annual Water Usage

Type of Supply	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Average
MWDOC	819.1	431.3	322.0	250.7	172.1	190.2	602.1	340.0	781.8	916.4	482.6
OCWD Pumped GW	192.1	605.2	751.3	646.3	468.9	542.7	240.2	461.0	5.2	3.1	391.6
Total	1,011	1,037	1,073	897	641	733	842	801	787	920	874

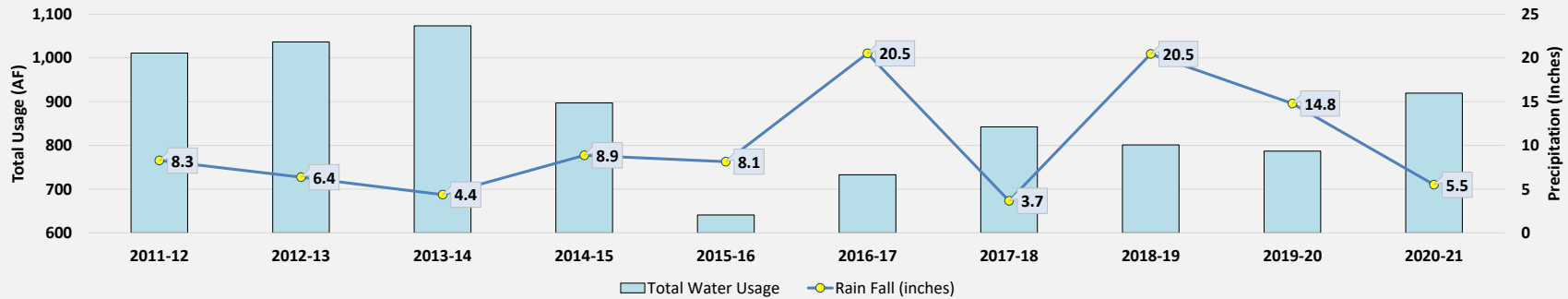


East Orange County Retail Zone Water Usage Report

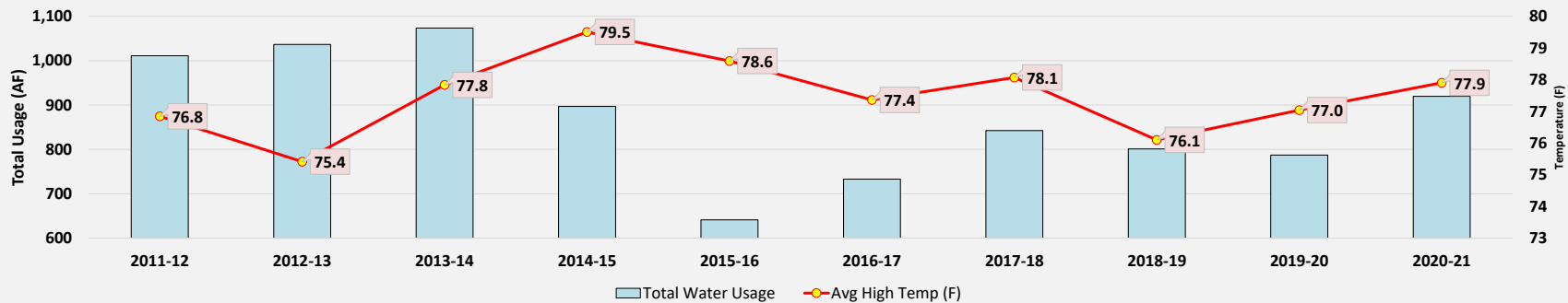
Water Usage Variables

Type of Supply	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Average
Rain Fall (inches)	8.3	6.4	4.4	8.9	8.1	20.5	3.7	20.5	14.8	5.5	10.1
Avg High Temp (F)	76.8	75.4	77.8	79.5	78.6	77.4	78.1	76.1	77.0	77.9	77.5
LA Unemployment %	10.9%	9.6%	8.2%	7.1%	5.4%	4.6%	4.3%	4.2%	7.9%	11.5%	7.4%
Total Water Usage	1,011	1,037	1,073	897	641	733	842	801	787	920	874

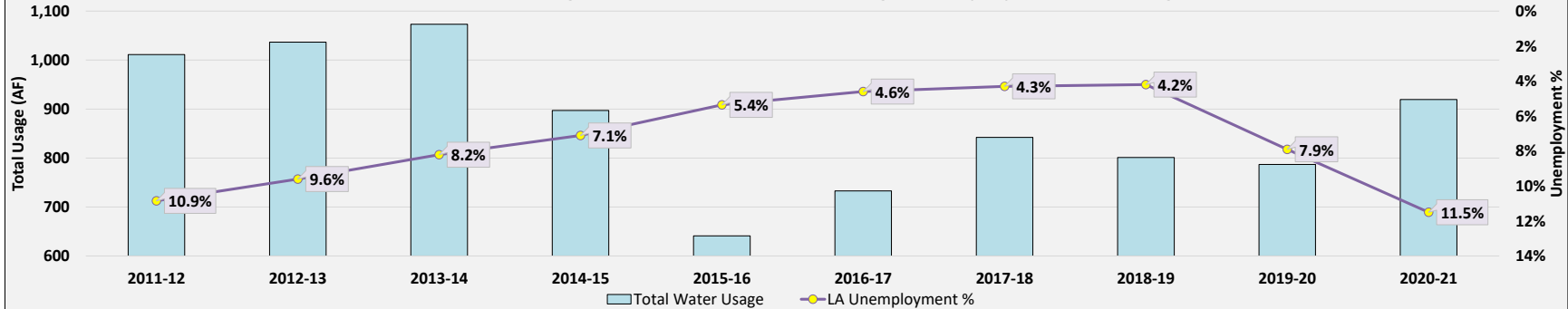
10 Year Water Usage VS Precipitation (SNA #121 Station)



10 Year Water Usage VS Average High Temperature (Santa Ana Fire Station)



10 Year Water Usage VS L.A. Metro Annual Average Unemployment Percentages



East Orange County Retail Zone Water Usage Report

East Orange County Retail Zone Detailed Usage Historical Monthly Potable Usage (Fiscal Year, July-June)

Fiscal Year	July	August	September	October	November	December	January	February	March	April	May	June	Total
2015-16 Usage	54	69	60	46	61	45	29	46	64	35	63	69	641
2016-17 Usage	82	87	70	68	58	44	37	32	43	70	70	79	738
2017-18 Usage	87	98	77	81	60	70	53	49	45	67	71	84	842
2018-19 Usage	107	99	85	73	62	40	47	29	43	61	59	77	781
2019-20 Usage	82	87	86	83	68	46	47	56	38	52	67	76	787
2020-21 Usage	90	99	93	91	75	68	62	54	44	64	85	95	920
Average of Last 6 FYs	83	90	78	74	64	52	46	44	46	58	69	80	785
Monthly Usage Percentage	11%	11%	10%	9%	8%	7%	6%	6%	6%	7%	9%	10%	100%

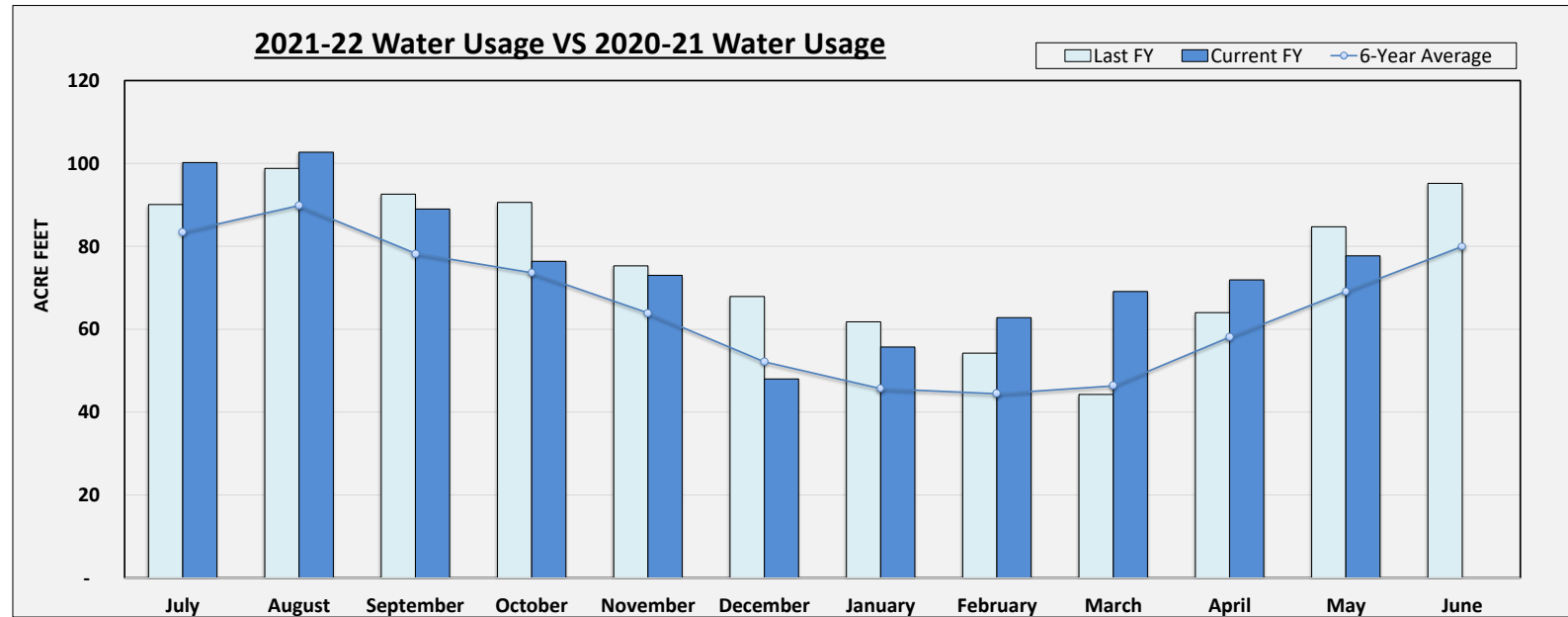
Water Usage By Source

Imported	July	August	September	October	November	December	January	February	March	April	May	June	Total
MWD via EO Wholesale	100.0	102.4	88.7	76.1	72.7	48.0	55.4	62.2	69.1	71.6	77.7	-	823.9
Water from IRWD during OC-70 shutdown	-	-	-	-	-	-	-	-	-	-	-	-	-
CPTP	-	-	-	-	-	-	-	-	-	-	-	-	-
MWD In-Lieu*	-	-	-	-	-	-	-	-	-	-	-	-	-
Imported Total	100	102	89	76	73	48	55	62	69	72	78	-	823.9

*In-lieu totals are subtracted from imported totals

Local	July	August	September	October	November	December	January	February	March	April	May	June	Total
OCWD Pumped GW	0.2	0.3	0.3	0.3	0.3	-	0.3	0.6	-	0.3	-	-	2.6
Less Fill up Reservoir	-	-	-	-	-	-	-	-	-	-	-	-	-
Less CPTP	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Total (minus reservoir)	0.2	0.3	0.3	0.3	0.3	-	0.3	0.6	-	0.3	-	-	2.6

Total Usage 2021-22 (minus reservoir)	100	103	89	76	73	48	56	63	69	72	78	-	827
FY 20-21 versus FY 21-22	+11%	+4%	-4%	-16%	-3%	-29%	-10%	+16%	+56%	+12%	-8%	-	

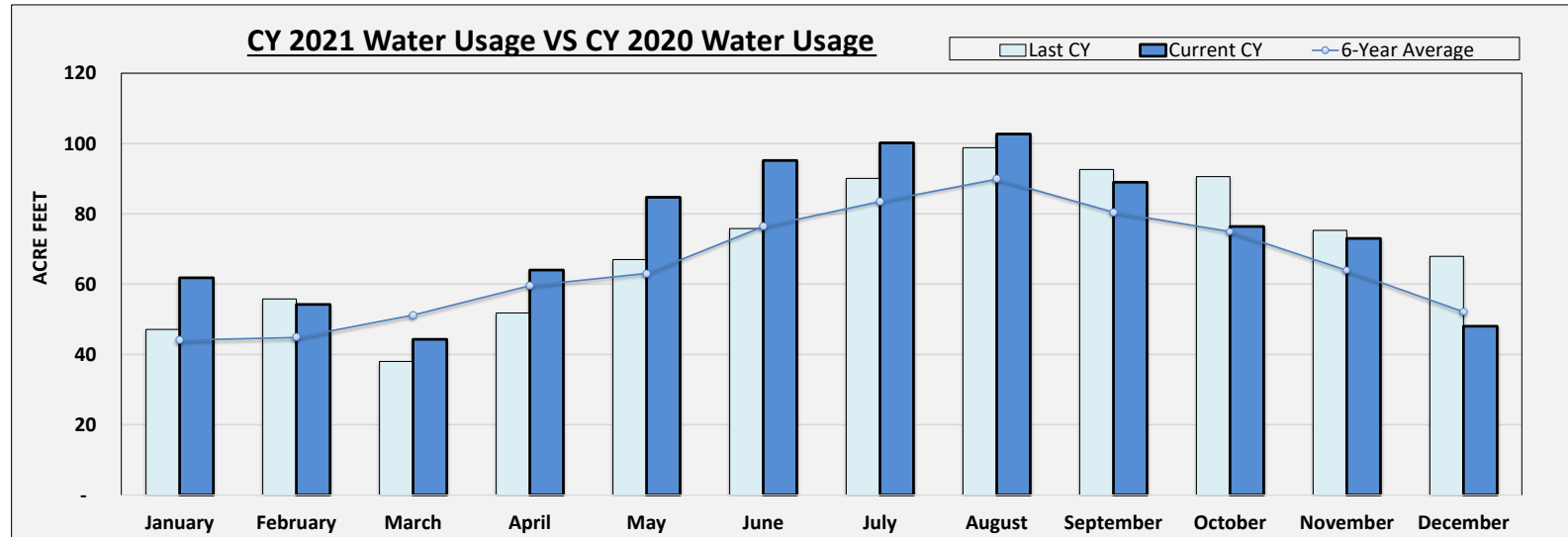


East Orange County Retail Zone Water Usage Report

Historical Monthly Potable Usage (Calendar Year)

Calendar Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2015	59	53	72	73	52	74	54	69	60	46	61	45	718
2016	29	46	64	35	63	69	82	87	70	68	58	44	713
2017	31	32	43	70	70	79	87	98	77	81	60	70	798
2018	53	49	45	67	71	84	107	99	97	81	62	40	855
2019	45	33	45	61	55	77	82	87	86	83	68	46	767
2020	47	56	38	52	67	76	90	99	93	91	75	68	851
6 year Average	44	45	51	60	63	76	83	90	80	75	64	52	784

Total Water Usage 2021	62	54	44	64	85	95	100	103	89	76	73	48	894
2021 VS 2020 Usage	+31%	-3%	+17%	+24%	+26%	+26%	+11%	+4%	-4%	-16%	-3%	-29%	



	Population	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2020 Usage (AF)		47	56	38	52	67	76	90	99	93	91	75	68	851
2020 GPCD	3,210	154	202	124	175	219	256	295	324	313	297	255	222	237
2021 Usage (AF)		62	54	44	64	85	95	100	102	89	76	73	48	892
2021 GPCD	3,222	202	196	144	216	276	321	326	334	299	248	245	157	247
CY over CY change in GPCD		+47	-6	+20	+40	+57	+64	+31	+11	-14	-48	-10	-66	+11

	Population	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2020-21 Usage (AF)		90	99	93	91	75	68	62	54	44	64	85	95	920
2020-21 GPCD	3,210	295	324	313	297	255	222	202	197	145	217	277	322	256
2021-22 Usage (AF)		100	102	89	76	73	48	55	62	69	72	78	-	824
2021-22 GPCD	3,222	326	334	299	248	245	157	181	225	225	241	253	-	249
FY over FY change in GPCD		+31	+11	-14	-48	-10	-66	-22	+28	+80	+25	-24	-	-7

*Cumulative through the end of the last month shown

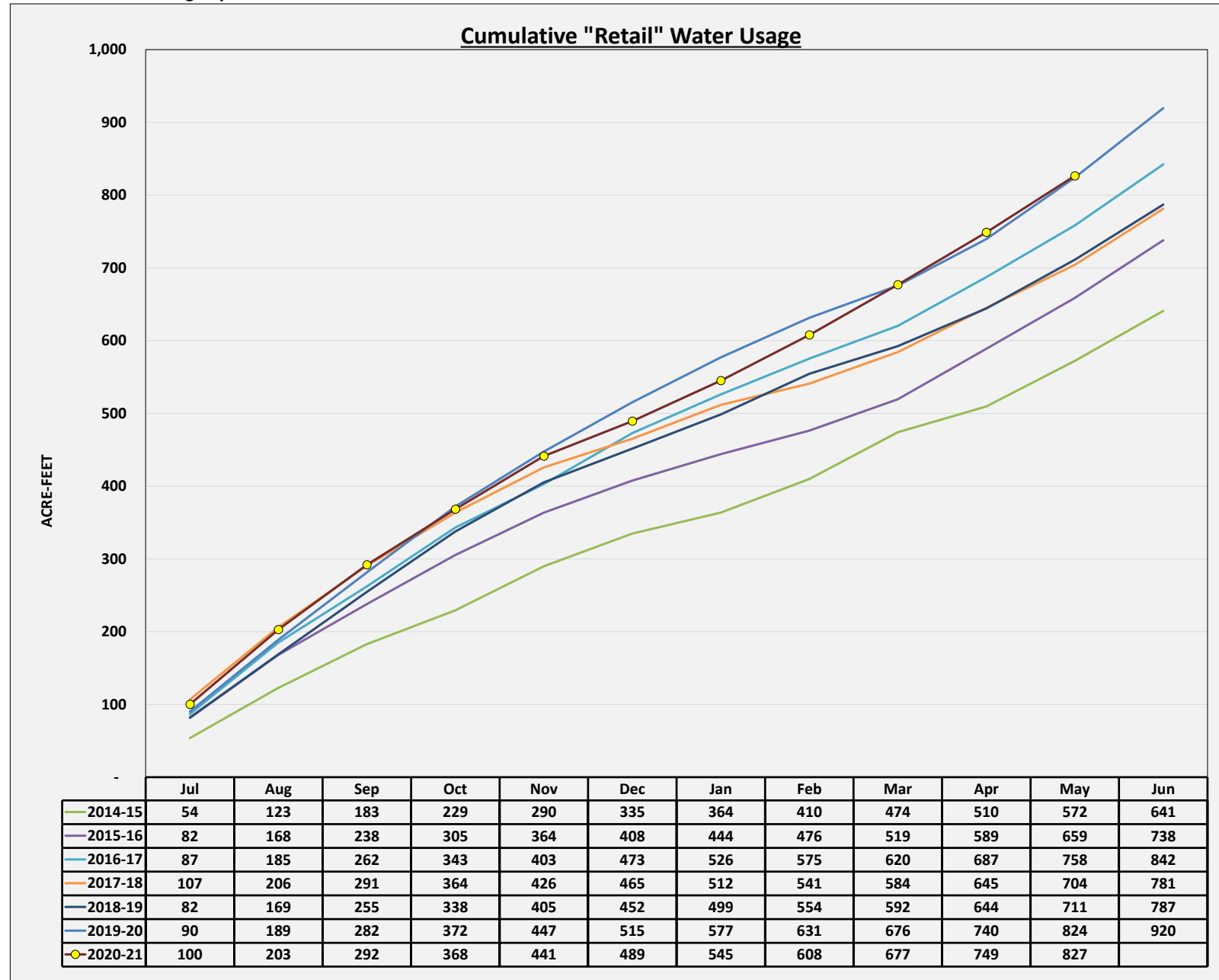
*GPCD = (Total Monthly Production - Fill up Reservoir) / Population/days in the month

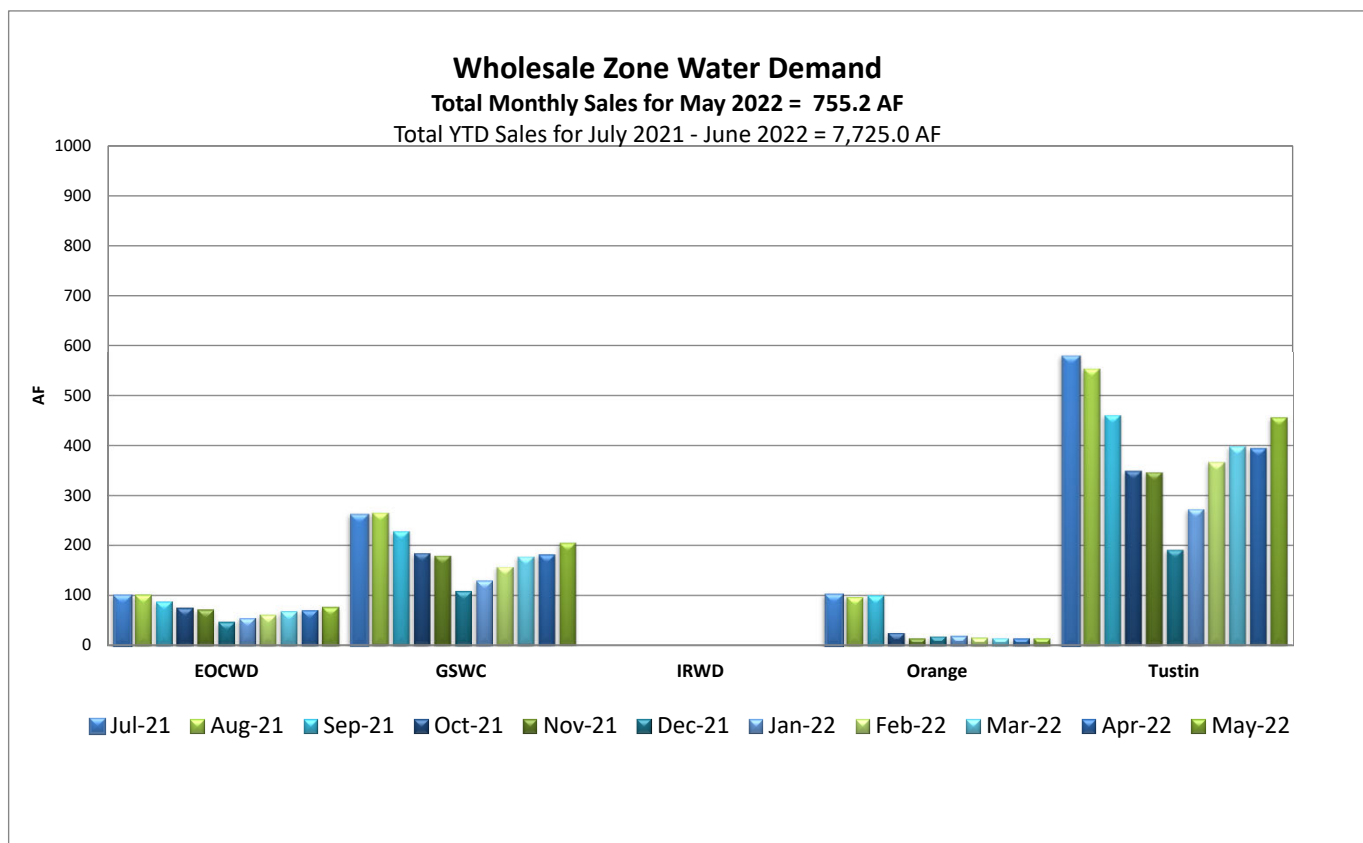
*For the months of July 2021 through May 2022, groundwater usage was not delivered to customers and is not counted towards GPCD



East Orange County Retail Zone Water Usage Report

Cumulative Water Usage by Fiscal Year




EOCWD IMPORTED WATER DELIVERY BALANCE - FY21/22

(Acre-feet)

	OC-43	OC-48				OC-70						TOTAL DELIVERIES BY AGENCY				
	MWD Tustin	Retail Zone	Golden State	Tustin	MWD Total	IRWD Jamboree	Orange	Retail Zone	Golden State	Tustin	MWD Total	IRWD OPA	Orange	Retail Zone	Golden State	Tustin
JUL	357.4	0.0	22.0	218.6	240.5	0.0	101.6	100.0	238.7	1.8	442.1	0.0	101.6	100.0	260.7	577.8
AUG	315.3	0.0	21.7	237.3	259.0	0.0	97.8	102.4	244.3	1.7	446.3	0.0	97.8	102.4	266.0	554.3
SEP	258.6	0.0	16.1	196.1	212.2	0.0	101.1	88.7	212.9	6.7	409.4	0.0	101.1	88.7	229.0	461.4
OCT	188.5	0.0	13.9	145.7	159.6	0.0	26.3	76.1	171.4	15.6	289.4	0.0	26.3	76.1	185.3	349.8
NOV	194.4	0.0	15.0	147.9	162.9	0.0	15.1	72.7	165.3	4.7	257.8	0.0	15.1	72.7	180.3	347.0
DEC	98.6	0.0	8.8	92.2	101.0	0.0	19.1	48.0	100.9	1.0	169.0	0.0	19.1	48.0	109.7	191.8
JAN	140.1	0.0	10.3	128.7	139.0	0.0	19.8	55.4	120.5	4.3	200.0	0.0	19.8	55.4	130.8	273.1
FEB	195.0	0.0	13.1	169.9	183.0	0.0	16.2	62.2	144.7	2.2	225.3	0.0	16.2	62.2	157.8	367.1
MAR	242.6	0.0	17.5	154.3	171.8	0.0	15.4	69.1	160.7	1.7	246.9	0.0	15.4	69.1	178.2	398.6
APR	230.2	0.0	15.3	162.3	177.6	0.0	15.0	71.6	167.0	2.7	256.3	0.0	15.0	71.6	182.3	395.2
MAY	277.0	0.0	17.2	177.0	194.1	0.0	15.2	77.7	188.6	2.5	284.0	0.0	15.2	77.7	205.8	456.5
JUN												0.0	0.0	0.0	0.0	0.0
Total	2497.7	0.0	170.9	1830.0	2000.7	0.0	442.6	823.9	1915.0	44.9	3226.5	0.0	442.6	823.9	2085.9	4372.6