

AMENDMENT NO. 8
TO
AGREEMENT FOR DESIGN, CONSTRUCTION,
USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF
COASTAL TREATMENT PLANT
FOR AND ON BEHALF OF
PROJECT COMMITTEE NO. 15,
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
(THE "PC 15 AGREEMENT")

THIS AMENDMENT NO. 8 to the PC 15 Agreement is entered into and effective as of the 18th day of December, 2002 (the "Execution Date"), by and among South Orange County Wastewater Authority ("SOCWA"), the successor entity to Aliso Water Management Agency ("AWMA"), and created by that joint powers agreement entitled "Joint Exercise of Powers Agreement Creating South Orange County Wastewater Authority, Orange County, California (SOCWA)," dated July 1, 2001 (the "Joint Powers Agreement"), on behalf of SOCWA Project Committee No. 15, and the following participating member agencies of Project Committee No. 15:

- (a) South Coast Water District ("SCWD");
- (b) City of Laguna Beach ("CLB");
- (c) Emerald Bay Service District ("EBSD"); and
- (d) Moulton Niguel Water District ("MNWD").

The foregoing entities are collectively in some instances referred to as the "PC 15 Members," or individually as "party" and collectively or in combination as "parties." All parties are member agencies of SOCWA and parties to the Joint Powers Agreement.

RECITALS

A. Project Committee No. 15 was formed to own and operate a regional wastewater treatment plant known as the "Coastal Treatment Plant" (the "CTP"). AWMA and the PC 15 Members previously entered into the PC 15 Agreement and Amendment Nos. 1, 2, 3, 4, 5, 6 and 7 thereto, for the design, construction, financing, operation and maintenance of the CTP, inclusive of the maintenance of an access road providing ingress and egress to the CTP, and the construction and operation of a sludge force main as well as the construction and operation of SCWD's recycled water facilities located on the CTP site. Amendment No. 7 provided for MNWD's membership in Project Committee No. 15 simultaneously with MNWD's purchase of

treatment capacity in the CTP from SCWD and CLB. As used herein, the term "PC 15" includes Project Committee No. 15 and any and all predecessor and successor project committees. The term "PC 15 Agreement" as used herein includes Amendment Nos. 1, 2, 3, 4, 5, 6 and 7 thereto.

B. In conjunction with the operation and maintenance of the CTP, as well as the SCWD recycled water facilities, SOCWA and the PC 15 Members own and maintain an access road for ingress and egress purposes. The access road traverses a portion of the Aliso Valley, along Aliso Creek, commencing at Alicia Parkway near the entrance to the Aliso and Wood Canyons Wilderness Park and terminating at the CTP site. Exhibit A attached to this Amendment No. 8 depicts the existing access road alignment (the "Access Road"), as well as various other existing facilities and improvements discussed throughout this Amendment No. 8.

C. SOCWA operates two 4-inch sludge force mains to convey solids by-products from wastewater treated at the CTP to the SOCWA (PC 17) Joint Regional Treatment Plant (JRTP). The alignment of the sludge force mains, which are located on the east side of Aliso Creek, is depicted in Exhibit A. The PC 15 Members previously authorized the construction of a 6-inch relocated sludge force main (the "Relocated Sludge Force Main") to be built in an alignment west of Aliso Creek, as depicted in attached Exhibit B. Exhibit B delineates Reaches B, D and E of the Relocated Sludge Force Main, and the actual and/or anticipated location of each reach. Upon final completion, currently anticipated to be July, 2003, the Relocated Sludge Force Main will be used in lieu of the original sludge force mains by the PC 15 Members.

D. MNWD, an original owner/participant in the CTP prior to AWMA's acquisition and expansion of the CTP for the PC 15 Members (not including MNWD), previously constructed and owns and operates an 18-inch sewer pipeline to convey emergency overflows from SOCWA's (PC 21) Alicia Parkway Pumping Station to the CTP drainage pump station. The 18-inch sewer pipeline was recognized by the EPA/SWRCB grant conditions applicable to the Alicia Parkway Pumping Station project. MNWD has repaired and protected the 18-inch sewer line at various times of operation and at various locations due to wash-outs during wet weather conditions, and has also financed substantial upgrades to the CTP drainage pump station to prevent overflow incidents at the CTP drainage pump station. The alignment of the 18-inch sewer pipeline, along the east Aliso Creek embankment area, is depicted in Exhibit A. MNWD, with SOCWA's assistance, has explored the option of replacing the 18-inch sewer pipeline with

a larger capacity emergency sewer in a location on the west side of Aliso Creek so as to eliminate wash-outs and possible sewer overflow incidents.

E. In March, 2000, SCWD, on behalf of AWMA and the other PC 15 Members, completed construction of Reach A (except for a minor remaining portion through the JRTP site) and Reach C of the Relocated Sludge Force Main. Reach A is located adjacent to Alicia Parkway and within the Laguna Niguel Regional Park under encroachment permits from the County of Orange and the City of Laguna Niguel. Reach C is located within an easement alignment granted by Shea Homes to SOCWA for such pipeline as well as for the relocation of the associated portions of the Access Road. In order to install the minor remaining portion of Reach A and remaining Reaches B, D and E of the Relocated Sludge Force Main, SOCWA proposes to relocate certain portions of the Access Road (the "Relocated Access Road") to an alignment removed from the Aliso Creek embankment areas within the County of Orange's Aliso and Wood Canyons Wilderness Park (the "Relocated Easement") as shown in Exhibit B.

F. PC 15 Member MNWD has proposed that SOCWA install, at MNWD's expense, the emergency sewer pipeline to be known as the "Aliso Creek Emergency Sewer" (ACES) and a recycled water pipeline (together, the "PC 15-MNWD Pipelines") generally within the alignment of the Relocated Access Road concurrently with installation of the remaining reaches of the Relocated Sludge Force Main. The PC 15-MNWD Pipelines will (i) facilitate MNWD's use of its wastewater treatment capacity interests in the CTP purchased by MNWD in 1999 from other PC 15 Members pursuant to Amendment No. 7 to the PC 15 Agreement and (ii) provide a new emergency sewer overflow system to connect the Alicia Parkway Pumping Station to the CTP. The proposed construction and installation of the PC 15-MNWD Pipelines along with the remaining portion of Reach A and Reaches B, D and E of the Relocated Sludge Force Main (as shown in Exhibit B) and the corresponding Relocated Access Road (as shown in Exhibit B) are collectively referred to as the "Relocation Project" in this Amendment No. 8.

G. The County of Orange, SOCWA, U.S. Army Corps of Engineers, federal and State resource agencies, and other public water and wastewater agencies along with various South Orange County cities have participated in a study of Aliso Creek in order to address erosion resulting from development, as well as water quality impacts resulting from urban runoff. As a result of the study and ongoing discussions among such entities, the County and the federal and State resource agencies are supportive of the Relocation Project.

H. AWMA and the County of Orange previously executed a joint use agreement dated June 6, 1990, entitled "Agreement Regarding Joint Use of AWMA Coastal Treatment Plant Access Easement" to prescribe terms and conditions for County's use of certain portions of the Access Road and the County's installation of an adjacent dirt bike path for use by members of the public within Aliso and Wood Canyons Wilderness Park. SOCWA and the County have proposed entering into the "Agreement for Relocation of SOCWA Coastal Treatment Plant Access Road/Pipeline Easements and Joint Use for County Recreational Purposes between South Orange County Wastewater Authority and the County of Orange" (the "County JUA") to permit the County's use of the Relocated Access Road and an associated asphalt bike path upon completion, and to provide for the installation of the Relocation Project. The County JUA is Attachment 1 to this Amendment No. 8. The bike path as well as other County park facilities referred to in this agreement and in the County JUA are depicted in attached Exhibit C.

I. SOCWA and the PC 15 Members desire to enter into this Amendment No. 8 in order to provide certain terms and conditions for the funding, design, construction, installation and ownership of the Relocation Project, including but not limited to MNWD's funding of the PC 15-MNWD Pipelines.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment No. 8, the parties agree as follows:

Section 1. Relocation Project: Funding, Ownership. The PC 15 Members previously approved the design, construction and installation of Reaches A and C of the Relocated Sludge Force Main and the associated sections of the Relocated Access Road, as well as the associated funding obligations among the members. The PC 15 Members now desire to set forth the funding obligations for the completion of Reach A to the JRTP and Reaches B, D and E of the Relocated Sludge Force Main and associated sections of the Relocated Access Road, in accordance with the PC 15 Agreement, and prior budget approvals (if any). It should be noted that Reach E of the Relocated Sludge Force Main is located entirely within the CTP site, and no portion thereof will be installed within the Relocated Access Road. The funding methodology and allocations among the PC 15 Members for Reaches A, B, C, D and E of the Force Main and associated road sections, and for all the components of the Relocation Project are set forth in attached Exhibit D. On behalf of Project Committee No.15 and SOCWA, MNWD agrees to

construct Reaches B, D and E of the Relocated Sludge Force Main and associated sections of the Relocated Access Road, and the PC 15-MNWD Pipelines. SOCWA will construct the remaining portion of Reach A and obtain any remaining associated permits and/or right-of-way. MNWD will fund the costs of the PC 15-MNWD Pipelines. The PC 15 Members will own capacity in the Relocated Sludge Force Main in accordance with the PC 15 Agreement. Upon completion of the PC 15-MNWD Pipelines by MNWD, SOCWA will own such pipelines and associated right-of-way for the benefit of MNWD; MNWD will own 100% of the capacity in such pipelines. MNWD agrees to confer, consult and otherwise work closely with SOCWA during the design and construction of the Relocation Project.

Section 2. Easement(s) Acquisition. A portion of the PC 15-MNWD Pipelines will be installed in the Relocated Access Road easement, or within separate alignments in the vicinity of such road easement, and SOCWA, with full support and assistance by MNWD, will obtain such easements from County for the purposes described in this Amendment No. 8. A portion of the PC 15-MNWD Pipelines will be installed in right-of-way within property owned by Aliso Viejo Community Association ("AVCA"). SOCWA, with full support and assistance by MNWD, will obtain easement(s) from the AVCA, and any other agreements necessary for such purposes, all at MNWD's cost, if any. Additionally, MNWD will assist SOCWA in obtaining all easements needed for the Relocated Sludge Force Main reaches and the Relocated Access Road. The form of easement grant deeds for any portion of the Relocation Project shall be reviewed and approved jointly by SOCWA and MNWD prior to SOCWA's acceptance and recordation.

Section 3. Design: PC 15 - MNWD Pipelines. MNWD will fund 100% of the costs for design of the PC 15 - MNWD Pipelines. MNWD previously entered into a design contract for design of PC 15 - MNWD Pipelines and shall be responsible for the continuing rights, duties and obligations under such contract. MNWD shall provide SOCWA with the final plans prior to commencement of construction by MNWD.

Section 4. CEQA/Permits. AWMA previously acted as lead agency for the California Environmental Quality Act ("CEQA") proceedings in connection with the PC 15-MNWD Pipelines as part of the overall Relocation Project CEQA proceedings, all at MNWD's cost, and a Mitigated Negative Declaration was certified by the AWMA Board of Directors on May 24, 2001. MNWD will assist SOCWA in obtaining all required County permits and other regulatory permits for the Relocation Project, such permits to be granted in SOCWA's name on behalf of Project Committee No. 15.

Section 5. Project Construction. On behalf of SOCWA, MNWD will enter into a construction contract(s) for Reaches B, D and E of the Relocated Sludge Force Main and related segments of the Relocated Access Road, as well as the PC 15-MNWD Pipelines. MNWD will confer and consult with SOCWA prior to soliciting proposals and/or bids as it relates to the Relocation Project and secure SOCWA's approval. Upon approval of the construction contract for the Relocation Project by Project Committee 15 and MNWD's formal award of the contract, and prior to MNWD's issuing the Notice to Proceed, the PC 15 Members will deposit contract amounts for the remainder of Reach A and Reaches B, D and E of the Relocated Sludge Force Main in proportion to their funding obligations hereunder (Exhibit D) in accordance with SOCWA's policy and procedure and budget approvals, if amounts currently on deposit with SOCWA are not otherwise adequate. The allocations of construction costs related to the PC 15-MNWD Pipelines will be reviewed and approved by the PC 15 Members at the time of their approval of the Relocation Project construction contract(s). MNWD will confer and consult with SOCWA and secure SOCWA's approval prior to approving any change orders to the Relocation Project contract(s) exceeding Twenty Thousand Dollars (\$20,000), individually, or in the aggregate. SOCWA shall deposit all funds under and pursuant to this Amendment No. 8 in accordance with project committee policies and procedures. MNWD will require all construction contracts for the Relocation Project to include SOCWA and its member agencies and Project Committee No. 15 as named indemnified parties and named additional insureds under all applicable insurance policies required by such contracts.

Section 6. Public Park Improvements. Pursuant to the County JUA, MNWD on behalf of Project Committee No. 15 and SOCWA will install certain public park improvements to be inspected, approved, accepted and owned by the County upon completion. These improvements are a hiking-equestrian-mountain bike decomposed granite- surface trail; an asphalt bike path; and certain other related improvements. The anticipated locations of the proposed public park improvements are depicted in Exhibit C. MNWD agrees that it shall fund 100% of the costs of the public park improvements.

Section 7. Relocated Access Road. The PC 15 Members will have undivided interests in the Relocated Access Road in accordance with their respective liquid treatment capacities in the CTP facilities. SOCWA will be responsible for maintenance for the Relocated Access Road; provided, PC 15 currently contemplates that it will enter into an operations and maintenance agreement with MNWD for MNWD's assumption of such operation and maintenance duties, in conjunction with the operation and maintenance of the PC 15 - MNWD

Pipelines by MNWD in accordance with Section 10 of this agreement. The SOCWA budget policies and procedures shall govern deposits and expenditures of such funds. Annual maintenance costs for the Relocated Access Road shall continue to be allocated among the PC 15 Members as currently allocated in connection with the other PC 15 facilities.

Section 8A. MNWD's Cost Obligations. A summary of MNWD's financial obligations (separate and apart from MNWD's obligations as a PC 15 Member) to SOCWA PC 15 under this Amendment No. 8, as depicted on Exhibit D, is as follows: (a) (i) all costs of design of Reaches B, D and E of the Relocated Sludge Force Main; (ii) all costs of construction of Reach D, exclusive of the pipeline materials; (iii) all costs of design and construction of the Relocated Access Road for Reaches B and D; (iv) all costs of design and construction of the PC 15-MNWD Pipelines; and (v) all affiliated right-of-way costs for the Relocation Project, including administrative, engineering, consulting and legal expense, as more particularly set forth in this agreement;

(b) all costs for the installation of the County public park improvements per the County JUA, including the gates to be installed at one location along the Relocated Access Road (as more particularly described in the County JUA), as more particularly set forth in this agreement;

(c) any costs of Aliso Creek bank protection work or improvements and subsequent annual maintenance, or repair costs of any such installation or work or improvement of on the west side of Aliso Creek for the benefit of the PC 15-MNWD Pipelines as may be necessary, or required by a regulatory agency in the future; provided, Project Committee 15 is responsible for such bank protection costs for the benefit of SOCWA facilities. Any such annual maintenance or repair costs of the Aliso Creek bank on the west side will be allocated between MNWD and Project Committee 15 in proportion to the total construction costs (inclusive of materials) expended for the PC 15-MNWD Pipelines and those costs expended for the Relocated Sludge Force Main (or other effected SOCWA facilities) (hereinafter referred to as the "Relocation Project Cost Proportion");

(d) all operations and maintenance or capital repairs and replacement costs for the PC 15-MNWD Pipelines, and any other costs as more particularly set forth in in this agreement; and,

(e) all administrative, consulting and legal costs incurred by SOCWA in connection with the CEQA proceedings (inclusive of any mitigation costs or payments if required) and permits for the Relocation Project, and with the preparation, drafting and execution of the County JUA and this Amendment No. 8, as more particularly set forth in this agreement. Included within the mitigation costs described herein are certain archeological mitigation costs that are anticipated to be incurred in connection with trenching for the Relocation Project pipelines; MNWD's share of such archeological costs will be allocated based on the Relocation Project Cost Proportion, with SOCWA responsible for its proportionate share thereunder.

Section 8B. PC 15 Relocation Project Cost Obligations. A summary of the PC 15 Members' financial obligations for the Relocation Project is set forth in Exhibit D (note: Exhibit D also includes prior funding of completed reaches of Relocated Sludge Force Main) and is as follows: (i) costs of construction and materials for remainder of Reach A and for Reaches B and E; (ii) costs of pipeline materials for Reach D; and (iii) individual PC 15 Member's consulting or legal costs as set forth in Section 10 of this agreement. Any archeological costs described above in Section 8A(e) will be included in the construction costs allocated in Exhibit D, as a separate line item when such costs are determined.

Section 9. O & M PC 15 - MNWD Pipelines. MNWD shall have the obligation to operate and maintain the PC 15-MNWD Pipelines upon completion of construction, at its sole cost. SOCWA will enter into an operations and maintenance agreement with MNWD for such purposes within sixty (60) days after the Notice of Completion for the pipelines is recorded by MNWD. The terms of the operations and maintenance agreement shall be similar to those agreements SOCWA has with its other member agencies for contract operations of SOCWA-owned facilities benefitting a single member agency. The PC 15 Members and MNWD may consider expanding such operations and maintenance agreement to also provide for MNWD's operation and maintenance of the entire Relocation Project, or portions thereof.

Section 10. Document Preparation. MNWD agrees to pay the administrative, consulting, engineering and legal costs and expenses incurred by SOCWA (including costs incurred prior to execution of this Amendment No. 8) for the preparation of the County JUA and this Amendment No. 8, the CEQA documents and all proceedings, meetings and other work related to the Relocation Project (but not including the minor remaining work in connection with Reach A of the Relocated Sludge Force Main (except as to its share of such costs as a PC 15 Member)), whether or not the Relocation Project is substantially modified, or abandoned, or

completed. Upon MNWD's execution of this Amendment No. 8, MNWD will pay SOCWA for all such bills previously invoiced to and/or paid by SOCWA for all such matters not previously reimbursed by MNWD. After the Execution Date, MNWD shall pay any further such amounts within sixty (60) calendar days of receipt of SOCWA's written request, which request shall include copies of the service invoices.

All administrative, engineering, legal, environmental, regulatory or other costs, fees, or expenses incurred by any individual PC 15 Member for that member's own review and approval of this Amendment No. 8 or any other matter associated with the Relocation Project are not considered an obligation or cost of SOCWA or Project Committee No. 15 or MNWD and shall be paid for by such PC 15 Member from its own funds and not from any funds on deposit with SOCWA for Project Committee No. 15.

Section 11. Successors. The PC 15 Agreement and this Amendment No. 8 shall be binding on and shall inure to the benefit of the parties and their successors.

Section 12. PC 15 Agreement. Except as modified herein, all other terms and conditions of the PC 15 Agreement shall remain in full force and effect. To the extent that provisions of this Amendment No. 8 are inconsistent or in conflict with the provisions of the PC 15 Agreement, this Amendment No. 8 shall be controlling.

Section 13. Recitals/Exhibits. The parties each represent and agree the Recitals are true and correct. The Recitals and the Exhibits referenced herein are incorporated into this Amendment No. 8. A summary of the Exhibits is as follows:

- Exhibit A** Schematic of Existing Facilities and Improvements: CTP Access Road, 4 inch sludge force mains; 18 inch overflow sewer
- Exhibit B** Schematic of Proposed Facilities and Improvements: Relocated Sludge Force Main Reaches B, C, D and E ; PC 15-MNWD Pipelines (sewer, recycled water); Relocated Access Road
- Exhibit C** Schematic of County JUA Park Improvements (Bike Path, Hiking Trail, Gate Locations).
- Exhibit D** Cost Breakdown of Relocation Project Components Among PC 15 Members

Section 14. Waiver. No waiver of any default by a party or parties shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

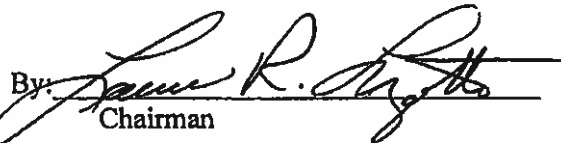
Section 15. No Other Beneficiaries. Except as may be specifically provided for in this Amendment No. 8, nothing contained herein is intended to confer, nor shall this Amendment No. 8 be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

Section 16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 17. Abandonment of ACES Project. In the event, or to the extent, MNWD determines in its sole discretion to abandon construction of the Aliso Creek Emergency Sewer (ACES) prior to award of the contract for construction of the Relocation Project (to be documented by the date of issuance of the Notice to Proceed for the Relocation Project), then the parties agree that all of the parties' rights, duties and obligations under this Agreement will be null and void, and this Agreement will be terminated without any further action by the parties; provided, MNWD's agreement to fund or reimburse the costs under Sections 8A(e) and 10 shall remain a binding obligation of MNWD. MNWD shall provide SOCWA with notice of its determination to abandon the ACES project in an expeditious manner pursuant to this Agreement.

THIS AMENDMENT NO. 8 is entered into by each of the parties as of the Execution Date defined above.

**SOUTH ORANGE COUNTY
WASTEWATER AUTHORITY**

By: 
Chairman

Dated: December 18, 2002

By: 
Secretary

SOUTH COAST WATER DISTRICT

By: _____
President/Vice-President

Date: _____

By: _____
Secretary/Assistant Secretary

CITY OF LAGUNA BEACH

By: Kenneth Frank
City Manager

Date: 12-27-02

By: Terma L. Pellegrini
City Clerk

EMERALD BAY SERVICE DISTRICT

By: _____
President/Vice-President

Date: _____

By: _____
Secretary/Assistant Secretary

MOULTON NIGUEL WATER DISTRICT

By: _____
President/Vice-President

Date: _____

By: _____
Secretary/Assistant Secretary

SOUTH COAST WATER DISTRICT

By: _____
President/Vice-President

Date: _____

By: _____
Secretary/Assistant Secretary

CITY OF LAGUNA BEACH

By: _____
City Manager

Date: _____

By: _____
City Clerk

EMERALD BAY SERVICE DISTRICT

By: _____
President/Vice-President

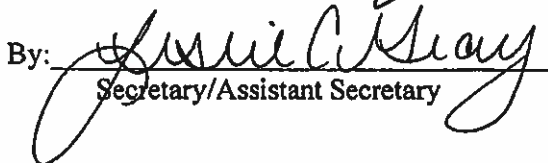
Date: _____

By: _____
Secretary/Assistant Secretary

MOULTON NIGUEL WATER DISTRICT

By:  _____
President/Vice-President

Date: 11/14/03

By:  _____
Secretary/Assistant Secretary

SOUTH COAST WATER DISTRICT

By: _____
President/Vice-President

Date: _____

By: _____
Secretary/Assistant Secretary

CITY OF LAGUNA BEACH

By: _____
City Manager

Date: _____

By: _____
City Clerk

EMERALD BAY SERVICE DISTRICT

By: *[Signature]*
President/Vice-President

Date: January 15, 2003

By: *[Signature]*
Secretary/Assistant Secretary

MOULTON NIGUEL WATER DISTRICT

By: _____
President/Vice-President

Date: _____

By: _____
Secretary/Assistant Secretary

EXHIBIT A

**Schematic of Existing Facilities and Improvements: CTP Access Road, 4 inch sludge mains; 18
inch overflow sewer**

SOUTH COAST WATER DISTRICT

By: 
President/Vice-President

Date: 1-30-03

By: Michael P. Dunbar
Secretary/Assistant Secretary

CITY OF LAGUNA BEACH

By: _____
City Manager

Date: _____

By: _____
City Clerk

EMERALD BAY SERVICE DISTRICT

By: _____
President/Vice-President

Date: _____

By: _____
Secretary/Assistant Secretary

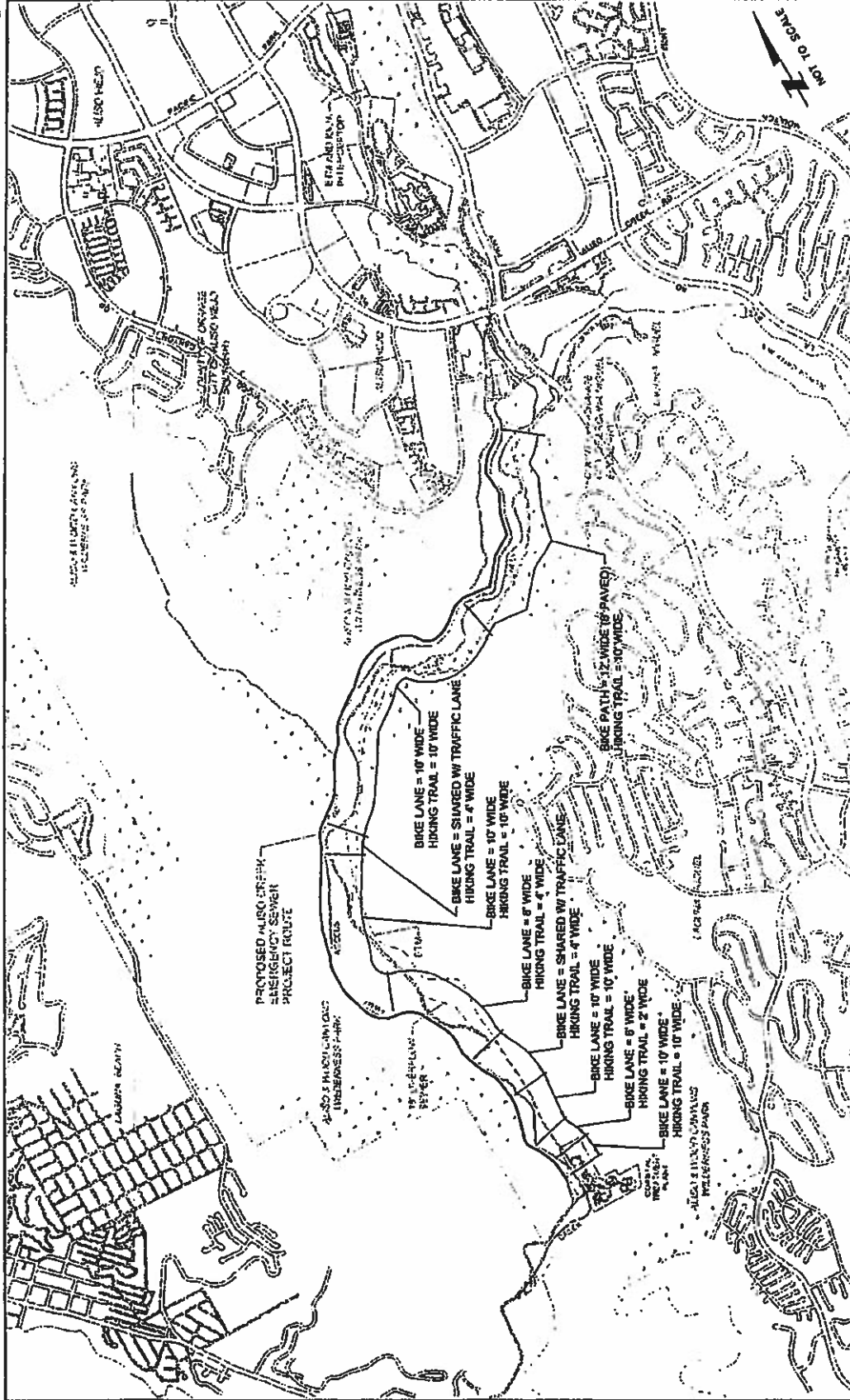
MOULTON NIGUEL WATER DISTRICT

By: _____
President/Vice-President

Date: _____

By: _____
Secretary/Assistant Secretary

EXHIBIT C



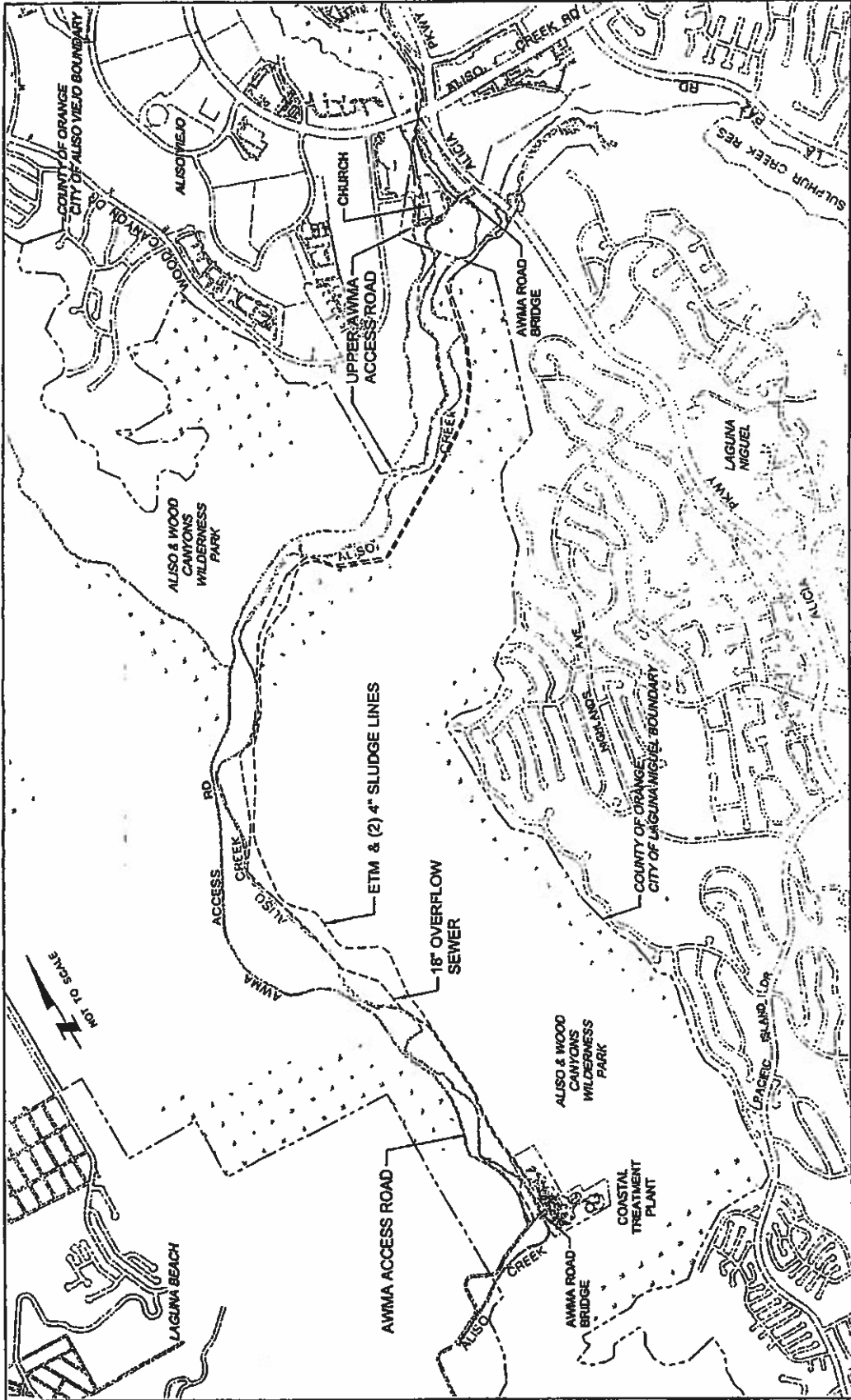
**Aliso Creek Emergency Sewer (ACES)
BIKE LANE, BIKE PATH AND
HIKING TRAIL DIMENSIONS**



EXHIBIT B

Schematic of Proposed Facilities and Improvements (Relocation Project): Reaches B, C, D and E of Relocated Sludge Force Main; PC 15-MNWD Pipelines (sewer, recycled water); Relocated Access Road

EXHIBIT A



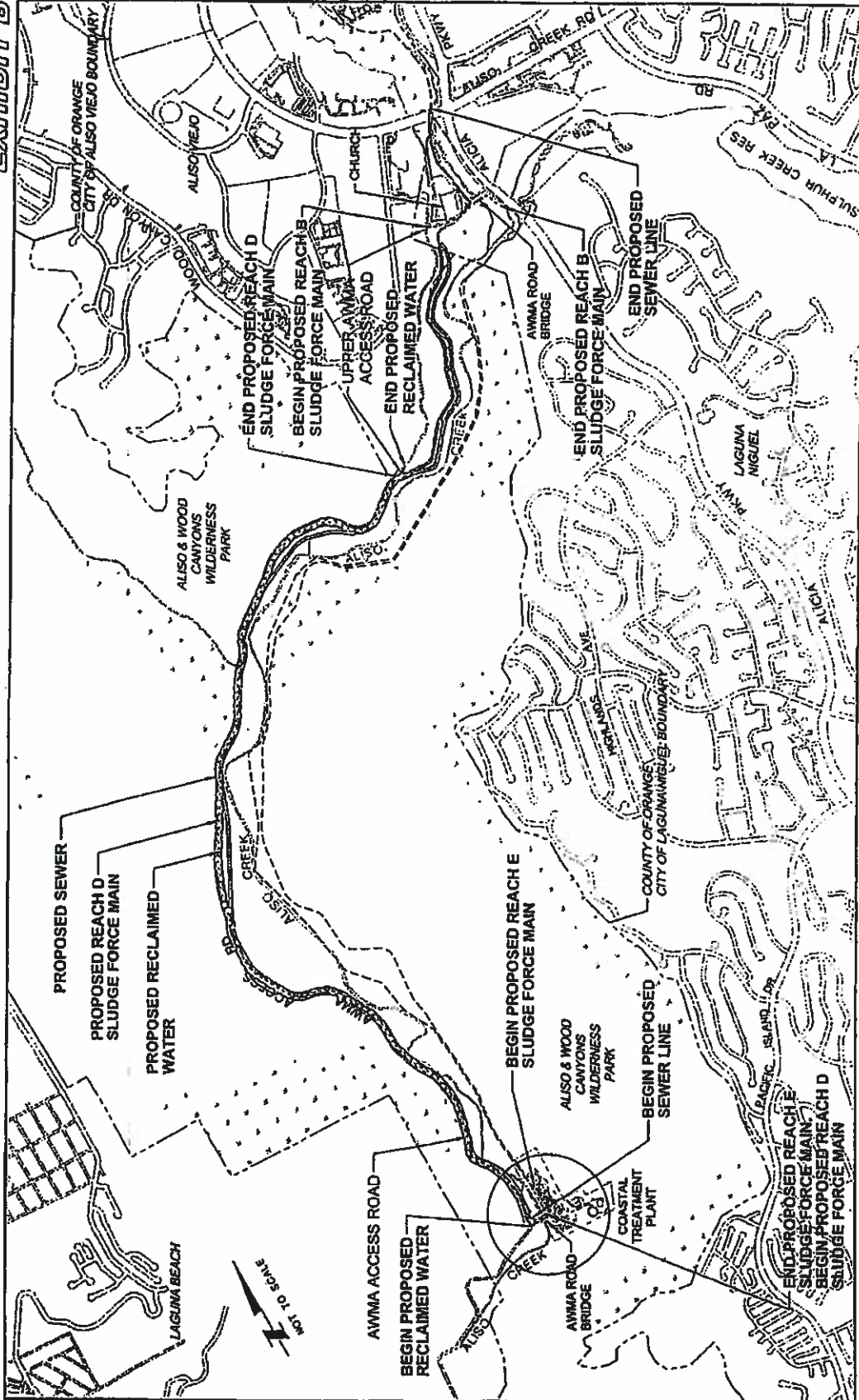
**Aliso Creek Emergency Sewer (ACES)
ALISO CREEK EMERGENCY SEWER
EXISTING FACILITIES AND IMPROVEMENTS**

DATE: JUN 14, 2012
 PREPARED BY: DANIEL BOTTE ENGINEERING

EXHIBIT C

Schematic of County JUA Park Improvements/ Bike Path and Hiking Trails, Gate Locations

EXHIBIT B



Aliso Creek Emergency Sewer (ACES)
ALISO CREEK EMERGENCY SEWER
 PROPOSED FACILITIES AND IMPROVEMENTS

Date: JUL 7 4, 2002
 Prepared by:
DANIEL BOTZ ENGINEERING

EXHIBIT D

COST BREAKDOWN OF RELOCATION PROJECT COMPONENTS AMONG PC 15 MEMBERS SLUDGE FORCE MAIN REACHES, RELOCATED ACCESS ROAD, PC 15-MNWD PIPELINES										
PC 15 Member Agency (CTP)	Ownership (MGD) of CTP Liquids	Percentage Ownership of CTP Liquids	Reach A & C *1 Design & Construction	Reach A*2 Completion to JRTP	Reach B Pipeline Materials Only	Reach D Pipeline Materials Only	Reach E *3 Pipeline Materials & Construction	PCIS-MNWD Pipelines, Reach B, D & E Design; Reach D Construction	Access Road Relocation and Trails *2	Totals
SCWD	2.0	29.85	\$ 312,510	\$ 3,190	\$ 31,590	\$ 117,550	\$ 101,220	0	0	\$ 566,070
CLB	2.54	37.91	\$ 396,890	\$ 4,060	\$ 40,070	\$ 149,290	\$ 128,550	0	0	\$ 718,860
EBSD	0.2	2.99	\$ 31,300	\$ 320	\$ 3,160	\$ 11,780	\$ 10,140	0	0	\$ 56,700
MNWD	1.96	29.25	\$ 306,230	\$ 3,130	\$ 30,920	\$ 115,180	\$ 99,190	\$ 7,784,340	\$ 1,793,430	\$ 10,132,920
Total	6.7 mgd	100%	\$ 1,046,930	\$ 10,700	\$ 105,700	\$ 393,800	\$ 339,100	\$ 7,784,340	\$ 1,793,430	\$ 11,474,500

Notes: 1. "Reach A&C Design & Construction Costs" is the actual audited cost from SOCWA

2. "Reach A Completion" is to complete minor remaining connecting pipeline

3. "Reach E Pipeline Materials & Construction" includes modifications to the export sludge pump station

Description of Reach Alignments from JRTP to CTP:

- 1a. (Existing) Reach A- extends from Alicia Parkway to JRTP (sic)
- 1b. Remaining Portion of Reach A- completion of one connecting pipeline section within JRTP site
2. Reach B- extends from lower end of existing Reach A to upper end of existing Reach C
3. (Existing) Reach C- is within the Upper AVMA Access Road on AVCA Park Property
4. Reach D- extends from the lower end of Reach C to the west end of the CTP Bridge
5. Reach E- extends from west side of CTP Access Bridge to export sludge pump station on CTP site

