

Mod A W T F by add. 26
- 2 Final Signatures
- ANG REBEAVIA

AMENDMENT NO. 4 TO AGREEMENT FOR DESIGN, CONSTRUCTION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF COASTAL TREATMENT PLANT FOR AND ON BEHALF OF PROJECT COMMITTEE NO. 15, ALISO WATER MANAGEMENT AGENCY

THIS AMENDMENT NO. 4 TO AGREEMENT, is made and entered into this 6th day of November, 1986, by and between the ALISO WATER MANAGEMENT AGENCY, an entity created by the Joint Powers Agreement entitled, "Joint Exercise of Powers Agreement Creating Aliso Water Management Agency, Orange County, California", dated March 1, 1972, hereinafter referred to as "AWMA", and the following parties:

- (a) South Coast Water District, hereinafter referred to as "SCWD";
 - (b) Irvine Ranch Water District, hereinafter referred to as "IRWD";
 - (c) City of Laguna Beach, hereinafter referred to as "CLB";
- and
- (d) Emerald Bay Service District, hereinafter referred to as "EBSD".

The foregoing parties to this Amendment presently are the participating members of AWMA for Project Committee No. 15, hereinafter referred to as "Participating Member Agencies".

W I T N E S S E T H:

WHEREAS, AWMA and the Participating Member Agencies entered into an Agreement dated November 9, 1976, establishing Project Committee No. 15 for the design, construction, use, operation, maintenance, repair and replacement of the Coastal Treatment Plant; and

WHEREAS, AWMA and the Participating Member Agencies entered into Amendment No. 3 to said Agreement, dated July 7, 1983, to provide for authority of the SCWD to construct an advanced wastewater treatment facility ("Reclamation Project") upon a certain portion of that certain real property owned by AWMA, upon which is located the AWMA Coastal Treatment Plant; and

WHEREAS, SCWD has in fact constructed the Reclamation Project pursuant to the terms and conditions of said Amendment No. 3 to Agreement, and said Reclamation Project is now fully operational; and

WHEREAS, SCWD is now proposing modifications to its advanced wastewater treatment facility ("Reclamation Project") in the form of an addition of two (2) filter systems and the construction of a two million (2,000,000) gallon reclaimed water reservoir; and

WHEREAS, SCWD has proposed to construct said additional Reclamation Project facilities on the AWMA Coastal Treatment Plant site; and

WHEREAS, the Participating Member Agencies of AWMA have reviewed the proposal of SCWD and determined that the site is adequate to accommodate the expanded facilities proposed for construction by SCWD; and

WHEREAS, SCWD and the Participating Member Agencies have determined that the expanded Reclamation Project facilities of SCWD will enhance a regional program for the reclamation of wastewater.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as

follows:

Section 1: Subject to the terms and conditions of this Amendment No. 4, AWMA, by Project Committee No. 15, hereby approves of the proposed plans for expansion of the SCWD Reclamation Project, specifically the addition of two (2) filter systems and a two million (2,000,000) gallon reclaimed water reservoir, to be located upon the Coastal Treatment Plant Project site in the area depicted and set forth on Exhibit "A", attached hereto and incorporated herein by reference.

Section 2: AWMA, by Project Committee No. 15, does hereby specifically grant permission to SCWD to operate and maintain the expanded facilities approved hereby upon completion and interconnection with SCWD's existing Reclamation Project facilities.

Section 3: In recognition of the fact that SCWD, by separate agreement, is responsible for the operation and maintenance of the AWMA Coastal Treatment Plant, SCWD will exercise its best judgment and powers to coordinate the construction of the SCWD Reclamation Project facilities with the existing AWMA Coastal Treatment Plant facilities, so as to avoid any interference that could result in loss, damage or additional cost to the AWMA facilities.

Section 4: To the fullest extent permitted by law, SCWD shall indemnify and hold harmless AWMA, the Participating Member Agencies of AWMA, and any of their engineers, architects, any of their representatives, and their consultants and each of their directors, officers, agents, and employees from and against any claims, damages, losses, expenses and other costs, including cost

of defense and attorneys' fees, arising out of or resulting from or in connection with the construction, operation and maintenance of the Reclamation Project both on and off the job site, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (2) is caused in whole or in part by any act or omission of SCWD, SCWD's contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

Section 5: SCWD shall pay to AWMA a one-time lump sum rental payment of Two Thousand (\$2,000.00) Dollars for use by SCWD for expanded Reclamation Project facilities of that real property owned by AWMA for its Coastal Treatment Project and held by SCWD pursuant to Grant of Easement dated June 4, 1981, recorded August 8, 1981, in Book 14172, Pages 657-8 of Miscellaneous Records of Orange County. Said sum is determined by considering the percentage of the total AWMA site occupied by the SCWD's Reclamation Project, to the total cost of the site acquisition by AWMA, including but not limited to purchase price, appraisal fees, engineering fees, legal fees, recording title and escrow charges.

Section 6: The parties acknowledge that while the construction of the original Reclamation Project facilities by SCWD has been completed, Amendment No. 3 to the November 9, 1976 Agreement still remains in full force and effect. It is the intent of the parties that the general provisions contained

therein shall apply with equal force and effect with regards to this Amendment No. 4 and the construction of expanded Reclamation Project facilities. It is the intent of the parties that the provisions of said Amendment No. 3, including, but not limited to, Sections 5, 7, 8, 10, 11, 12, 13, 15, 16, and 17 be incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to Agreement to be executed on the day and year first hereinabove written.

ALISO WATER MANAGEMENT AGENCY
By *Richard C. Wilson*
By *William D. Jones*

SOUTH COAST WATER DISTRICT
By *Dean E. Hamed* President
By *Erinda W. Jones* Sec Pro Tem

CITY OF LAGUNA BEACH
By *Kenneth J. Frank* CITY MANAGER
By *Theresa L. Becken* CITY CLERK 86-54
10-23-86

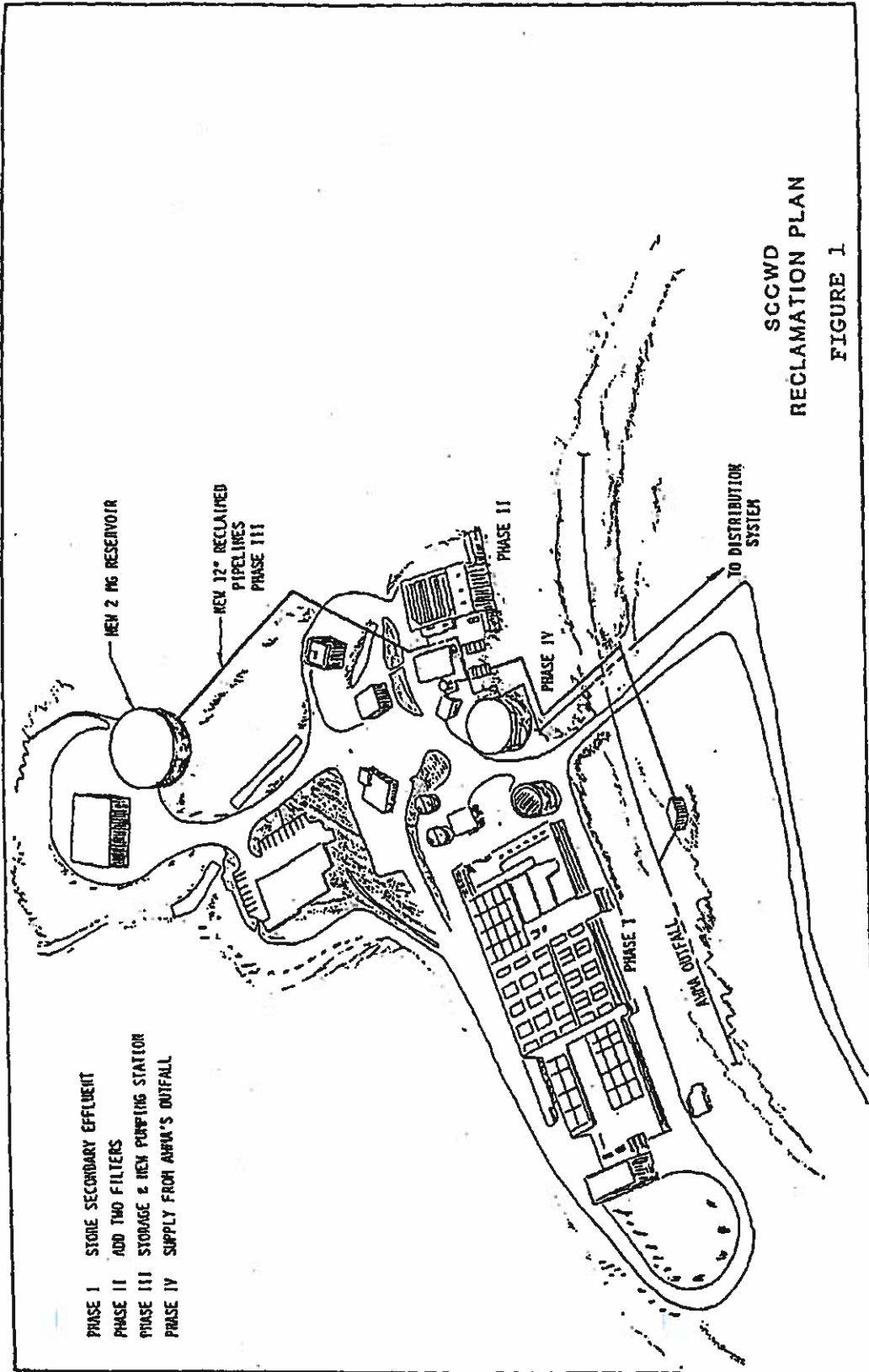
EMERALD BAY SERVICE DISTRICT
By *Bob J. [unclear]* President
By *W. H. [unclear]* Secretary

IRVINE RANCH WATER DISTRICT
By *Bob [unclear]* President
By *Betty Wheeler* Secretary

DEC 8 1986

TLW:pj(B16)
09/29/86

EXHIBIT "A"



SCCWD
RECLAMATION PLAN
FIGURE 1

William H. Pukerik
General Manager



**ALISO WATER
MANAGEMENT
AGENCY**

25411 Cabot Road
Suite 209
Laguna Hills, CA 92653
(714) 770-6296

LETTER OF TRANSMITTAL

DATE: December 9, 1983
TO: CITY OF LAGUNA BEACH
505 Forest Avenue
Laguna Beach, CA 92651

ATTENTION: City Clerk

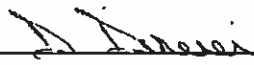
SUBJECT: Amendment No. 3 to Project Committee No. 15
Agreement

We are xx enclosing returning sending under separate cover

Sent for your:	Status:	Please Note:
<u> </u> Approval	<u> </u> Preliminary	<u> </u> Revisions
<u> </u> Signature	<u> </u> Revised	<u> </u> Additions
<u> </u> Use	<u> </u> Approved	<u> </u> Omissions
<u>xx</u> File	<u> </u> Released	<u> </u> Corrections

Remarks:

Enclosed please find one fully executed copy of the subject
Amendment for your files.

FROM: 
Diana Dreier
Administrative Assistant

COPIES TO: _____

AGENDA BILL

NO. 14 # 93

MEETING DATE: 2/5/80

SUBJECT: ALISO WATER MANAGEMENT AGENCY (AWMA) PROJECT COMMITTEE 15 AGREEMENT

SUMMARY OF THE MATTER:

Bids have recently been opened for the Coastal Treatment Plant, with a low bid of \$11,358,000. In order to approve the budget and other matters relating to construction of the plant, an agreement has been prepared. A summary of the agreement is attached.

The attached agreement is Amendment No. 2 to the original enabling agreement for Project Committee 15. The amendment specifies the City's share, contribution and costs for construction of the plant in addition to the project budget, disbursement of grant funds and deposit of construction funds.

RECOMMENDED ACTION:

Authorize the Mayor to sign Amendment 2 to agreement for design, construction, use, operating, maintenance, repair and replacement of Coastal Treatment Plant for and on behalf of Project Committee No. 15, Aliso Water Management Agency.

Account No. (If Budgeted): _____	Requested by: <u>Municipal Services</u>
Appropriations Requested: \$ _____	Prepared by: <u>T. Brandt</u> Department Head
What Fund: _____	Coordinated with: <u>HR</u>
Approved: _____ Finance Director	Approved by: <u>Kenneth Froul</u> City Manager
Attachments: _____	Environmental Evaluator
Citizens Advised: _____	
12/27/77	Status _____

SUMMARY OF AGREEMENT

ALISO WATER MANAGEMENT AGENCY
PROJECT COMMITTEE NO. 15 COASTAL
TREATMENT PLANT

Recitals

Sets forth who the parties are, the purposes of AWMA, a history of the Project Committee No. 15 Agreements and that the Project will consist of the acquisition of certain facilities as well as the new construction. This latter includes SCCWD's filter belt press, one-half of the Butler Building, a proposed odor control facility, and the proposed cost of each.

1. General

Agency agrees to cause the project to be constructed, in accordance with Exhibit "A" (location map and plant layout), the Plans and Specifications, the Contract Documents and the VTN Allocation Report, to pursue grant funds and to operate and maintain the facility upon completion.

2. Project Use, Capacity and Costs

Agency, upon completion shall operate and maintain the Plant to receive, treat and reclaim wastewater. A portion of the Plant will pump sewage solids to the Regional Plant. Agency will buy out SCCWD's interest in existing facilities. IRWD has the right to a future modification, which cost will be borne by IRWD.

A. Use and Capacity

Participating Member Agencies shall have the right to deliver for treatment and disposal the amounts of raw wastewater set forth in the table on Page 7. If actual total capacity is different than anticipated then each Participating Member Agency's rights will be proportionately modified.

B. Cost Allocation, New Construction

Agency agrees to obtain a lump sum bid for the Project. Actual cost will be apportioned to the Participating Member Agencies in accordance with the methodology of the VTN Allocation Report. The formula, along with VTN tables 5 and 1 of Exhibit "B" set forth how Agency Cost may be determined.

C. Acquisition Costs

In addition to construction, costs will be incurred for the acquisition of the belt filter press, Butler Building and proposed odor control facilities. The total cost will be as provided in the recitals and will be proportioned to the Participating Member Agencies on the basis of Stage I flows or on the basis of a rental and amortization cost determined upon completion.

3. Deposit of Construction Funds

Each Participating Member Agency has made a deposit of funds. The deposit may be increased or decreased proportionately as required by the Project Committee No. 15 Board.

4. Grant Funds

Grant funds obtained by the Agency for the Project will be applied to each Participating Member Agency's cost by means of the procedure outlined above in 2B. If grant funds are not received by Agency then each Participating Member Agency shall deposit the additional amount specified by the Board. If such payment is not made then Agency(s) failing to make payment will lose their capacity and be responsible for all costs, claims and expenses arising from such failure. Funds deposited will be invested and re-invested until needed for purposes of the Project. The Contract will be awarded to the Lowest Responsible Bidder.

5. Change Orders

A Construction Committee is to be appointed from the Agency to make decisions in regard to change orders and construction of the Project.

6. Audit and Final Accounting

Subsequent to completion and acceptance of the Project, the Agency shall cause an independent audit to be performed on the account of the Participating Member Agencies.

Any balance of funds, less amount for completion of EPA audit, shall be disbursed to each Participating Member Agency.

7. Use and Sale of Reclaimed Water or Solids

Each Participating Member Agency continues to own and may reuse or reclaim its sewage solids and wastewater.

8. Operation and Maintenance

Operation and Maintenance costs of the Project shall be borne on fair and equitable terms, to be determined consistent with applicable EPA and SWRCB criteria.

9. Destruction, Failure or Damage

Upon destruction, failure or damage to the Project the Participating Member Agencies shall deposit their allocated share determined by the methodology of the VTN Allocation Report. If the cost of reconstruction or repair is in excess of 25% of the estimated cost of replacement, each Participating Member Agency may withdraw from Project Committee No. 15, subject to the obligations as have been incurred to that point. If the California Regional Water Quality Control Board or other regulatory agencies require that Project be modified or additional facilities constructed, then costs shall be borne by the Participating Member Agencies on the basis of the methodology of the VTN Allocation Report.

10. Term

The term of this Agreement will be for a period of fifty (50) years.

11. Environmental Protection Agency and State Water Resources Control Board - Grant Conditions

The parties agree to abide by EPA regulations including establishment of a "Revenue Program", establishment of sewer use and rate ordinances and to follow existing and future grant conditions.

12. Approval - State Treasurer

This Agreement shall be subject to the approval of the Treasurer of the State of California as to participation by Irvine Ranch Water District and Moulton-Niguel Water District.

13. Miscellaneous

A. Notice

Addresses of Participating Member Agencies are listed.

B. Attorneys' Fees

Prevailing party in an action under the Agreement shall be entitled to recover costs of suit and reasonable attorneys' fees.

C. Arbitration

Any disputes between the parties herein shall be submitted to and determined by arbitration.

14. Restrictions on Discharge

Each Participating Member Agency agrees not to deliver to the Project any material that will prevent Agency from complying with the requirements established by any regulatory agency having jurisdiction. If such event does occur the Participating Member Agency involved will bear all costs thereof. The Agency will have the right and obligation to establish and enforce reasonable rules relative to discharge of sewage solids and/or wastewater to the Project. Such rules will insure that only permitted influent consistent with Exhibit "B" will be included.

15. Revenue Bond Financing

The obligation for the deposit of funds required of each Participating Member Agency, pursuant to Section 4, may be satisfied in whole or in part by the proceeds from revenue bonds.

16. Stage II Capacities

A portion of the Project is being constructed and paid for, at this time, by IRWD to accommodate future construction of Stage II. Construction and allocation of capacities of Stage II shall be determined and costs thereof borne by IRWD.

17. Project Committees and Agreements

To the extent that any previous Agreements of Project Committee No. 15 or its predecessor Project Committee No. 3 are inconsistent or in conflict with this Amendment No. 2, this Amendment No. 2 will be controlling.

18. Project Budget Approval

Each Participating Member Agency represents that it has approved the Project Budget, which is set forth in Exhibit "D".

ALISO WATER MANAGEMENT AGENCY
 PROJECT COMMITTEE 15-0 CONSTRUCTION -
 COASTAL TREATMENT PLANT
 STATUS OF BUDGET - WORK IN PROGRESS

January 03, 1990
 Exhibit 28
 Grant Project
 #C-06-0841-120

TASK DATE	DESCRIPTION	CONSULTANT	TOTAL AMOUNT BUDGETED	PER. CORE	MAXIMUM PAYABLE TO DATE	EXPENDED THROUGH 12/31/79	BILLS FOR CONSIDERATION 01/20/80	EXPENDED TO DATE	PERC. OF BUDG. AMOUNT EXER-REBURRING
1	CONSTRUCTION		\$11,358,000.00	0%	\$.00	\$.00	\$.00	\$.00	0%
2	ENGR. - SUPERVISION		681,480.00	0	.00	.00	.00	.00	0
3	ENGINEERING - OTHER		227,160.00	0	.00	.00	.00	.00	0
4	LAND & RIGHT OF WAY		150,000.00	71	106,500.00	105,997.50	.00	105,997.50	70.7
5	GENERAL FORCE ACFT.	STAFF	40,000.00	0	.00	.00	.00	.00	0
6	ADMINISTRATIVE COSTS	STAFF	10,000.00	0	.00	.00	.00	.00	0
7	INSURANCE-LIABILITY		25,000.00	14	3,500.00	3,375.00	.00	3,375.00	13.5
8	LEGAL	BONNIE	25,000.00	0	.00	.00	.00	.00	0
9	PERMITS		25,000.00	2	500.00	500.00	.00	500.00	2.0
10	AND. & RE.-EPR/SURCB		13,200.00	14	1,848.00	1,318.80	.00	1,722.80	13.1
11	ACCT. & COST REPORT,		17,000.00	14	2,380.00	1,698.40	.00	2,218.80	13.1
12	CONTINGENCY		1,132,300.00	0	.00	.00	.00	.00	0
	ENG PRE CONST & REIN FROM 0841-400 G.P.		35,000.00	32	11,200.00	.00	10,977.90	10,977.90	31.4
			\$13,739,140.00		\$ 125,928.00	\$ 112,889.70	\$ 11,902.30	\$ 124,792.00	\$ 13,614,248.00

TASK DATE	DESCRIPTION	CONSULTANT	TOTAL AMOUNT BUDGETED	PERCENT	REVISED BUDGET 12/5/79	% OF DEPOSIT REQUIRED	DEPOSIT REQUIRED 9/1/79	TOTAL DEPOSIT RECEIVED	DEP. COVERED THROUGH FUNDS RECEIVABLE FROM REVISED ELIGIBILITY
	MOLITER-NIGUEL, H.D.		10.41%		\$ 1,410,767	35%	\$ 500,768	\$ 314,234	\$ 186,534
	SOUTH COAST COUNTY H.D.		10.41%		1,410,766	35	500,769	314,234	186,535
	IRVINE PHUCH H.D.		4.56		626,079	35**	250,432**	166,176	84,256
	EMERALD BAY SERV. DIST.		3.56		489,196	35	171,219	155,905	15,314
	CITY OF LAHOUR BENCH		71.06		9,762,332	35	3,416,816**	3,256,000	160,816
	TOTAL BUDGET		100.00%**		\$13,739,140		\$ 4,840,004	\$ 4,206,549	\$ 633,455

* BASED ON OWNERSHIP IN HEADWORKS SLUDGE FACILITIES AND MODIFICATIONS TO SOUTH COAST COUNTY WATER DISTRICT TREATMENT PLANT PER PC 15-A ENGINEERS.
 ** INCLUDES ADDITIONAL 5% DEPOSIT <TOTAL 40%> FOR CONTINGENCY TO COVER ESTIMATED COSTS
 *** FUNDS IN BOND ISSUE

PREPARED WITHOUT AUDIT