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TO PARTICIPATE IN THE MEETING VIA VIDEO OR TELECONFERENCE, GO TO <https://rainbowmwd.zoom.us/j/82980075354> OR CALL 1-669-900-6833 or 1-346-248-7799 or 1- 253-215-8782 or 1-301-715-8592 or 1-312-626-6799 or 1-929-205-6099 (WEBINAR/MEETING ID: 829 8007 5354).

MEMBERS OF THE PUBLIC WISHING TO SUBMIT WRITTEN COMMENT TO THE COMMITTEE UNDER PUBLIC COMMENT OR ON A SPECIFIC AGENDA ITEM MAY SUBMIT COMMENTS TO OUR BOARD SECRETARY BY EMAIL AT DWASHBURN@RAINBOWMWD.COM OR BY MAIL TO 3707 OLD HIGHWAY 395, FALLBROOK, CA 92028. ALL WRITTEN COMMENTS RECEIVED **AT LEAST ONE HOUR IN ADVANCE OF THE MEETING** WILL BE READ TO THE COMMITTEE DURING THE APPROPRIATE PORTION OF THE MEETING. THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

ENGINEERING AND OPERATIONS COMMITTEE MEETING

**RAINBOW MUNICIPAL WATER DISTRICT
Wednesday, April 6, 2022
Engineering and Operations Committee Meeting - Time: 3:30 p.m.**

District Office	3707 Old Highway 395	Fallbrook, CA 92028
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Notice is hereby given that the Engineering and Operations Committee will be holding a regular meeting beginning at 3:30 p.m. on Wednesday, April 6, 2022.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL: Flint Nelson (Chair) _____ Steve McKesson _____ (Vice Chair)**
Members: Helene Brazier _____ Robert Marnett _____ Mig Gasca _____
Julie Johnson _____
Alternates: Tracy Largent _____

4. INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE

CHAIR TO READ ALOUD - "If at any point, anyone would like to ask a question or make a comment and have joined this meeting with their computer, they can click on the "Raise Hand" button located at the bottom of the screen. We will be alerted that they would like to speak. When called upon, please unmute the microphone and ask the question or make comments in no more than three minutes.

Those who have joined by dialing a number on their telephone, will need to press *6 to unmute themselves and then *9 to alert us that they would like to speak.

A slight pause will also be offered at the conclusion of each agenda item discussion to allow public members an opportunity to make comments or ask questions."

5. SEATING OF ALTERNATES
6. ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)
7. PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA (Limit 3 Minutes)
- *8. APPROVAL OF MINUTES
 - A. March 2, 2022
9. GENERAL MANAGER COMMENTS
10. ENGINEERING AND CIP PROGRAM MANAGER COMMENTS
11. OPERATIONS MANAGER COMMENTS
12. COMMITTEE MEMBER COMMENTS
13. BOARD ACTION UPDATES
- *14. NOTICE OF COMPLETION AND ACCEPTANCE OF THE WATER SERVICE UPGRADE PROJECT (WSUP) CONTRACT WITH CONCORD (OPERATIONS)
- *15. DISCUSSION REGARDING POSSIBLE WIRELESS FACILITY WITH QUALTEK WIRELESS (OPERATIONS)
- *16. NOTICE OF COMPLETION AND ACCEPTANCE OF THE RAINBOW HEIGHTS PUMP STATION (ENGINEERING)
- *17. CHANGE ORDER AND PARTICIPATION AGREEMENT FOR RICE CANYON PIPELINE PROJECT (ENGINEERING)
- *18. AMENDMENT TO CITRO COMMUNITY FACILITIES DISTRICT FOR PRESSURE REDUCING STATION (ENGINEERING)
- *19. LIVE OAK PARK ROAD BRIDGE WATER MAIN (ENGINEERING)
- *20. REVIEW OF ORDINANCE NO. 22-11 AMENDING APPENDIX A IN ACCORDANCE WITH TITLE 9 ADMINISTRATIVE CODE UPDATES ADOPTED ON MARCH 22, 2022 (ENGINEERING)
21. SCADA PROJECT UPDATE (INFORMATION TECHNOLOGY)
- *22. AS-NEEDED SERVICES EXPENDITURES SUMMARY (ENGINEERING)
23. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED ENGINEERING AND OPERATIONS COMMITTEE MEETING

24. ADJOURNMENT

ATTEST TO POSTING:

Pam Moss

Pam Moss
Secretary of the Board

3-31-22 @ 2:30 p.m.

Date and Time of Posting
Outside Display Cases

**MINUTES OF THE ENGINEERING AND OPERATIONS COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
MARCH 2, 2022**

1. **CALL TO ORDER** – The Engineering and Operations Committee Meeting of the Rainbow Municipal Water District on March 2, 2022, was called to order by Chairperson Nelson at 3:30 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. *(All meetings are being held with in-person attendance following County and State COVID guidelines as well as virtually.)* Chairperson Nelson, presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member Brazier *(via teleconference)*, Member Gasca, Member Marnett, Member Johnson *(via video conference)*, Member McKesson, Member Nelson,

Also Present: General Manager Kennedy, Executive Assistant Washburn, Finance Manager Largent, Construction and Meters Supervisor Lagunas, Cross-Connection Control and Backflow Technician Galloway, Information Systems Specialist Espino, Wastewater Superintendent Zuniga.

Also Present Via Teleconference or Video Conference:

Engineering and CIP Program Manager Williams, Associate Engineer Powers, Project Manager Tamimi, Project Manager Parra, Construction and Meters Supervisor Lagunas, Engineering Technician Rubio.

One member of the public was present in person, via teleconference or video conference.

4. **INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE**

Mr. Nelson read aloud the instructions for those attending the meeting via teleconference or video conference.

5. **SEATING OF ALTERNATES**

There were no alternates seated.

6. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**

There were no amendments to the agenda.

7. **PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA (Limit 3 Minutes)**

There were no comments.

***8. APPROVAL OF MINUTES**

A. February 2, 2022

Motion:

To approve the minutes.

Action: Approve, Moved by Member McKesson, Seconded by Member Gasca.

Vote: Motion passed (summary: Ayes = 5, Noes = 0, Abstain = 1).

Ayes: Member Brazier, Member Gasca, Member Marnett, Member McKesson, Member Nelson.

Abstain: Member Johnson.

9. GENERAL MANAGER COMMENTS

Mr. Kennedy stated there may be another update related to the COVID-19 masking requirements; however, RMWD was now open with mask requirements for only unvaccinated attendees.

Mr. Kennedy reported LAFCO would be considering the Municipal Service Review (MSR) for North County which includes Rainbow, Fallbrook, North County Fire, and a County Service Area in the Fallbrook Region and parts of Rainbow. He noted this was supposed to be approved in February; however, there were a few issues with how LAFCO interprets financial results which have been expressed to LAFCO and will be addressed by a number of speakers from this area at their March 7th meeting.

Discussion ensued.

10. ENGINEERING AND CIP PROGRAM MANAGER COMMENTS

Mr. Williams provided an update on the Rainbow Heights Pump Station project, noting it was in the punch list stage which was anticipated to be completed in the next couple of weeks with a Notice of Completion going to the committee and Board at their respective April meetings. Mr. McKesson expressed interest in taking a facilities tour.

Mr. Williams gave an update on the Lift Station 1 project. He pointed out per the committee’s request regarding evaluating different methods other than micro tunneling, staff has conducted an analysis; however, to keep the project bidding on schedule, staff recommended to proceed as is with micro-tunneling and then coordinate once a contractor was on board. He stated staff believes it now has a valued engineering proposal that will be presented to the April committee and Board meeting once Mr. Kennedy and Legal Counsel have an opportunity to review it. Discussion followed.

Mr. Williams provided an update on the Rice Canyon 18” Pipeline Project noting a great deal of hard rock has been hit coming down the alignment which has expended most of the contingency funds. He also reported during the course of this project that for the first time in ten years a Gnatcatcher has decided to nest on RMWD’s alignment which has resulted in a biologist monitoring the situation. He noted change orders will be forthcoming related to these matters.

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Mr. Williams reported the cathodic protection for the Rainbow Valley Boulevard was scheduled for drilling the wells to start this past week; however, the County of San Diego has notified staff the encroachment permit has been delayed 6-8 additional weeks. Mr. Nelson asked if these delays on the critical path. Mr. Williams confirmed they were since drilling cannot start without a permit from the County; however, the contract was not yet impacted.

Mr. Williams provided a report on the emergency generator contract noting this was originally the grant funding RMWD received in the amount of \$300,000 which was reallocated to two generators with one placed at the Gomez Pump Stations and the other at the Magee Pump Station. He pointed out the order was placed on June 30, 2021 with an expected delivery date of February 2, 2022; however, the delivery date has changed four times with the current expected delivery date of early April and late June 2022. He stated in addition RMWD were notified by Bay City Electric and Kohler that RMWD had the option of either paying additional \$13,656 to keep RMWD's order due to the manufacturers' increased costs or cancel the order. He said because RMWD needs and wants these generators, RMWD paid the additional costs.

Mr. Williams updated the committee on the Hutton and Turner Pump Station noting staff has procured the Turner Pump Station easement and were in the process of coordinating with SDG&E to get easements and identify power. He mentioned these steps cannot be taken with Hutton as of yet, but progress continues to be made.

Mr. Williams noted the Groundwater Request for Proposal for the San Luis Rey Return Flow Recovery Project is now on the District's website and has been advertised with a solicitation due date of March 25th. He noted the goal was to bring this to both the committee and Board in April.

Ms. Brazier asked if Kohler moves the dates again, was RMWD subject to additional fees. Mr. Williams explained the fee increase was not necessarily associated with the rescheduling of delivery, but rather with the cost of parts, shipping, etc.; however, this could be a possibility. Mr. Kennedy pointed out these generators were grant funded which was a positive offset.

Mr. McKesson inquired as to whether there was any type of recourse in the generator agreements. Mr. Kennedy explained there may be some recourse; however, it could be more costly to enforce such and possibly have to wait longer for these much-needed generators.

Mr. Nelson inquired as to the progress with the easement progress of securing the easements related to the Lift Station 1. Mr. Williams provided a brief update noting some of this matter was still a part of Closed Session discussions with the Board.

11. OPERATIONS MANAGER COMMENTS

There were no comments.

12. COMMITTEE MEMBER COMMENTS

There were no comments.

13. BOARD ACTION UPDATES

Mr. Nelson reported the Notice of Completion for the North River Road project and appointment of Ms. Johnson to this committee were both approved by the Board.

14. WATER SERVICE UPGRADE PROJECT (WSUP) PROGRAM UPDATE (OPERATIONS)

Mr. Lagunas reported the project was 97% complete with 300 meters remaining with approximately 150 being addressed by the contractor and the other 150 by inhouse staff which are the more complicated or larger meters. He stated it was anticipated this project would be completed by the time this committee meets again in March.

Mr. Gasca asked what type of feedback has been received from the community over the course of this time. Mr. Kennedy mentioned that a system was set up where the District took liability for the damages after 36" past the meters and how out of 8,700 meters, only eleven claims were settled totaling \$8,257. He pointed out this was remarkable and a testament to the crews doing a great job on a project of this size.

15. REVIEW OF ACTION TAKEN FOR PROVIDING TEMPORARY PUMPS TO HANDLE SDCWA SHUTDOWN (OPERATIONS)

Mr. Kennedy stated the SDCWA shutdown went into effect at 12:00 a.m. on March 1, 2022.

Steve Coffey, RMWD's Operations Supervisor, reported RMWD was notified by SDCWA approximately one month ago they needed to conduct an emergency shutdown on Pipeline 4. He mentioned because this was an unplanned shutdown, it was a common pipeline shutdown that has occurred in the past; therefore, staff knew exactly what needed to be done in terms of ordering four diesel pumps from Rain for Rent to be strategically placed at predetermined locations. He pointed out with the recent reconnection of the 14" pipeline at Olive Hills Estates, staff decided to place a temporary pump at this location to determine if it would work again which was successful.

Mr. Coffey noted the pumps are running during the day and are cut during night hours to lessen potential noise nuisance.

Mr. Nelson inquired as to if this was the matter which Ms. Johnson reached out to him about. Ms. Johnson stated it is now on the website and Monday residents in the area that are impacted received information from RMWD.

16. DRONE PRESENTATION (OPERATIONS)

Mr. Kennedy introduced this item as a discussion regarding drones including their potential applications and well as some of the challenges associated with deploying them for commercial use.

Mr. Lagunas shared a presentation prepared by Mr. Gutierrez reviewing the information it contained including certifications and licensing, training, different uses, and potential impacts to the District. He pointed out when a photograph is taken for commercial uses, such as RMWD, it requires certification and licensing which would need to be renewed every two years. He noted each of the steps involved with meeting these requirements.

Mr. Lagunas reviewed drone pricing and limitations, other agencies currently utilizing drones, as well as the costs involved with contracting private drone services.

Mr. Kennedy mentioned RMWD has inquired about utilizing drones when the staircases were added to the tanks at which time this was denied. Mr. Lagunas shared a few pictures and video samples taken with someone's personal drone as a test.

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Mr. Kennedy stated although he could not justify spending a great deal of money purchasing an expensive drone, having someone employed with the District who is certified to operate a drone may be something to work through with the Human Resources Department and bargaining units. He solicited the committee members for input.

Mr. Nelson said after giving this more consideration, it struck him that routine inspection of the District rights-of-way and easements to ensure they are properly maintained would have been a potential use or in the event rapid deployment is necessary when a water leak cannot be located. He noted the public relations aspect would not be something he would find necessary.

Mr. McKesson stated he was quite surprised RMWD did not have this capability. He said he would wholeheartedly support this from those areas that have been discussed. He cautioned not to minimize the public relations aspect. He pointed out utilizing a drone would capture and archive invaluable information that would be used over time. He noted the cost would be approximately \$1,000 for a decent sized drone, staff certification, PC equipment to capture, process, house, and store data, as well as the software could easily outpace the cost of the drone itself.

Mr. Gasca explained his interest was based on when a staff member utilized a drone, it was found useful. He asked about the costs associated with operating the drone and whether it could allow for work to be done without having to travel in a vehicle. He expressed how important it was to understand these things to determine if there is potential savings.

Mr. Kennedy offered to have staff look at more cost-effective way of doing something and provide the committee with an update.

Discussion ensued regarding the way drones are used at the other agencies that were listed.

Ms. Johnson mentioned SDG&E utilizes drones and how certification is easily available at community colleges such as Mira Costa. She agreed this was something worth looking into, especially in areas that would be very efficient.

Mr. Nelson noted there was potential interest. Mr. Kennedy stated staff will identify the utilizing rate and such and report back to the Board.

***17. REVIEW OF PROPOSED AMENDMENTS TO ADMINISTRATIVE CODE CHAPTER 8.20 – CROSS-CONNECTION CONTROL (OPERATIONS)**

Mr. Lagunas introduced Alex Galloway as RMWD's new Cross-Connection Control and Backflow Technician who was present to discuss the proposed policy changes and answer any questions.

Mr. Nelson stated he believes staff has the knowledge, expertise, and experience to understand what needs to be amended in the Administrative Code; however, he wanted to know what drove staff to undertake this sweeping set of changes in Chapter 8.20. Mr. Kennedy explained one main factor was the current policy does not conform with the newer Title 22 regulations and another was related to the District's backflow testing program itself is not described in the Administrative Code. He pointed out the District execute and implement this program, but it is no codified in any detail, so some of these proposed changes were to add it.

Mr. Kennedy pointed out RMWD customers own their backflow devices which creates more of gray area as it pertains to RMWD conducting the testing; therefore, by adding the program to the Administrative Code would not only clearly identify the program, but also clarify whether this is a voluntary or mandatory program with levels of enforcement.

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Mr. Nelson asked was RMWD in part being driven to do this because the District has an onerous number of disputes and contentious incidents with customers regarding this matter. Mr. Kennedy explained it was not an onerous number; however, staff was here to execute the Board's direction and if there is a section of the Administrative Code that is unclear, it becomes the responsibility of staff to try to interpret the policy. Mr. Galloway said nobody has issue with the testing being conducted, but more about not understanding why their device is failing and their neighbors did not and expense expectations.

Mr. Kennedy stated the policy is very focused on the technical aspects, but not the program. He mentioned Legal Counsel has confirmed RMWD could make the testing mandatory.

Mr. Galloway added the main thing regarding the Water Service Upgrade Project (WSUP) was there was a certain amount of time after the contractor replaced the meter during which RMWD was obligated to do whatever it takes to repair a leaking backflow device. He explained if it is a quick flushing out of the backflow aside from an issue related to WSUP, there is a gray area in that if there are any parts that need to be replaced, it would be the customer's responsibility or notice will be provided in the event a backflow needs to be repaired.

Mr. Nelson asked if RMWD was documenting the rules that up to now had been defined by practice and passed from one employee to another which will now be codified. Mr. Kennedy confirmed as well as added the proposed amendments will ensure staff is operating from the same policy that has been analyzed, reviewed, and has established as a policy by the Board of Directors.

Mr. Nelson asked by creating rules and documenting it, was there any chance the codification would result in less proactive flexibility on the part of staff. Mr. Lagunas explained the policy contains literature stating the RMWD was willing to take apart the backflow to make any east repairs but will not rebuild a backflow which requires parts. He noted all of this will be explained to the customer prior to proceeding. Mr. Kennedy added the policy language provides for flexibility; however, if a repair involves ordering parts to fix a device, that would be the customer's responsibility.

Mr. Lagunas noted mailers are being sent to customers notifying them know their device has failed which they have sixty days to make any repairs followed up with a second letter thirty days from before and a last letter stating the customer will be locked off because they have not followed up on their part. He stated this policy literature will assist in backing up the District which were not included in the policy previously.

Mr. Kennedy explained in reviewing some of the comments provided by Mr. Marnett and found most of them would be found in definitions which are provided by the State noting the District must have a conforming ordinance that complies with state law on its books; therefore, it may not be available to alter the State's definitions.

Mr. McKesson inquired as to whether there was any policy change being proposed that would negatively a customer to which they would be adverse. Mr. Kennedy explained the program would be run just as it is currently but would be documented as to what exactly the program is based on current practices. Mr. McKesson clarified he was speaking beyond backflow, but rather in general. Mr. Kennedy stated the proposed changes to the other policies were not related to the backflow program. Mr. Lagunas pointed out the only negative impact within Administrative Code Chapter 8.20 would be in the event a customer does not comply and they are shut off; however, this was state law.

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Mr. Galloway provided context noting 76 notices were sent for the backflows that failed that month and how only 21 of those customers have provided feedback of which half have already provided him with completed updated test reports and the remaining have applied to have their backflow devices removed.

Mr. Nelson referred to the comments prepared by Mr. Marnett and asked how he would like to proceed. Mr. Marnett stated he was willing to work with the District policy editors. Mr. Kennedy offered to have Mr. Lagunas and Mr. Gutierrez schedule a time to meet with Mr. Marnett.

Mr. Nelson inquired as to what staff was seeking from this committee. Mr. Kennedy clarified staff wanted to get these proposed revisions into public meetings so that anyone who wanted to remit comments and how the main question for Chapter 8.20 was whether this should be mandatory.

Mr. Williams pointed out staff was planning to take the proposed changes provided under Items #17, #18, #19 to the Board in March for consideration. Mr. Kennedy clarified these policies would be going to the Board for consideration in March; therefore, staff would like a general consensus from the committee on the concept of the program elements from the committee would be helpful.

Mr. Nelson stated if staff was trying to codify what is current practice and make this clear, he personally did not believe he possesses the knowledge and experience to pass judgment on this; therefore, in the interest of due process he would like to staff to evaluate and fold in Mr. Marnett's comments where appropriate.

Ms. Johnson asked if the purpose was of this item was staff wanted to have committee input. Ms. Largent explained it was nice to have someone who is not so close to the process look at it before it is distributed out to the public or presented to the Board for consideration. Ms. Johnson asked if these proposed revisions would be going to the Board in March. Mr. Kennedy pointed out when staff is writing these policies, it is helpful to know how these are seen from the customer perspective.

Mr. Nelson solicited the committee members as to whether they would like to take action to recommend Board approval. Ms. Johnson mentioned the Budget and Finance Committee members have made recommendations that the Board approve policy revisions in the past.

Ms. Largent pointed out the policy revisions provided in Items #18 and #19 were for clarification of new service setup in terms of directing staff on exactly what steps to follow when someone is setting up new service with RMWD, addressing shutoffs, as well as easier on downsizing so that when someone downsizes and later chooses to upsize that they would either pay the difference in fixed fees over that time period or the difference between the smaller meter size and the larger one. She also mentioned the revisions to Chapter 9 were related to engineering.

Mr. Gasca said he was trying to understand why this backflow program was being implemented in the Administrative Code. He asked for clarification if the reason was that RMWD has operated in this area with tribal knowledge and there are multiple people who utilize these processes and that having it documented or codified will standardize and mean that the ratepayers will see the exact same service provided to them regardless of which of the employees is working in this area. Mr. Kennedy confirmed this was true as well as providing justification in recourse actions taken. Mr. Gasca stated he found this to be appropriate and good to have the policy updated rather than operating on tribal knowledge and that the committee should take action recommending the Board approve these revisions with a caveat that staff work with Mr. Marnett's comments.

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Ms. Brazier stated she would abstain on these three votes because she did not feel comfortable voting to recommend or not. Mr. Nelson stated he appreciated and understood Ms. Brazier's position.

Motion:

To recommend the Board approve the staff amendments to the Administrative Code Chapter 8.20 conditioned upon looking at the material Mr. Marnett provided and incorporating those comments appropriately.

Action: Approve, Moved by Member Nelson, Seconded by Member Gasca.

Vote: Motion passed (summary: Ayes = 5, Noes = 0, Abstain = 1).

Ayes: Member Gasca, Member Marnett, Member Johnson, Member McKesson, Member Nelson.

Abstain: Member Brazier.

***18. REVIEW OF PROPOSED AMENDMENTS TO ADMINISTRATIVE CODE CHAPTERS 8.01, 8.03, 8.04, 8.11 AND 8.14 (OPERATIONS/ENGINEERING/FINANCE)**

Mr. Nelson solicited comments, questions, and feedback from the committee members.

Mr. Marnett stated he read the entire section and found it to be much cleaner than those provided for Chapter 8.20. He complimented staff for their great work on putting together the breakdown of the proposed revisions to these Administrative Code sections.

Motion:

That this committee recommend the Board approve the proposed amendments to Administrative Code Chapters 8.01, 8.03, 8.04, 8.11, and 8.14 with the condition that they will be reviewed by the staff of the three comments proposed by Mr. Marnett with appropriate action taken thereon.

Action: Approve, Moved by Member Nelson, Seconded by Member Johnson.

Vote: Motion passed (summary: Ayes = 5, Noes = 0, Abstain = 1).

Ayes: Member Gasca, Member Marnett, Member Johnson, Member McKesson, Member Nelson.

Abstain: Member Brazier.

Mr. Kennedy thanked staff for compiling the breakdown of the more pertinent changes for referencing. Mr. Nelson agreed this was very helpful.

***19. REVIEW OF PROPOSED AMENDMENTS TO ADMINISTRATIVE CODE CHAPTERS 9.04, 9.05, 9.07 (ENGINEERING)**

Mr. Nelson stated he reviewed the proposed revisions and found them very straight forward.

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Motion:

That the committee recommend the Board approve the proposed amendments to Chapters 9.04, 9.05, and 9.07 with no additional changes.

Action: Approve, Moved by Member McKesson, Seconded by Member Marnett.

Vote: Motion passed (summary: Ayes = 5, Noes = 0, Abstain = 1).

Ayes: Member Gasca, Member Marnett, Member Johnson, Member McKesson, Member Nelson.

Abstain: Member Brazier.

Mr. McKesson inquired as to how frequent the Administrative Code policies are overhauled. Mr. Nelson stated it is ongoing.

Ms. Washburn stated the entire Administrative Code was adopted in 2005 and has been updated regularly as needed. She referenced Mr. Marnett's first comment inquiring about the ordinances provided in the footnotes in each page of the Administrative Code noting these footnotes are tracking when updates have been incorporated by which RMWD ordinance number and the date approved by the Board of Directors.

Mr. Kennedy added it was not until much later than 2005 that most of the chapters found in Title 8 of the Administrative Code had not been incorporated.

20. DEVELOPMENT LOCATION UPDATE (ENGINEERING)

Mr. Williams shared a presentation titled "Development Location Update" that was already shared with the Budget and Finance Committee.

Member Nelson excused himself from the meeting at 5:11 p.m.

Discussions ensued as Mr. Williams reviewed each project was reviewed during the presentation.

Mr. McKesson requested a copy of the presentation be sent to the Engineering and Operations Committee members. Mr. Williams acknowledged the request and asked Ms. Washburn to share the presentation link and PDF format with the committee. Ms. Washburn agreed.

21. AS-NEEDED SERVICES EXPENDITURES SUMMARY (ENGINEERING)

Mr. Williams explained this report was for the month of February during which there were six new assignments.

Mr. McKesson deferred this item to the next meeting to allow for Mr. Nelson's questions to be addressed.

Mr. Marnett inquired about the project listed as Live Oak Park Road Bridge Crossing. Mr. Kennedy explained the County was replacing the bridge on Live Oak Park at which RMWD has two pipelines that will need to be capped off and replaced when the bridge is replaced. Mr. Williams mentioned staff will reinstall the two waterlines off to the side.

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22. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED ENGINEERING AND OPERATIONS COMMITTEE MEETING

It was noted the standard recurring items and any items that come up between this meeting and the next should be on the next committee agenda.

23. ADJOURNMENT

The meeting was adjourned by Vice Chairperson McKesson.

The meeting adjourned at 5:40 p.m.

Flint Nelson, Committee Chairperson

Dawn M. Washburn, Board Secretary

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WATER SERVICE UPGRADE PROJECT CONTRACT WITH CONCORD, ALL DIVISIONS

BACKGROUND

A great deal of background information can be found in the Board Action Letters from the August 28, 2018, and October 22, 2019, Board meetings.

The Water Service Upgrade Project (WSUP) was a District-Wide effort to replace nearly all the water meters in the District. As meters age, they can become less accurate, which means they may not account for all the water moving through them. Before beginning the project, a statistically significant sample of the District's water meters was tested, and the water meters were found to be only 93.6% accurate on average. This means that, on average, 6.4% of the water provided to District customers was not being billed. By replacing all the meters in the system, the accuracy of the District's metering will be dramatically improved, and the District will experience less lost revenue due to inaccurate meters. Because each service would be visited while replacing meters, it was decided that each service should be upgraded and standardized as part of the project's scope.

The project provided significant improvements to the District's water metering systems by adding shut-off valves to the customer side of the meter and geolocating every meter in its inventory. The project also upgraded and standardized water services to include a radio meter reading system, new meter boxes, and a pressure regulator if needed. Lastly, the project analyzed the existing backflow prevention devices at each service location and determined if the device was still necessary. A previous District policy required all water services to have a backflow prevention device downstream of the water meter. The policy has been updated over time, and only water services that meet specific criteria require these devices. During WSUP, many of these obsolete and unnecessary devices were removed. In addition, many of the devices, as were deemed necessary, had to be relocated to accommodate the new meter box. The result is a standardized water service at the water meter and only backflow prevention devices that genuinely need to be installed to protect the District's system.

DESCRIPTION

Concord Environmental Energy Inc. DBA Concord Utility Services (Concord) was contracted to perform all aspects of the project, except for excavating around the existing meter box. This work was to be completed by District personnel. Through the evaluation process, staff identified a more efficient way to approach the project using a combination of in-house team, temporary labor, and, perhaps most importantly, a high-power vacuum excavation system.

In this hybrid concept, the District used limited-term temporary employees to go ahead of Concord and use the vacuum excavation system to clean out and excavate the meter boxes. Through this process, our in-house team prepared the work site for Concord and collect specific information about each service so that Concord had complete details on the unique scope of work at each service. There was a wide variety of conditions present at each service, and as such, there was a range of tasks to be performed at each service.

The scope of work on the project included the following tasks: entire meter replacement, AMR retrofitting, replacing pressure regulators in front of meters, installing customer side ball valves, relocating, or removing customer backflow prevention devices, replacing meter boxes, and backfilling around the meter boxes.

There were five (5) contract change orders (CCO) during the project.

Concord CO 1	\$50,000
Concord CO 2	No cost change order
Concord CO 3	\$6,190.00
Concord CO 4	\$824,500
Concord CO 05	No cost change order
Concord CO 06	\$(231,174.06)
Total ConcordContract	\$2,178,007

Concord has completed the installation and backfill of 8,587 meters. The remaining 184 meters will be assembled in-house as they are three and four-inch meters or meters otherwise known as return to the utility.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management-The WSUP Project allowed staff to exchange all the meter assets within a relatively short time frame of less than two years which has provided a starting point for future exchanges. Each service now has a new meter box, ball valve, meter, and pressure regulator where required.

Strategic Focus Area Four: Fiscal Responsibility-With new meters installed, the District can now account for water usage in a fiscally responsible manner while reducing water loss through inaccurate meters.

Strategic Focus Area Five: Customer Service- By providing ball valves in each meter box, customers can shut off their water on the private side of the meter, thus reducing response times for staff. Additionally, customer service now has photographic evidence of where each meter is and can direct customers to that location when needed.

ENVIRONMENTAL

This project is Categorically Exempt from the California Environmental Quality Act under Section 15301(d), which exempts the reconstruction of existing facilities.

BOARD OPTIONS/FISCAL IMPACTS

Staff requested and was granted a special prevailing wage determination for this project from the Department of Industrial Relations (DIR). The DIR mandates the hourly rate for all trades working on Public Works projects. Staff believed the hourly wage set for plumbers did not apply to this project.

At the start of the project, the District and Concord agreed to expedite progress payments and apply a 2% discount to each progress payment. The District was able to pay within the allotted time successfully, and the total savings to date is \$43,560.12.

The Construction costs of the improvements will be added to the District's asset valuation.

Option 1:

- Determine that the action defined herein does not constitute a "project" as specified by CEQA.
- Accept the Water Service Upgrade Project
- Approve Filing the Notice of Completion.
- Add installation costs to the District's total valuation.

Option 2:

- Provide Staff with Direction.

STAFF RECOMMENDATION

Staff Recommends Option 1.



Robert Gutierrez
Operations Manager

April 26, 2022

DRAFT

BOARD OF DIRECTORS

April 26, 2021

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE A LETTER OF AUTHORIZATION FROM RMWD TO QUALTEK WIRELESS FOR SUBMISSION OF WIRELESS FACILITY MINOR USE PERMIT APPLICATION WITH SAN DIEGO COUNTY PLANNING DIVISION (DIV 1)

BACKGROUND

Qualtek wireless recently approached RMWD staff regarding land leasing for the installation of a cellular tower at the Hutton and Turner tank sites. The team met with Qualtek wireless several times in the field to determine the best location to site the structures. During the initial phase of talks, Qualtek wanted to install the cellular antennas on each tank. However, this posed several issues both to Qualtek and to RMWD. Mainly the removal of the antennas for tank maintenance and the interruption this could cause to the cellular network.

Additionally, if the antennas were mounted to the tank, the wireless company would need to access the tank or the property for maintenance. Accessing the tank creates both liability and security risks. Mounting hardware outside of steel tanks poses maintenance issues internally and externally. Both parties agreed that stand-alone antennae would be the best option for both sites.

DESCRIPTION

The proposed towers would be faux eucalyptus standing at a height not to exceed forty-five feet. The enclosure that will house the electronics and a backup generator would be eleven feet wide, nineteen feet long, and eight feet tall within a concrete masonry unit (CMU) enclosure. The Hutton site already has an existing wireless structure on site. The new wireless structure would be installed next to the existing one. The Turner site does not have any existing wireless infrastructure. Both tanks have an elevation of forty feet.

Qualtek wireless will be submitting for a wireless Facility Minor Use Permit with the County Planning Division. The project will be forwarded to the Building Division for plan check if planning approves. Once the Building Division approves, a Notice to Proceed will be issued, and construction may begin. As part of this process, CEQA will be addressed by the County and Qualtek. All environmental reviews, including public comments, will be Qualtek and the county's responsibility, not RMWD. As part of the public notification, the County will require Qualtek to notify residents at a minimum of 500 feet away from the project site and distribute public notices to a minimum of 20 residents and onsite posting.

The entire process is estimated to take up to six months before construction.

This is not an approval of a lease, only approval for submitting an application to the County by Qualtek Wireless. During this process, the lease agreement will be reviewed by RMWD legal and brought back to the Board for approval once all permits have been issued and a Notice to Proceed is issued by the County.

AB 1486, the “surplus Land Act” does not apply for the following reasons: (a) the site is not being sold; (b) the site is not being considered “surplus”; and (c) because this meets the small area exemption under Government Code section 54221 (f) (b).

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility-The proposed lease sites are new properties that can be revenue-generating with the addition of cellular towers.

ENVIRONMENTAL

Per the California Environmental Quality Act (CEQA) guidelines Section 15303 and 15311, the action before the Board is categorically exempt from CEQA, and no further environmental review is required. The lessee will be responsible for all compliance with County regulations and CEQA.

BOARD OPTIONS/FISCAL IMPACTS

Per the lease agreement, the tenant will pay RMWD \$2500 per month for each site for a total annual income of \$60,000 per year.

STAFF RECOMMENDATION

Staff Recommends:

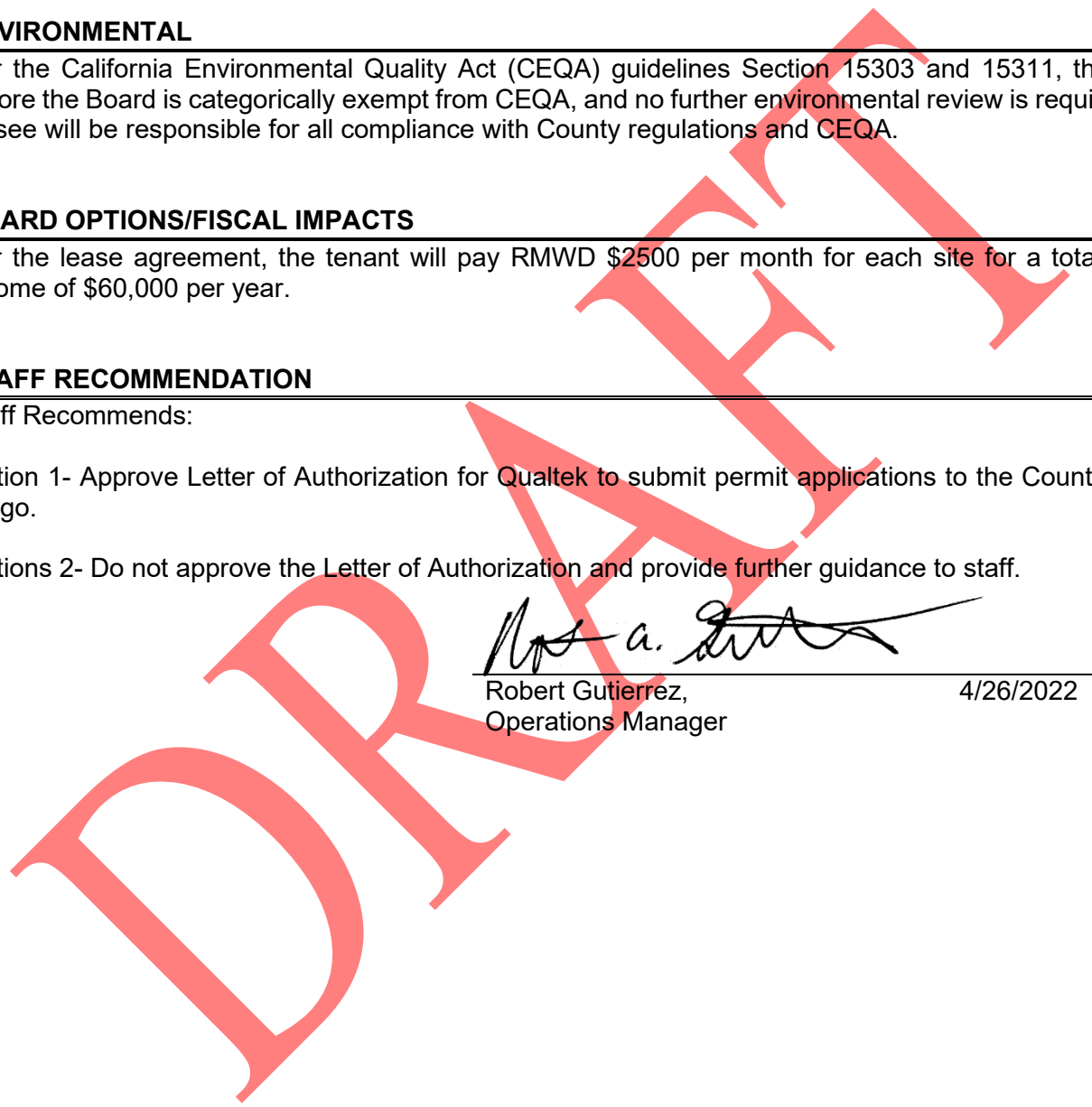
Option 1- Approve Letter of Authorization for Qualtek to submit permit applications to the County of San Diego.

Options 2- Do not approve the Letter of Authorization and provide further guidance to staff.



Robert Gutierrez,
Operations Manager

4/26/2022





DISH Wireless, L.L.C. SITE ID:

SDSAN00097B

DISH Wireless, L.L.C. SITE ADDRESS:

**32751 RANCHOS LADERA RD
BONSALL, CA 92003**

SCOPE OF WORK	
THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:	
SECTOR SCOPE OF WORK:	
<ul style="list-style-type: none"> • INSTALL (1) PROPOSED 45'-0" MONO-EUCALYPTUS (CO-LOCATABLE TOWER) • INSTALL (1) PROPOSED TRI-MOUNT ANTENNA BRACKET • INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR) • INSTALL (6) PROPOSED RRH (2 PER SECTOR) • INSTALL (1) PROPOSED OVP • INSTALL (3) PROPOSED BACK-TO-BACK MOUNT (1 PER SECTOR) • INSTALL (1) PROPOSED HYBRID CABLE • INSTALL (24) PROPOSED JUMPERS 	
EQUIPMENT SCOPE OF WORK:	
<ul style="list-style-type: none"> • REMOVED (2) EXISTING BOULDERS ON SITE • PROPOSED 11'-0"x19'-0" EQUIPMENT LEASE AREA • INSTALL PROPOSED 11'-0"x19'-0"x8'-0" HIGH EQUIPMENT CMU ENCLOSURE • INSTALL (1) PROPOSED GENERATOR • INSTALL (1) PROPOSED 4'-0"x7'-0" CONCRETE PAD FOR GENERATOR • INSTALL (1) PROPOSED EQUIPMENT CABINET • INSTALL (1) PROPOSED 3'-0"x6'-0" CONCRETE PAD FOR CABINET • INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX • INSTALL (1) PROPOSED DISCONNECT SWITCH • INSTALL (1) PROPOSED POWER PANEL CABINET WITH GENERATOR PLUG • INSTALL (1) PROPOSED ELECTRICAL METER • INSTALL (1) PROPOSED GPS UNIT • INSTALL (1) POWER CONDUIT • INSTALL (1) TELCO CONDUIT 	

SITE INFORMATION	PROJECT DIRECTORY
PROPERTY OWNER: RAINBOW MUNICIPAL WATER ADDRESS: 3707 OLD HWY 395 FALLBROOK, CA 92028	APPLICANT: DISH Wireless, L.L.C.. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
SITE CONTACT: AMANDA HOLTZ (760) 728-1178 x 148 rgutierrez@rainbowmwd.com	SITE DESIGNER: GENARO CRUZ 1875 CORONADO AVE SIGNAL HILL, CA 90755 PHONE: 714-443-8407
COUNTY: SAN DIEGO	SITE ACQUISITION: QUALTEK WIRELESS GARY KRAUS (949) 929-1467 gkraus@qualtekwireless.com
LATITUDE (NAD 83): 33° 18' 20.0042" (33.305557°)	KORINA ARVIZU karvizu@qualtekwireless.com
LONGITUDE (NAD 83): -117° 09' 19.2104" (-117.155336°)	CONSTRUCTION MANAGER: DISH Wireless, L.L.C. ZACHARY MANN (858) 220-0233
ZONING JURISDICTION: SAN DIEGO COUNTY TRANSPORTATION, COMMUNICATION, UTILITIES	RF ENGINEER: DISH Wireless, L.L.C. ATTA TAHMAS (769) 675-4710 atta.tahmas@dish.com
ZONING DISTRICT:	UTILITY COORDINATOR: QUALTEK GARY KRAUS (949) 929-1467
PARCEL NUMBER: 125-231-18-00	LAND USE PLANNER: QUALTEK KORINA ARVIZU (949) 616-0948 EMAIL: karvizu@qualtekwireless.com
OCCUPANCY GROUP: U - UTILITIES AND MISCELLANEOUS	
CONSTRUCTION TYPE: III-A	
POWER COMPANY: SDG&E	
TELEPHONE COMPANY: AT&T	



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

NOT TO BE USED FOR CONSTRUCTION

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JC	MO	GC

RFDS_REV_#0_ISSUE: 02/15/2022

ZONING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	02/08/22	90% ZONING DRAWINGS
1	02/22/22	100% ZONING DRAWINGS
2	02/23/22	REVISED 100% ZONING DRAWINGS

A&E PROJECT NUMBER
SITE ID_4581

DISH Wireless, L.L.C.
PROJECT INFORMATION
SDSAN00097B
32751 RANCHOS LADERA RD
BONSALL, CA 92003

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

SITE PHOTO



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF CALIFORNIA
(800) 642-2444
WWW.CALIFORNIA811.ORG
CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

DIRECTIONS

DIRECTIONS FROM SAN DIEGO INTERNATIONAL AIRPORT:
GET ON I-5 S, HEAD EAST ON N HARBOR DR TOWARD MCCAIN RD, USE THE LEFT 3 LANES TO TURN LEFT ONTO W GRAPE ST, USE THE RIGHT 2 LANES TO TAKE THE RAMP ONTO I-5 S, MERGE ONTO I-5 S, TAKE EXIT 16 TO MERGE ONTO CA-163 N TOWARD ESCONDIDO, MERGE ONTO I-15 N, TAKE EXIT 43 FOR OLD HIGHWAY 395, TURN LEFT ONTO N OLD HWY 395, TURN LEFT ONTO W LILAC RD, TURN RIGHT ONTO RANCHOS LADERA RD, DESTINATION WILL BE ON THE LEFT.

VICINITY MAP



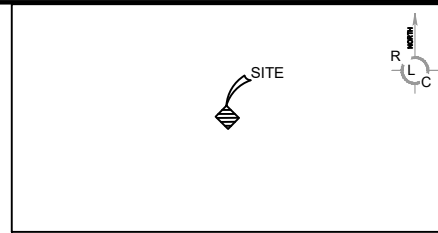
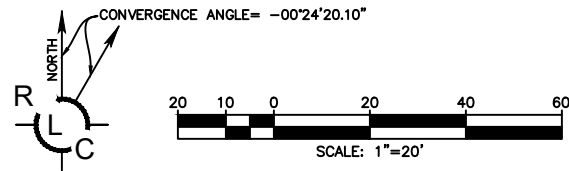
CALIFORNIA - CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

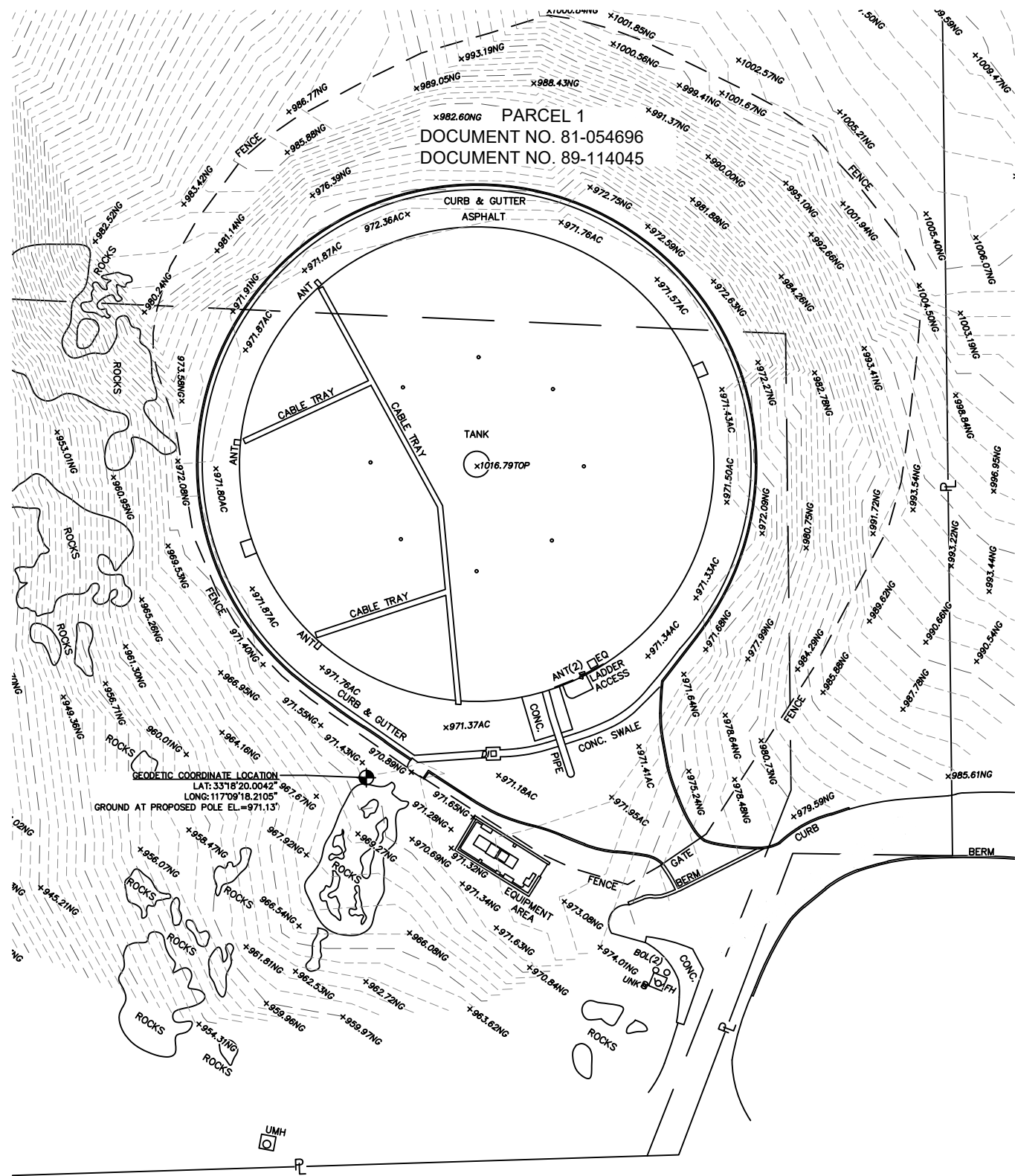
CODE TYPE	CODE
BUILDING	INTERNATIONAL BUILDING CODE 2018 (IBC 2018)
MECHANICAL	CALIFORNIA MECHANICAL CODE 2019
ELECTRICAL	CALIFORNIA ELECTRICAL CODE 2019
FIRE CODE	INTERNATIONAL FIRE CODE 2018 (IFC 2018)

SHEET INDEX

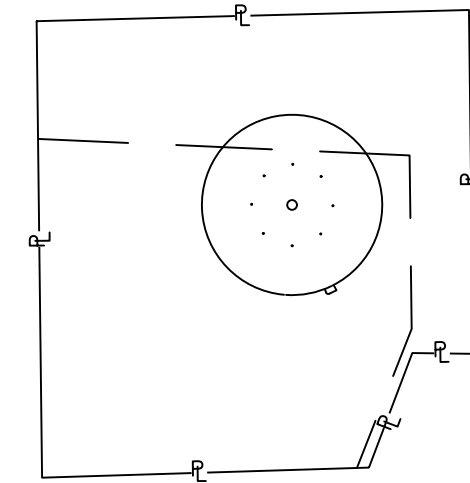
SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
A-1	OVERALL SITE PLAN AND ENLARGED SITE PLAN
A-2	ANTENNA PLAN AND ANTENNA SCHEDULE
A-3	PROPOSED ELEVATIONS
A-4	PROPOSED ELEVATIONS
A-5	EQUIPMENT PLAN
D-1	EQUIPMENT DETAILS
D-2	EQUIPMENT DETAILS
E-1	ELECTRICAL DETAILS



VICINITY MAP
(NO SCALE)



LAND SURVEY



BOUNDARY DETAIL
(NO SCALE)

BASIS OF COORDINATES

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 6, (2017.50) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID COORDINATES ARE BASED LOCALLY ON FIELD OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS:

STATION	NORTHING	EASTING	ELEVATION
JAS1	1,881,818.033	6,334,936.128	432.94 FEET (NAVD88)
P472	1,904,390.647	6,299,296.909	566.74 FEET (NAVD88)

MAPPING ANGLE AND GRID FACTOR	COMBINATION FACTOR
STATION MAPPING ANGLE	
JAS1 -00°24'20.10"	0.999977460

DISTANCES, IF ANY, SHOWN HEREON ARE GROUND DISTANCES. TO APPROXIMATE CCS83 GRID DISTANCES MULTIPLY THE DISTANCES BY THE COMBINATION FACTOR PROVIDED ABOVE.

BENCH MARK

THE ELEVATIONS USED FOR THIS SURVEY ARE NAVD88 BASED LOCALLY ON CALIFORNIA SPATIAL REFERENCE STATION JAS1. 432.94 FEET (NAVD88)

TITLE REPORT

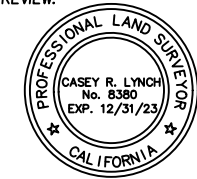
A TITLE REPORT WAS NOT PROVIDED TO THE UNDERSIGNED FOR REVIEW.

DATE OF SURVEY

THE SURVEY DATA DEPICTED HEREON WAS OBTAINED ON: JANUARY 10, 2022.

SURVEYORS CERTIFICATE

THIS SURVEY WAS PREPARED BY ME, OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY.



01/25/2022
DATE
CASEY R. LYNCH, P.L.S.
LICENSE NO. L.S. 8380

LEGEND

UTILITIES
COMMUNICATION LINE COM
COMMUNICATION MARKOUT COM(MO)
FIBER OPTICS FO
FIBER OPTICS MARK OUT FO(MO)

ELECTRIC CABINET EC
ELECTRIC MARKOUT E(MO)
ELECTRIC METER EM
ELECTRIC RISER ER
ELECTRIC TRANSFORMER ET
ELECTRIC PULL BOX EPB
GUY POLE/WIRE GUY
LIGHT POLE LP
OVER-HEAD ELEC./TELE./COMM. OH/ETC
STREET LIGHT SL
TRAFFIC SIGNAL TS
TRAFFIC SIGNAL BOX TSB
UTILITY POLE UP

GAS MARKOUT G(MO)
GAS METER GM
GAS RISER GR
GAS VALVE GV

TELECOMM PEDESTAL TP
TELECOMM PULL BOX TPB
TELEPHONE LINE T
TELEPHONE MARKOUT T(MO)
TELEPHONE RISER TR

SEWER CLEAN OUT SCO
SEWER MARKOUT S(MO)
SEWER RISER SR

CATCH BASIN CB
DROP INLET DI
RAIN DRAIN RD
STORM DRAIN SD
STORM DRAIN CLEAN-OUT SDCO
STORM DRAIN CURB INLET SDCI
STORM DRAIN MARKOUT SD(MO)
STORM DRAIN TRENCH DRAIN SDTD

BACKFLOW PREVENTER BFP
BLOWOFF VALVE BOV
FIRE HYDRANT FH
FIRE SERVICE FS
IRRIGATION CONTROL BOX ICB
IRRIGATION CONTROL VALVE ICV
POST INDICATOR VALVE PIV
WATER MARKOUT W(MO)
WATER METER WM
WATER RISER WR
WATER SERVICE WS
WATER VALVE WV

ELECTRIC MANHOLE EMH
GAS MANHOLE GMH
SEWER MANHOLE SMH
STORM DRAIN MANHOLE SDMH
TELECOMM MANHOLE TMH
WATER MANHOLE WMH

HAND HOLE HH
UNKNOWN MANHOLE UMH
UNKNOWN MARKOUT UNK
UNKNOWN UTILITY UNK
UNKNOWN VALVE UV

ELECTRIC VAULT EV
GAS VAULT GVT
SEWER VAULT SV
TELECOMM VAULT TV
UNKNOWN VAULT UV
WATER VAULT WVT

LANDSCAPING

DECIDUOUS TREE
PALM TREE

PROPERTY DATA

PROPERTY LINE
RIGHT-OF-WAY
CENTER LINE
LOT LINE
OFFSET LINE

IMPROVEMENTS

CHAIN LINK FENCE
IRON FENCE
WOOD FENCE
WALL
CURB & GUTTER
BUILDING FOOTPRINT
SIGN

ABBREVIATIONS

AIR CONDITIONING UNIT ACU
ANTENNA ANT
ASPHALT CONCRETE AC
BACK OF ROLLING CURB BRC
BIKE RACK BR
BOLLARD BOL
CITY CTY
CHAINLINK FENCE FNC
CONCRETE C/CONC.
CONDUIT CND
CURB INLET CI
DRIVEWAY DWY
EDGE OF PAVEMENT EP
EDGE OF TRAVEL WAY ETW
EQUIPMENT EQ
ELEVATION EL
ENCLOSURE ENCL
FLOWLINE FL
HANDICAP RAMP HCR
IRON FENCE FNI
LATITUDE LAT
LONGITUDE LONG
MAILBOX MB
MONUMENT MON.
MOUND MOWC
NATURAL GROUND NG
NEWSSTAND NS
PARKING METER PM
PARKING SPACE PS
PEDESTRIAN CALL BUTTON PCB
PLANTER PLNTR
RIGHT OF WAY R.O.W.
ROOF RF
TELECOMM CABINET TELC
TOP OF BERM TB
TOP OF CURB TC
TOP OF WALL TW
TREE WELL TRW
UNDERGROUND U/G
UNKNOWN CLEANOUT UCO
UNKNOWN RISER UR
WALKWAY WKWY
WEEP HOLE WH
WOOD FENCE FNW



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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DRAWN BY: CHECKED BY: APPROVED BY:

RFDS REV #: ---

ZONING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	---/---/21	-----

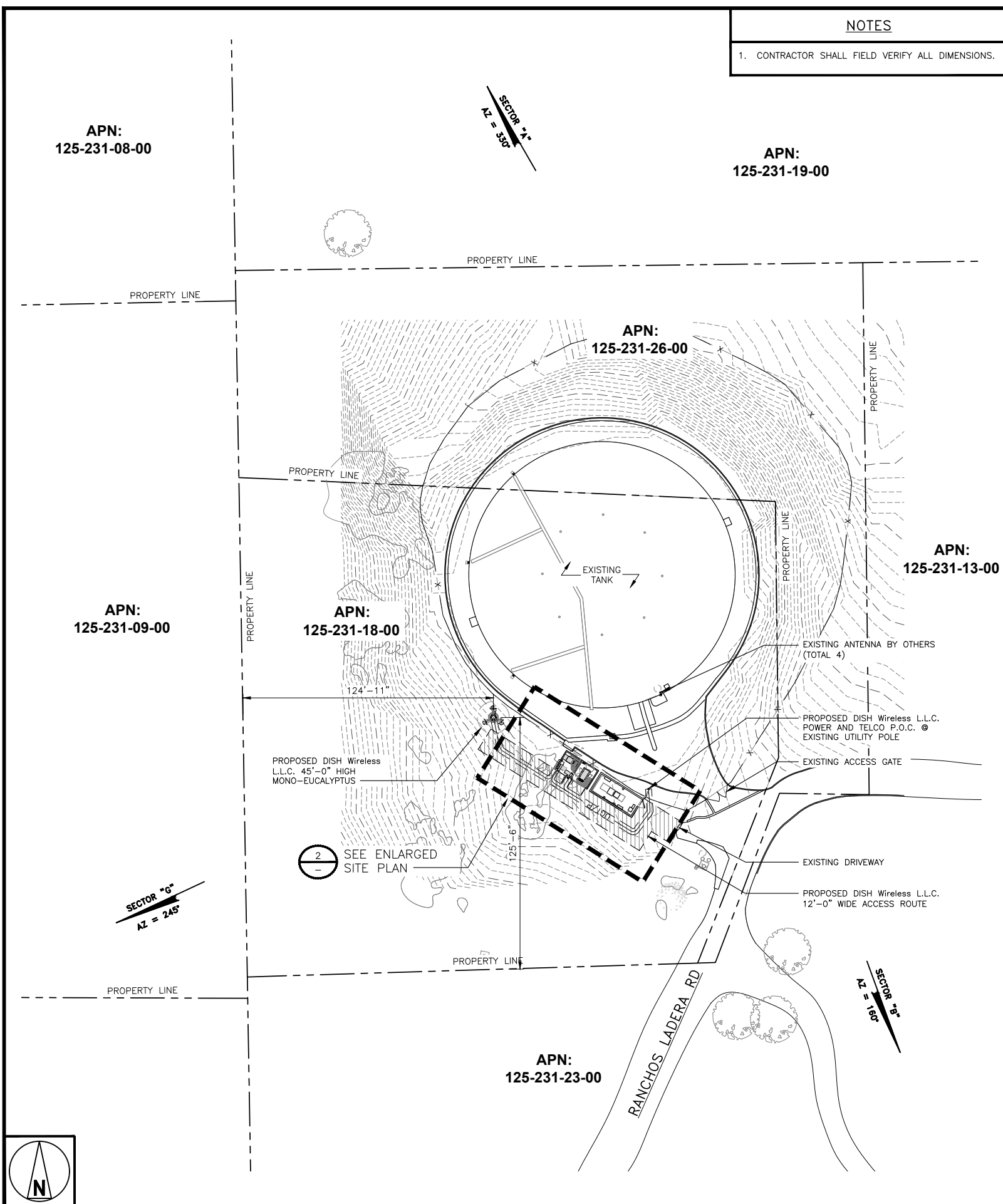
A&E PROJECT NUMBER
SDSAN00097B

DISH Wireless L.L.C.
PROJECT INFORMATION
32751 RANCHOS
LADERA RD., BONSALL,
CA 92003

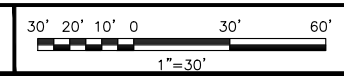
SHEET TITLE
TOPOGRAPHIC SURVEY

SHEET NUMBER
LS-1

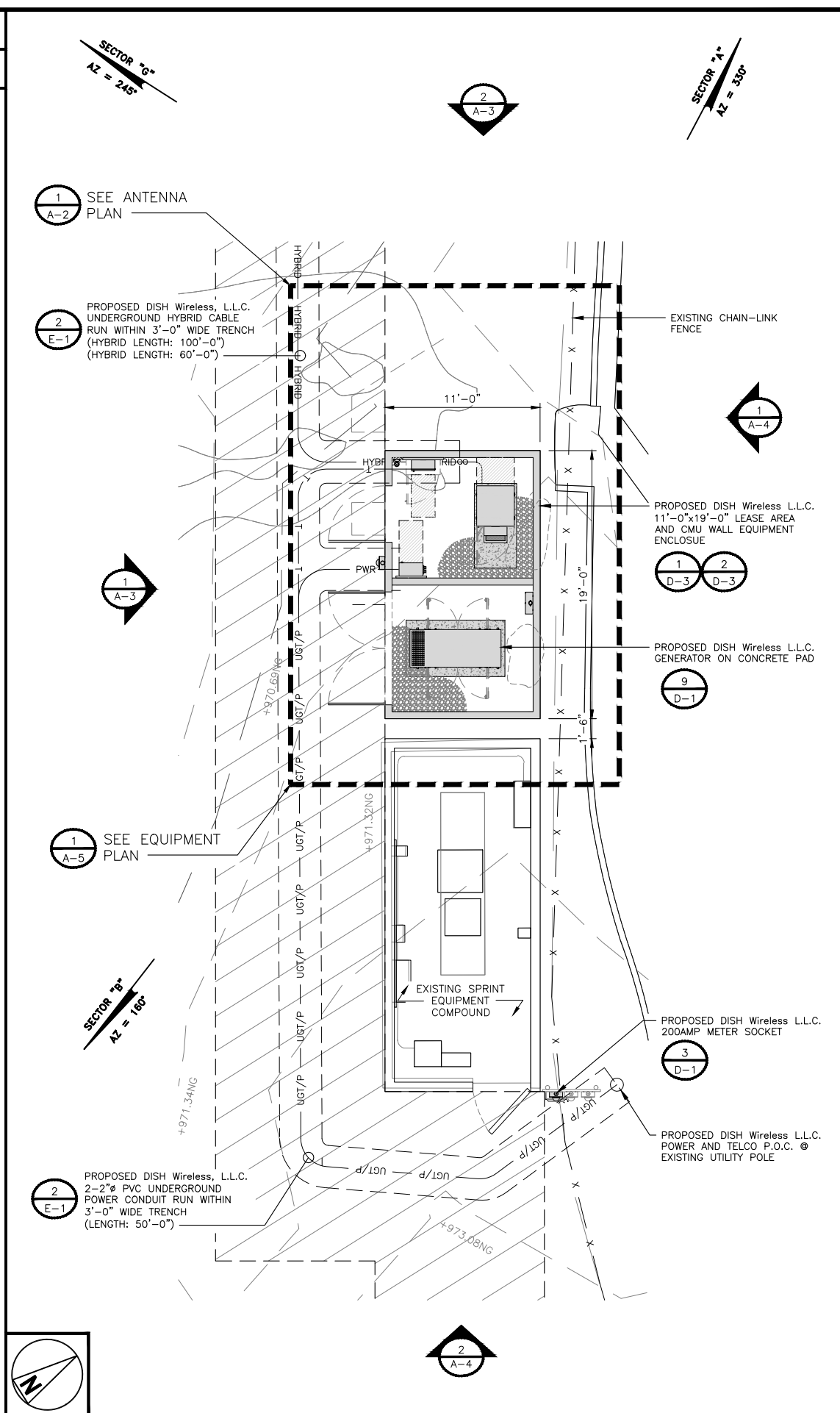
NOTES
 1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.



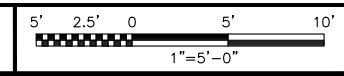
OVERALL SITE PLAN



1



ENLARGED SITE PLAN



2



5701 SOUTH SANTA FE DRIVE
 LITTLETON, CO 80120



10 PASTEUR, SUITE 100
 IRVINE, CA 92618-3815

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JC	MO	GC

RFDS_REV_#0_ISSUE: 02/15/2022

ZONING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	02/08/22	90% ZONING DRAWINGS
1	02/22/22	100% ZONING DRAWINGS
2	02/23/22	REVISED 100% ZONING DRAWINGS

A&E PROJECT NUMBER
 SITE ID_4581

DISH Wireless, L.L.C.
 PROJECT INFORMATION
 SDSAN00097B
 32751 RANCHOS LADERA RD
 BONSALE, CA 92003

SHEET TITLE
 OVERALL SITE PLAN
 ENLARGED SITE PLAN

SHEET NUMBER
A-1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. PROPOSED ANTENNAS, BRACKETS AND EQUIPMENT HARDWARE TO BE PAINTED TO MATCH EXISTING NEEDLES IN COLOR
4. THIS TREE WILL BE A CO-LOCATABLE MONOTREE PER CODE.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

NOT TO BE USED
FOR CONSTRUCTION

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DRAWN BY: JC
CHECKED BY: MO
APPROVED BY: GC

RFDS_REV_#0_ISSUE: 02/15/2022

ZONING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	02/08/22	90% ZONING DRAWINGS
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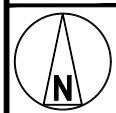
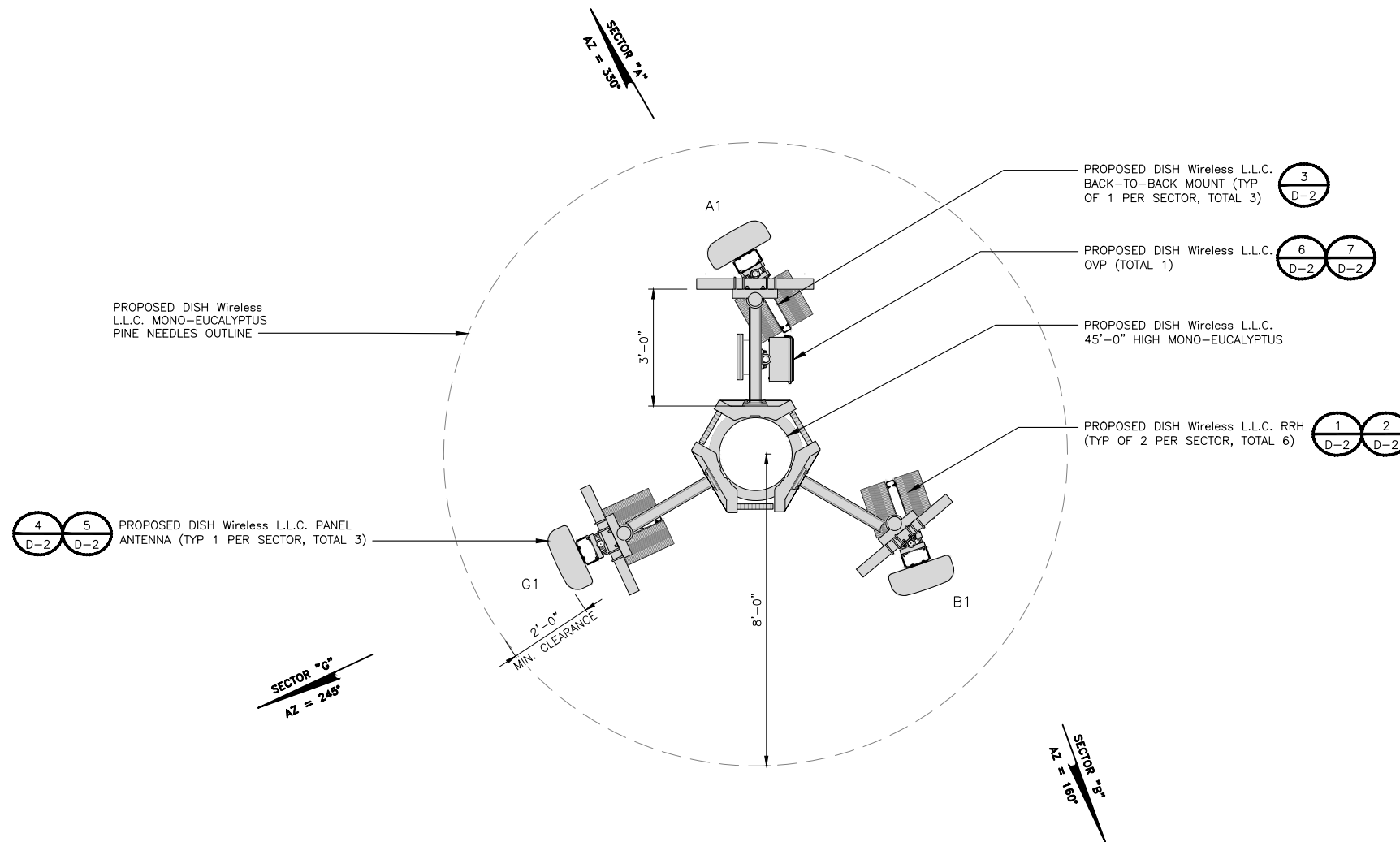
A&E PROJECT NUMBER
SITE ID_4581

DISH Wireless, L.L.C.
PROJECT INFORMATION
SDSAN00097B
32751 RANCHOS LADERA RD
BONSALL, CA 92003

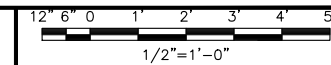
SHEET TITLE
ANTENNA PLAN
ANTENNA SCHEDULE

SHEET NUMBER

A-2



ANTENNA PLAN



1

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxWxD)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	KMW KE654L4H6-D	5G	72.0"x18.1"x7.1"	330°	37'-0"	(1) HIGH-CAPACITY HYBRID CABLE (110'-0" LONG)
BETA	B1	PROPOSED	KMW KE654L4H6-D	5G	72.0"x18.1"x7.1"	160°	37'-0"	
GAMMA	G1	PROPOSED	KMW KE654L4H6-D	5G	72.0"x18.1"x7.1"	245°	37'-0"	

SECTOR	POSITION	RRH					NOTES
		MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxWxD)	WEIGHT		
ALPHA	A1	FUJITSU - TA08025-B605	5G	15.75"x14.96"x9.06"	74.95 LBS.	1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS. 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.	
	A2	FUJITSU - TA08025-B604	5G	15.75"x14.96"x7.87"	63.93 LBS.		
BETA	B1	FUJITSU - TA08025-B605	5G	15.75"x14.96"x9.06"	74.95 LBS.		
	B2	FUJITSU - TA08025-B604	5G	15.75"x14.96"x7.87"	63.93 LBS.		
GAMMA	G1	FUJITSU - TA08025-B605	5G	15.75"x14.96"x9.06"	74.95 LBS.		
	G1	FUJITSU - TA08025-B604	5G	15.75"x14.96"x7.87"	63.93 LBS.		

ANTENNA SCHEDULE

2

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. PROPOSED ANTENNAS, BRACKETS AND EQUIPMENT HARDWARE TO BE PAINTED TO MATCH EXISTING NEEDLES IN COLOR
4. THIS TREE WILL BE A CO-LOCATABLE MONOTREE PER CODE.

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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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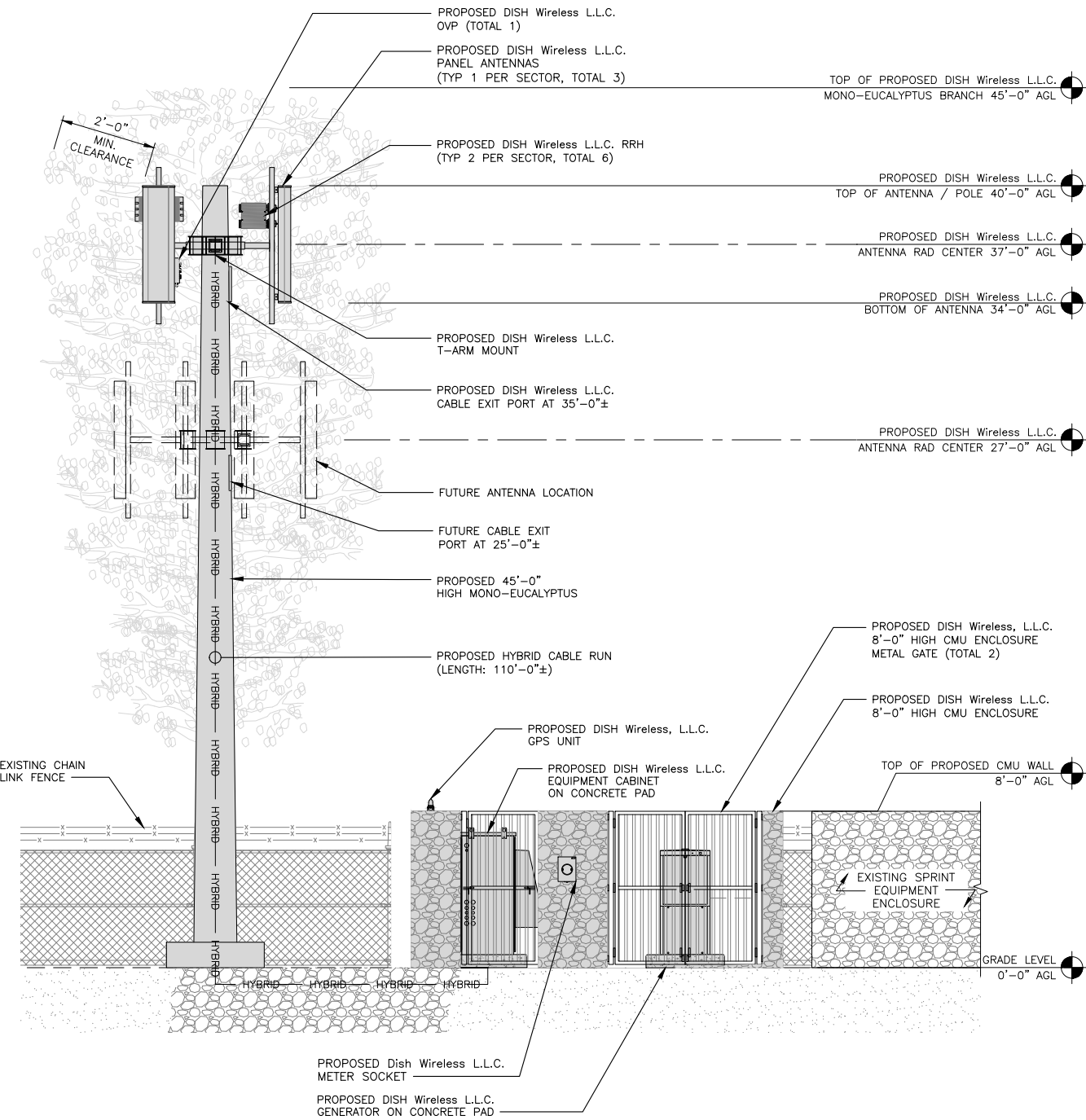
A&E PROJECT NUMBER
SITE ID_4581

DISH Wireless, L.L.C.
PROJECT INFORMATION
SDSAN00097B
32751 RANCHOS LADERA RD
BONSALL, CA 92003

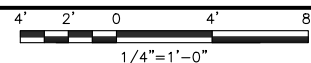
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EXISTING ELEVATION
PROPOSED ELEVATION

SHEET NUMBER

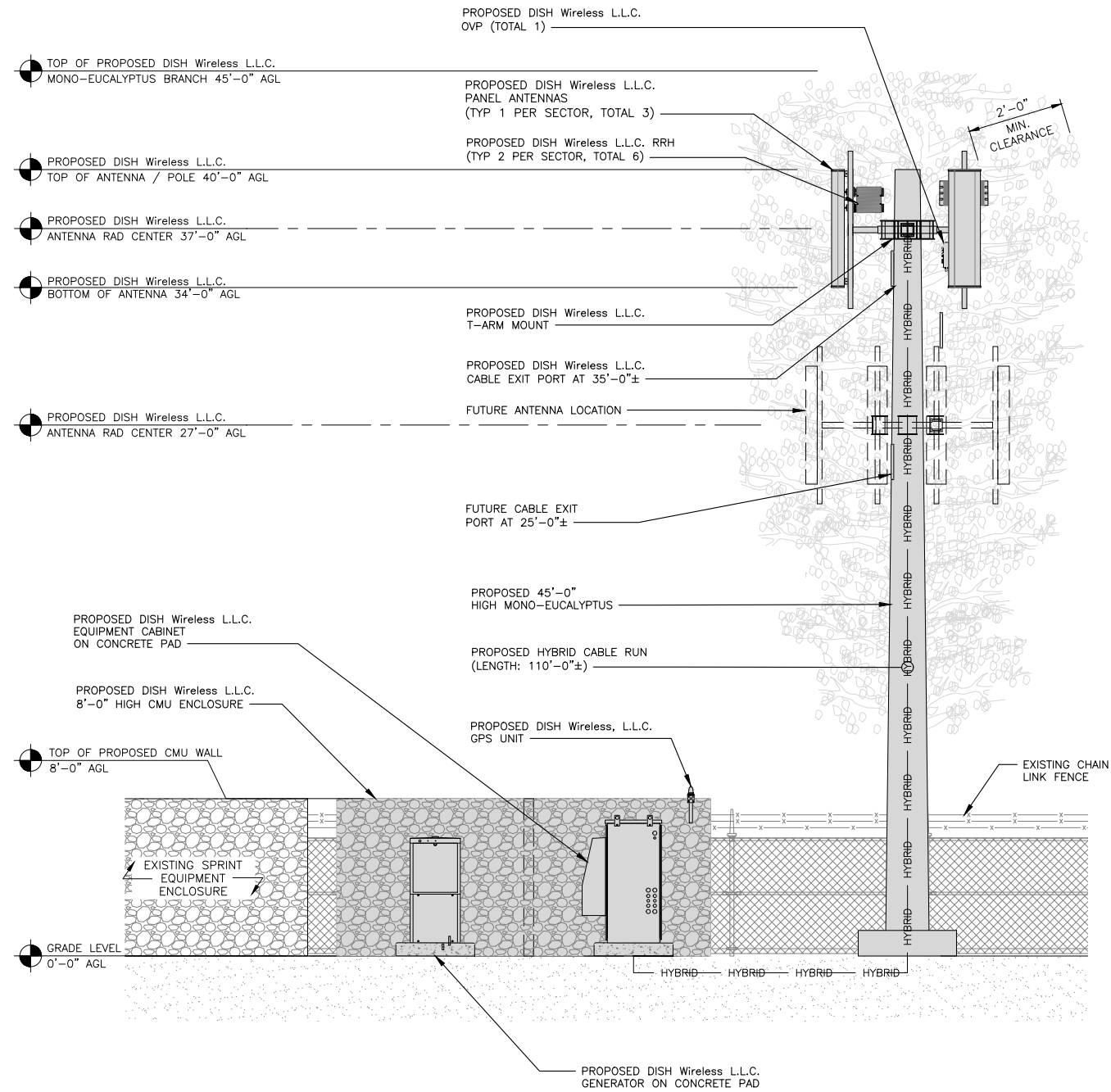
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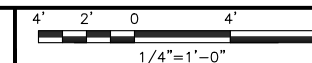
PROPOSED ELEVATION (SOUTH)



1



PROPOSED ELEVATION (NORTH)



2

NOTES

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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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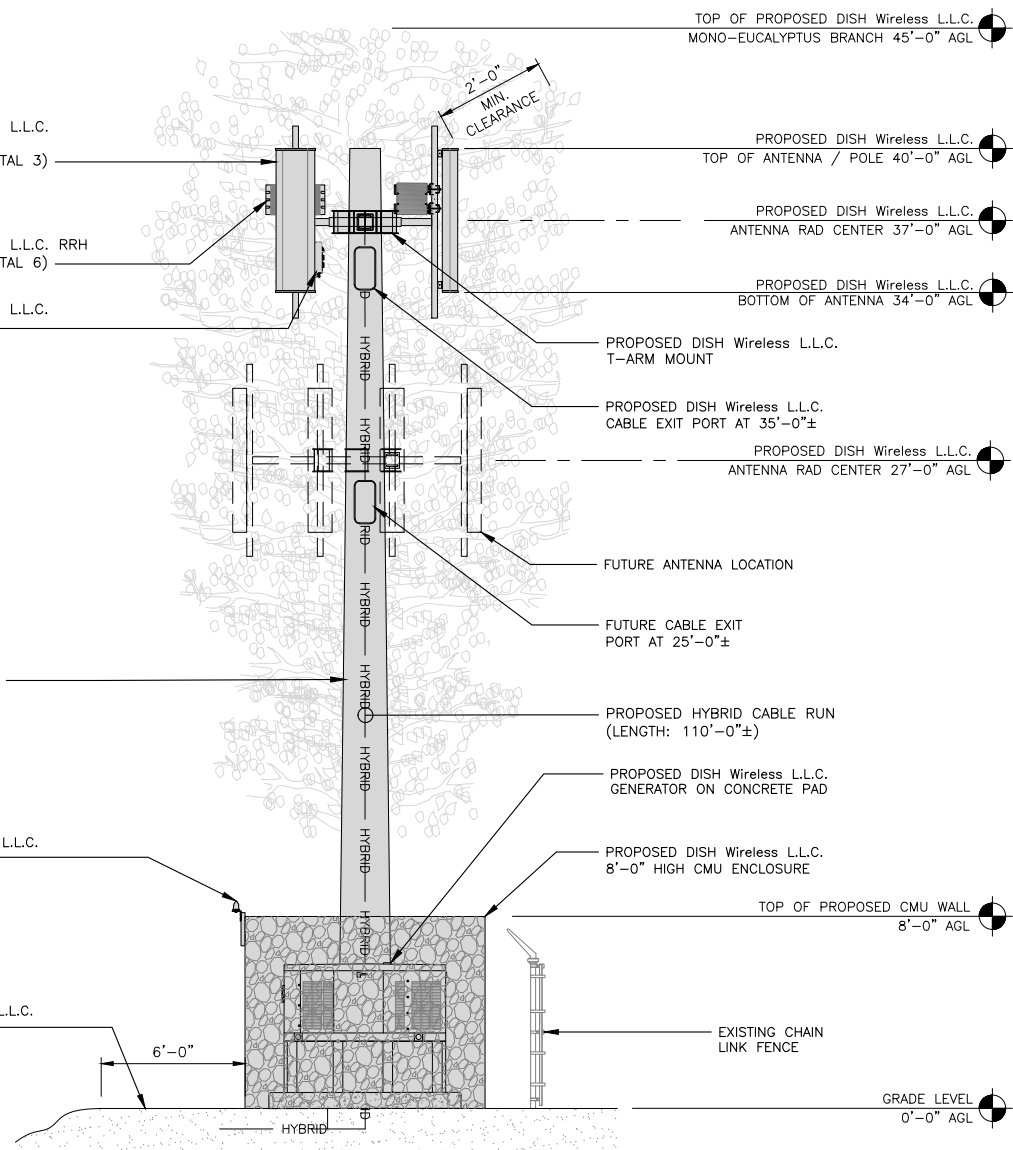
A&E PROJECT NUMBER
SITE ID_4581

DISH Wireless, L.L.C.
PROJECT INFORMATION
SDSAN00097B
32751 RANCHOS LADERA RD
BONSALL, CA 92003

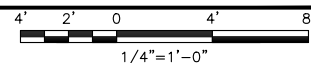
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PROPOSED ELEVATION

SHEET NUMBER

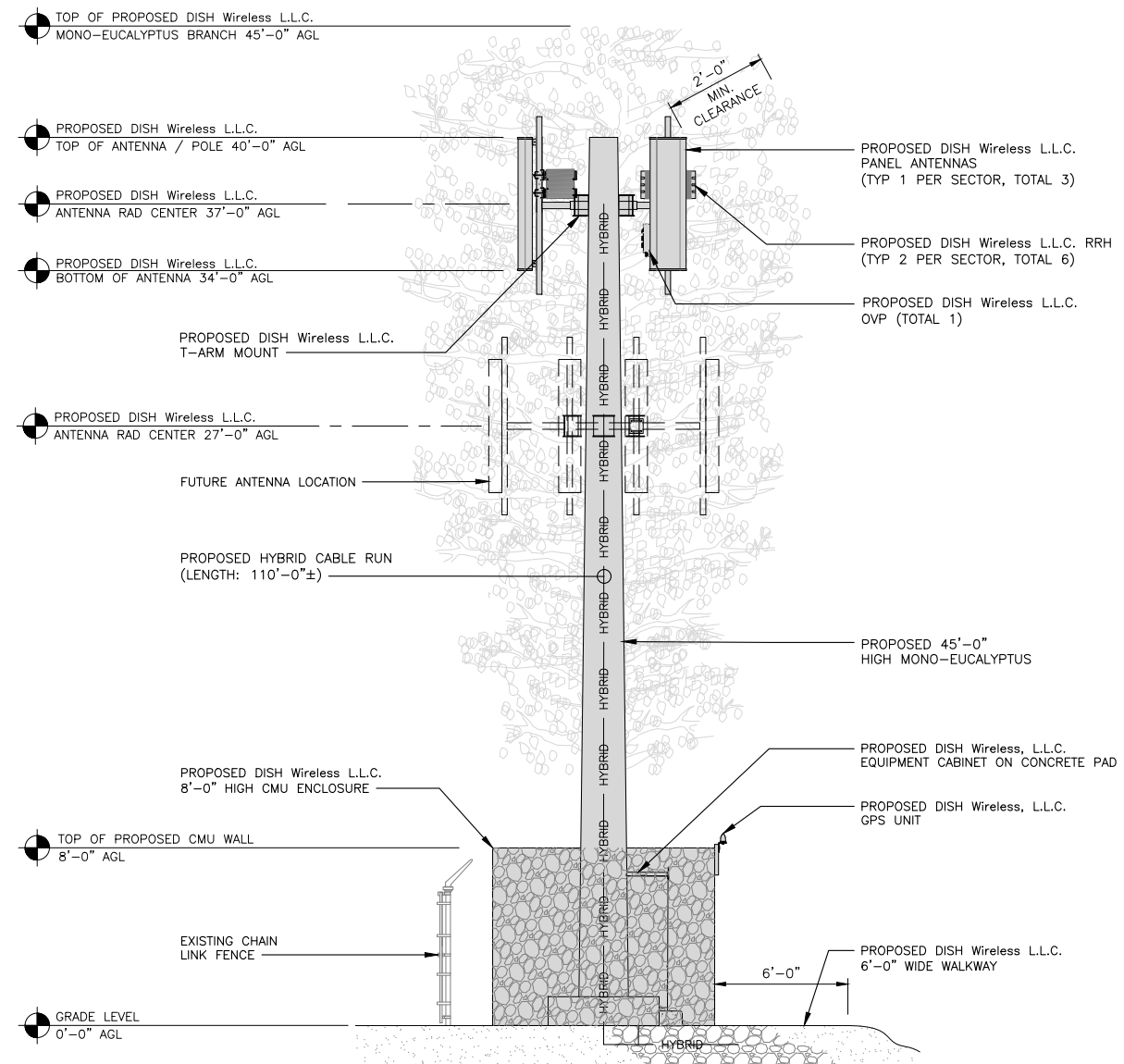
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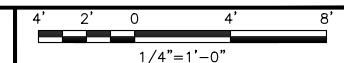
PROPOSED ELEVATION (EAST)



1



PROPOSED ELEVATION (WEST)



2

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL CUT THE EXISTING LAND IN THE PROPOSED EQUIPMENT AREA.
3. EXISTING SWALE TO BE MODIFIED TO ACCOMMODATE NEW CMU WALL.



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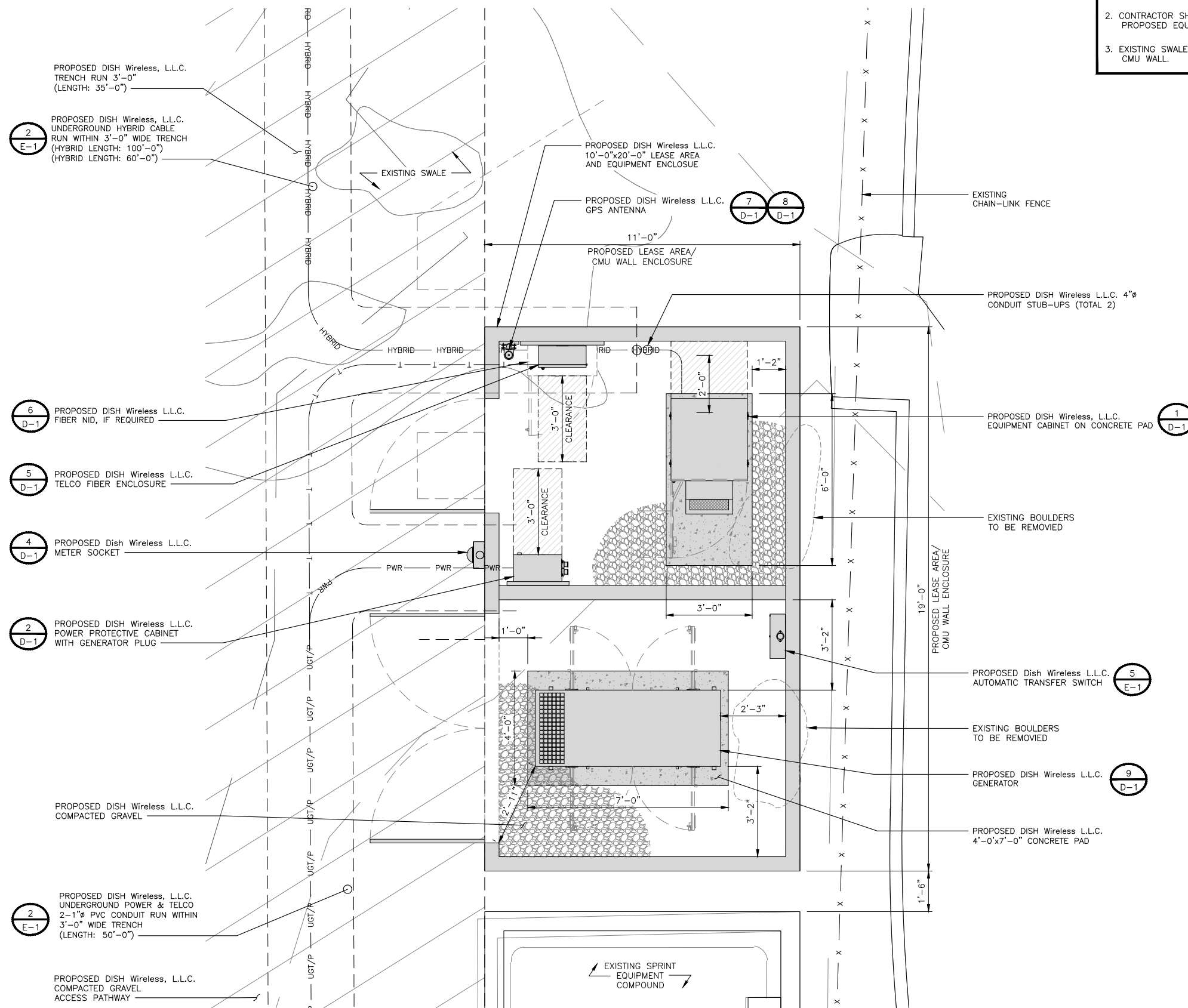
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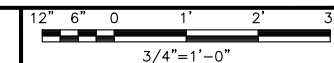
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SHEET TITLE
EQUIPMENT PLAN

SHEET NUMBER
A-5

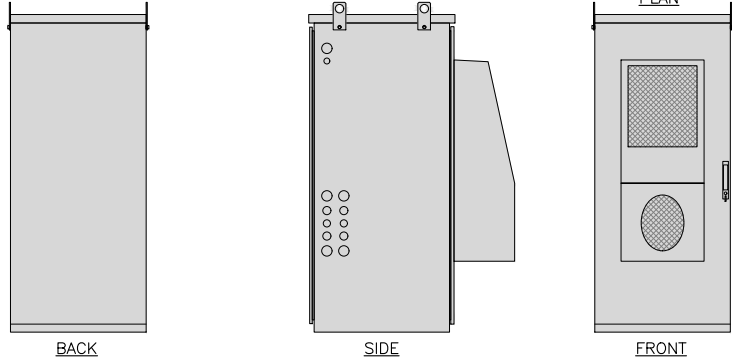


PROPOSED EQUIPMENT PLAN



1

GREAT LAKES DC#12804-HX	
DIMENSIONS (HxWxD)	75"x32"x48.4"
HEX	TBD
WEIGHT (EMPTY)	TBD

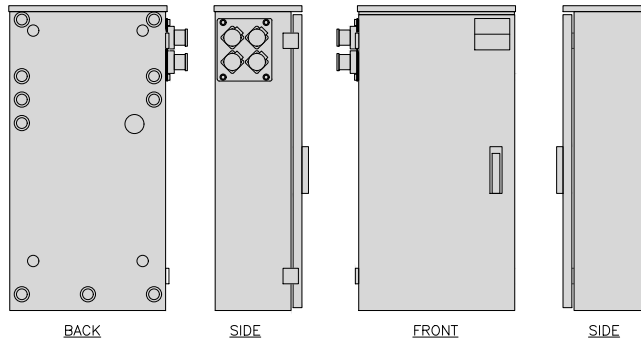
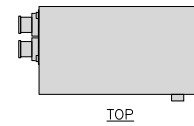


CABINET DETAIL

NO SCALE

1

RAYCAP PPC RDIAC-2465-P-240-MTS	
ENCLOSURE DIMENSIONS (HxWxD):	39"x22.855"x12.593
WEIGHT:	80 lbs
OPERATING AC VOLTAGE	240/120 1 PHASE 3W+G

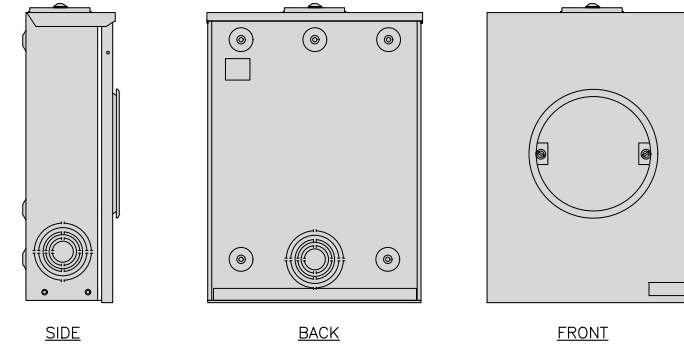
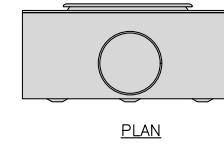


POWER PROTECTION CABINET (PPC) DETAIL

NO SCALE

2

EATON METER SOCKET UNRRS213BEUSE	
METER SOCKET TYPE	RING
ENCLOSURE DIM (HxWxD)	16"x12"x6"
MAIN AMPERE RATING	200A
WEIGHT	18 LBS

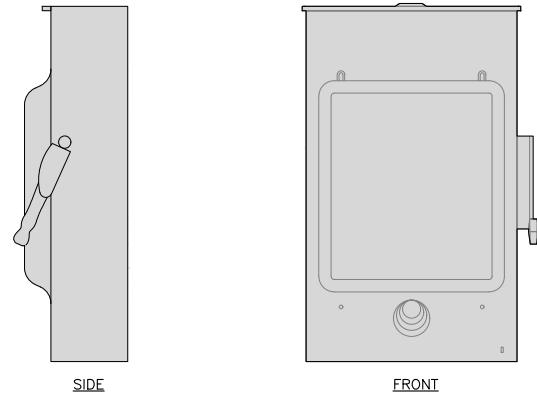
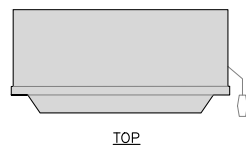


METER SOCKET DETAIL

NO SCALE

3

SQUARE D SAFETY SWITCHES D224NRB	
ENCLOSURE DIM (HxWxD)	29.25"x19.00"x8.50"
ENCLOSURE TYPE	NEMA 3R RAINPROOF
UL LISTED	FILE E-2875

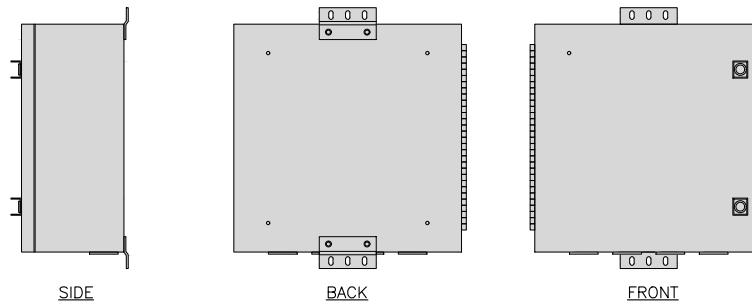
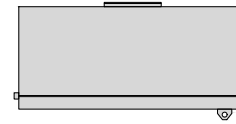


SAFETY SWITCH DETAIL

NO SCALE

4

CHARLES CFIT-PF2020DSH1 FIBER TELCO ENCLOSURE	
ENCLOSURE DIMS (HxWxD)	20"x20"x9"
ENCLOSURE WEIGHT	20 lbs
MOUNTING	WALL
COMPLIANCE	TYPE 4

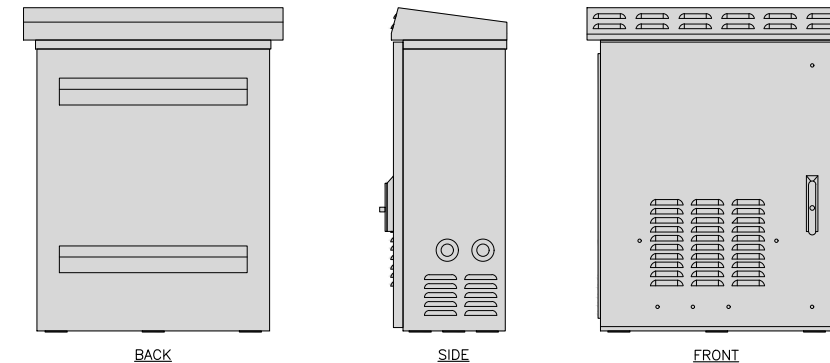
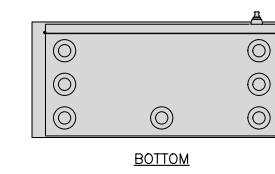


FIBER TELCO ENCLOSURE DETAIL

NO SCALE

5

GENERIC FIBER NID ENCLOSURE	
DIMENSIONS (HxWxD)	36.1"x29"x12.9"
WEIGHT	85 lbs

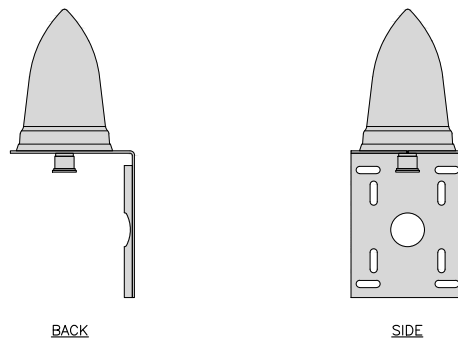
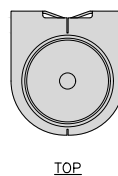


FIBER NID ENCLOSURE DETAIL

NO SCALE

6

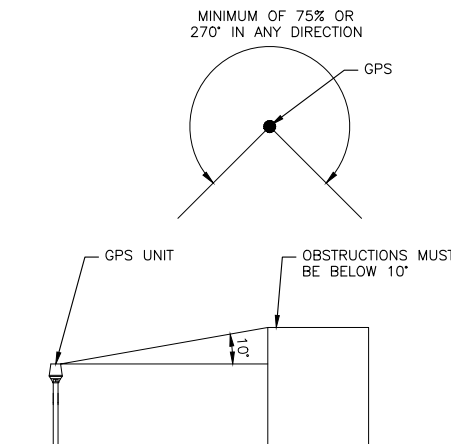
PCTEL GPSGL-TMG-SPI-40NCB	
DIMENSIONS (DIAxH) MM/INCH	81x184mm 3.2"x7.25"
WEIGHT W/ACCESSORIES	075 lbs
CONNECTOR	N-FEMALE
FREQUENCY RANGE	1590 ± 30MHz



GPS DETAIL

NO SCALE

7

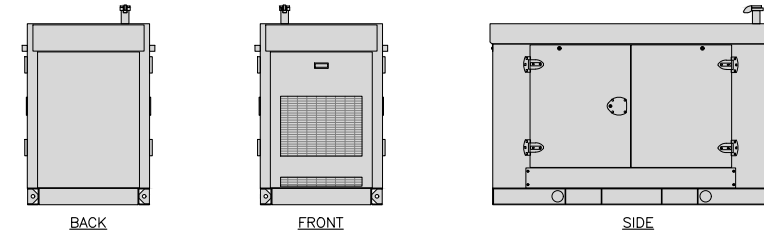
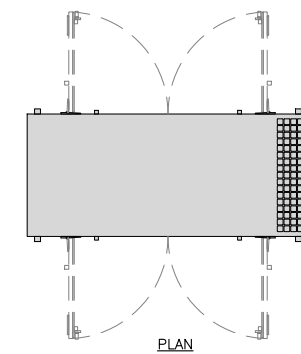


GPS MINIMUM SKY VIEW REQUIREMENTS

NO SCALE

8

KOHLER 20REOZK, 60Hz INDUSTRIAL DIESEL GENERATOR	
DIMENSIONS (HxWxD)	52.3"x34.7"x77.5
STAND BY RANGE (kW/kVA)	18-21/18-30
PRIME RANGE (kW/kVA)	16.5-21/16.5-26.3
FUEL TYPE	DIESEL
SPEED	1800 RPM
ALTERNATOR TYPE	BRUSHLESS, WOUND FIELD
WEIGHT	1130 lbs



GENERATOR DETAIL

NO SCALE

9

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

QUALTEK
WIRELESS

10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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DISH Wireless, L.L.C.
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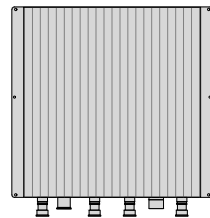
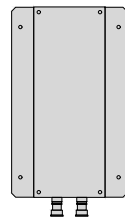
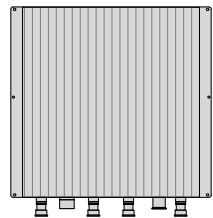
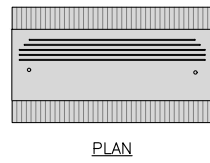
SDSAN00097B
32751 RANCHOS LADERA RD
BONSALL, CA 92003

SHEET TITLE
EQUIPMENT DETAIL

SHEET NUMBER

D-1

FUJITSU TRIPLE BAND TA08025-B605	
DIMENSIONS (HxWxD)	14.9"x15.7"x9"
WEIGHT	74.95 lbs
CONNECTOR TYPE	4.3-10 RF CONNECTOR
POWER SUPPLY	DC -58~-36V



BACK

SIDE

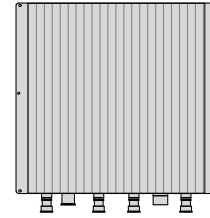
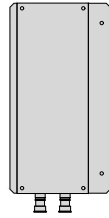
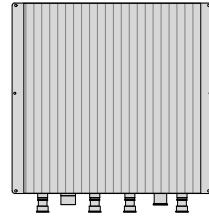
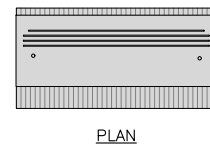
FRONT

RRH DETAIL

NO SCALE

1

FUJITSU DUAL BAND TA08025-B604	
DIMENSIONS (HxWxD)	14.9"x15.7"x7.8"
WEIGHT	63.9 lbs
CONNECTOR TYPE	4.3-10 RF CONNECTOR
POWER SUPPLY	DC -58~-36V



BACK

SIDE

FRONT

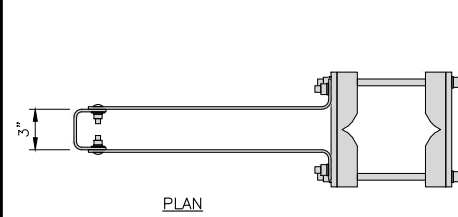
RRH DETAIL

NO SCALE

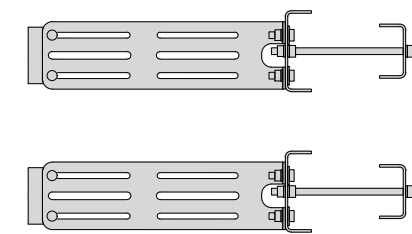
2

COMMSCOPE RR-FA2 SMALL STABILIZER	
DIMENSIONS (HxWxD)	16.4"x8.5"x18"
WEIGHT	39.2 lbs

DESIGN NOTES:
MOUNT WILL FIT LEGS UP TO:
- 5.6" ROUND
- 6.0" 60° ANGLE
- 4.5" 90° ANGLE



PLAN



SIDE

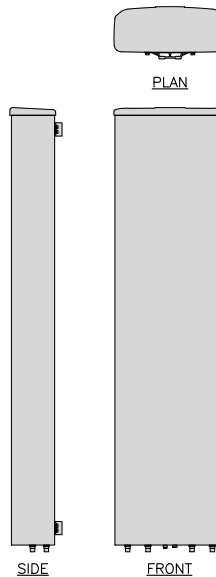
NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT

RRH MOUNT DETAIL

NO SCALE

3

KMW KE654L4H6-D	
DIMENSIONS (HxWxD)	72"x18.1"x7.1"
RF PORTS, CONNECTOR TYPE	8 x 4.3-10 FEMALE
WEIGHT	52.9 lbs
WEIGHT WITH BRACKETS	71.9 lbs



SIDE

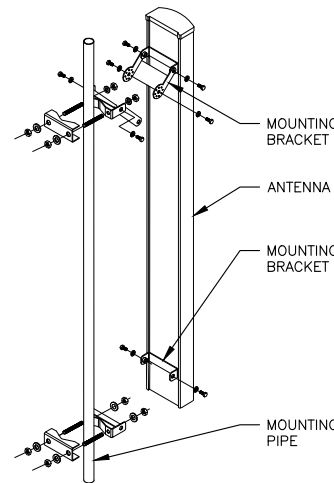
FRONT

ANTENNA DETAIL

NO SCALE

4

M04 MOUNTING BRACKET HPA-33R-BUU-H4-K	
WIDTH	5"
DEPTH	2"
HEIGHT	8"
TOTAL WEIGHT	1.5 lbs
HOUSING MATERIAL	ASA/ABS/ALUMINUM
RADOME COLOR	LIGHT GRAY
CONNECTOR	1x8-PIN DAISY CHAIN



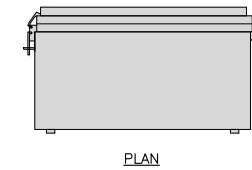
NOTE:
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APPROVED EQUIVALENT

ANTENNA MOUNTING DETAIL

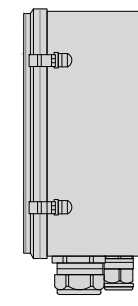
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5

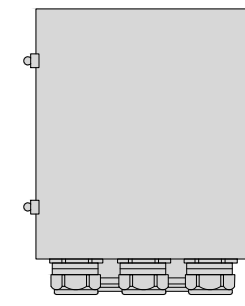
RAYCAP RDIDC-9181-PF-48 DC SURGE PROTECTION	
DIMENSIONS (HxWxD)	18.98"x14.39"x8.15"
WEIGHT	21.82 LBS



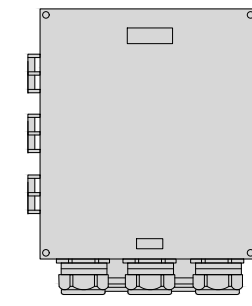
PLAN



SIDE



BACK



FRONT

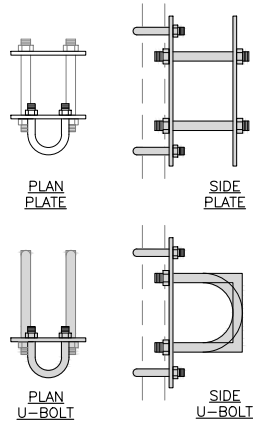
SURGE SUPPRESSION DETAIL

NO SCALE

6

COMMSCOPE XP-2040 CROSSOVER PLATE	
DIMENSIONS (HxW)	10"x12"
WEIGHT	11 lbs

NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT

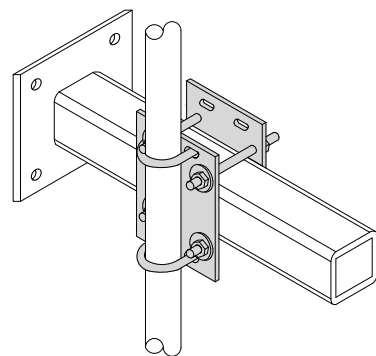


PLAN
PLATE

SIDE
PLATE

PLAN
U-BOLT

SIDE
U-BOLT



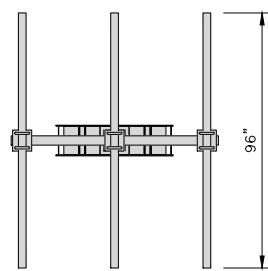
RRH/OVP MOUNT DETAIL

NO SCALE

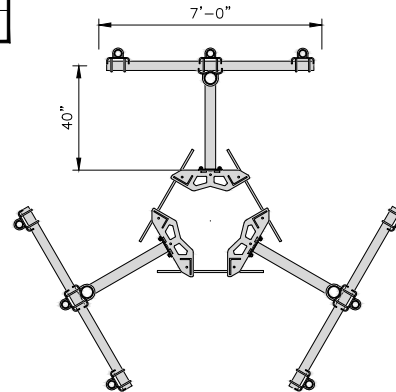
7

COMMSCOPE MC-K6MHDX-9-96	
FACE WIDTH	7'-0"
WEIGHT	1203.31 lbs
NOTE: 15" TO 50" O.D.	

NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT



96"



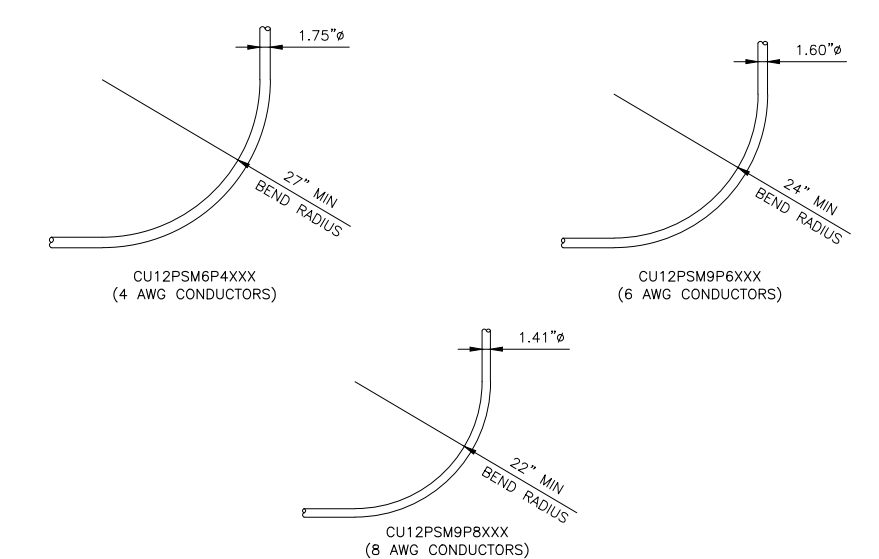
7'-0"

40"

T-ARM MOUNT DETAIL

NO SCALE

8



CABLES UNLIMITED HYBRID CABLE
MINIMUM BEND RADIUS

NO SCALE

9



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LITTLETON, CO 80120



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32751 RANCHOS LADERA RD
BONSALL, CA 92003

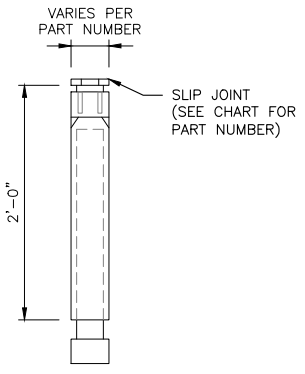
SHEET TITLE
EQUIPMENT DETAIL

SHEET NUMBER

D-2

CARLON EXPANSION FITTINGS

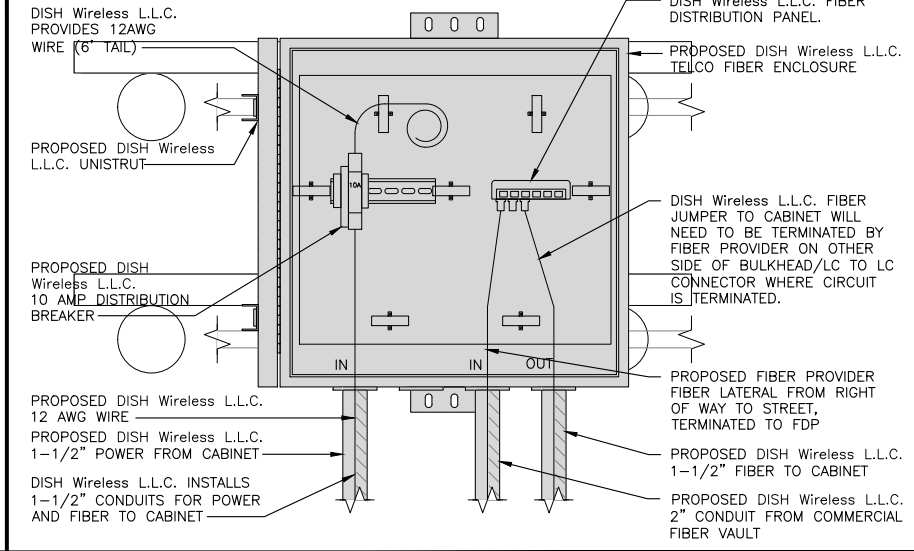
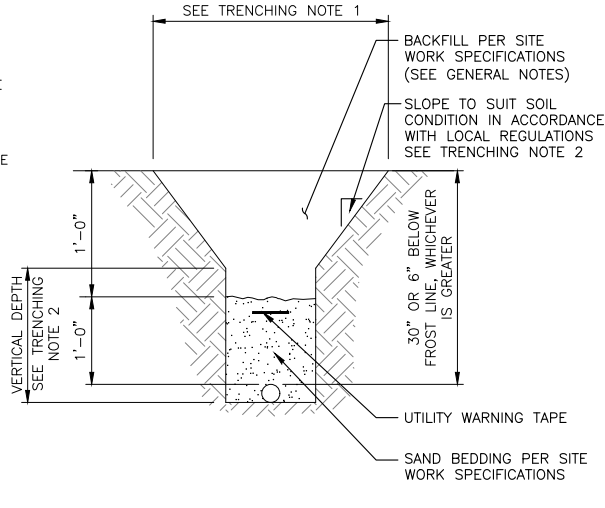
COUPLING END PART#	MALE TERMINAL ADAPTER END PART#	SIZE	STD CTN QTY.	TRAVEL LENGTH
E945D	E945DX	1/2"	20	4"
E945E	E945EX	3/4"	15	4"
E945F	E945FX	1"	10	4"
E945G	E945GX	1 1/4"	5	4"
E945H	E945HX	1 1/2"	5	4"
E945J	E945JX	2"	15	8"
E945K	E945KX	2 1/2"	10	8"
E945L	E945LX	3"	10	8"
E945M	E945MX	3 1/2"	5	8"
E945N	E945NX	4"	5	8"
E945P	E945PX	5"	1	8"
E945R	E945RX	6"	1	8"



NOTE: CONTRACTOR TO INSTALL EXPANSION FITTING SLIP JOINT AT METER CENTER CONDUIT TERMINATION, AS PER LOCAL UTILITY POLICY, ORDINANCE AND/OR SPECIFIED REQUIREMENT.

TRENCHING NOTES

- CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING SAFETY; INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
- ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS THE MOST STRINGENT.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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DRAWN BY: JC CHECKED BY: MO APPROVED BY: GC

RFDS_REV_#0_ISSUE: 02/15/2022

ZONING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	02/08/22	90% ZONING DRAWINGS
1	02/22/22	100% ZONING DRAWINGS
2	02/23/22	REVISED 100% ZONING DRAWINGS

A&E PROJECT NUMBER
SITE ID_4581

DISH Wireless, L.L.C.
PROJECT INFORMATION
SDSAN00097B
32751 RANCHOS LADERA RD
BONSALL, CA 92003

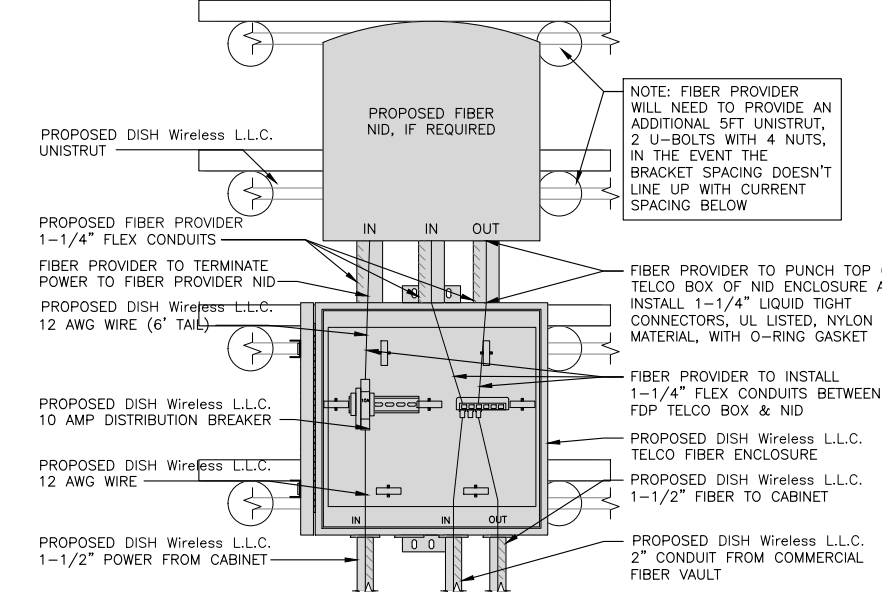
SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-1

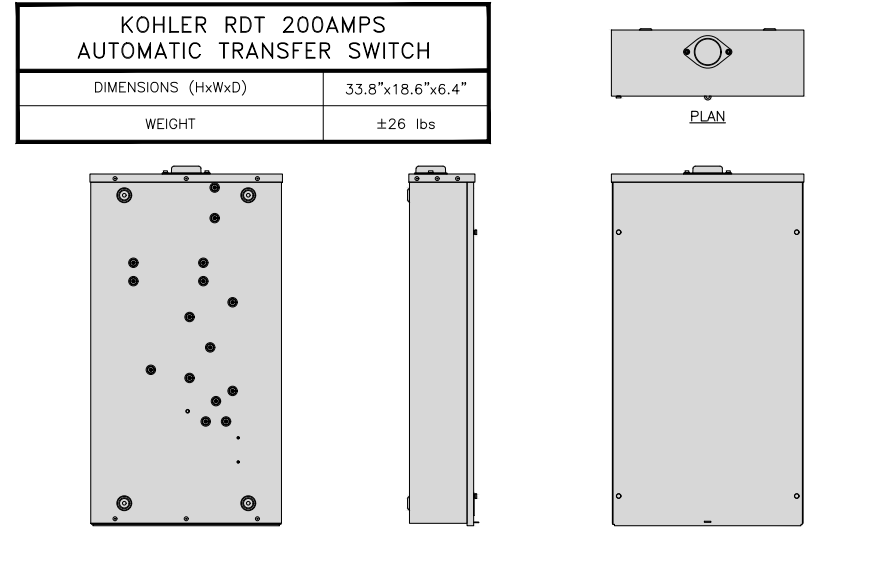
EXPANSION JOINT DETAIL NO SCALE 1

TYPICAL UNDERGROUND TRENCH DETAIL NO SCALE 2

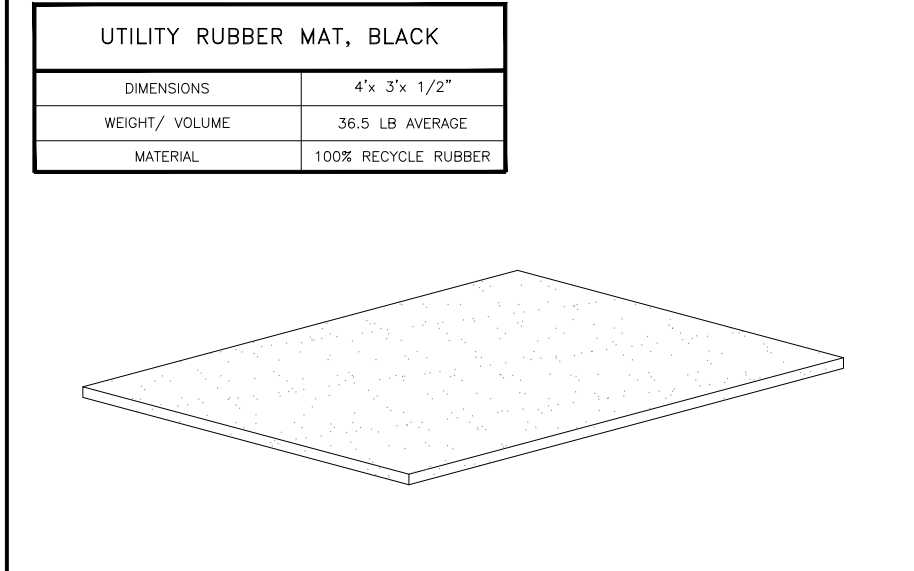
DARK TELCO BOX – INTERIOR WIRING LAYOUT NO SCALE 3



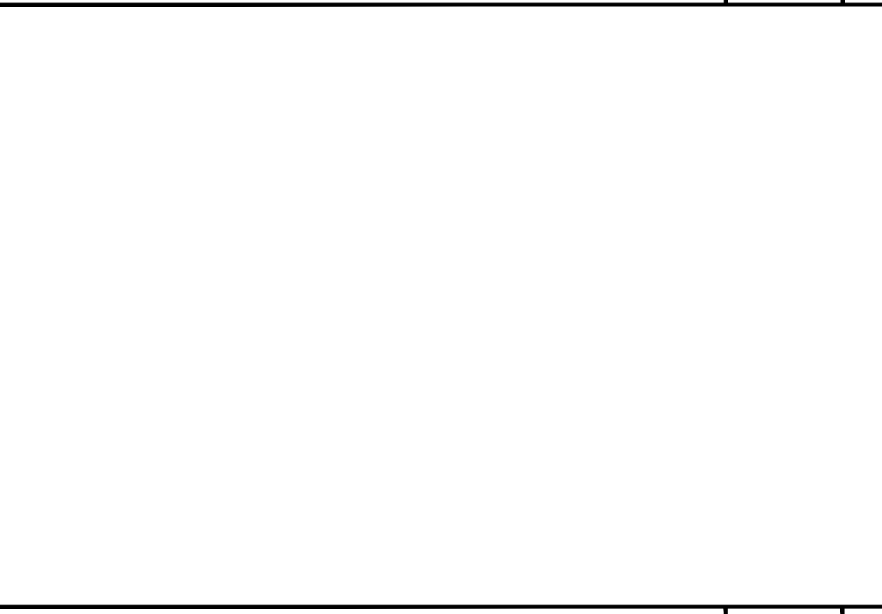
LIT TELCO BOX – INTERIOR WIRING LAYOUT (OPTIONAL) NO SCALE 4



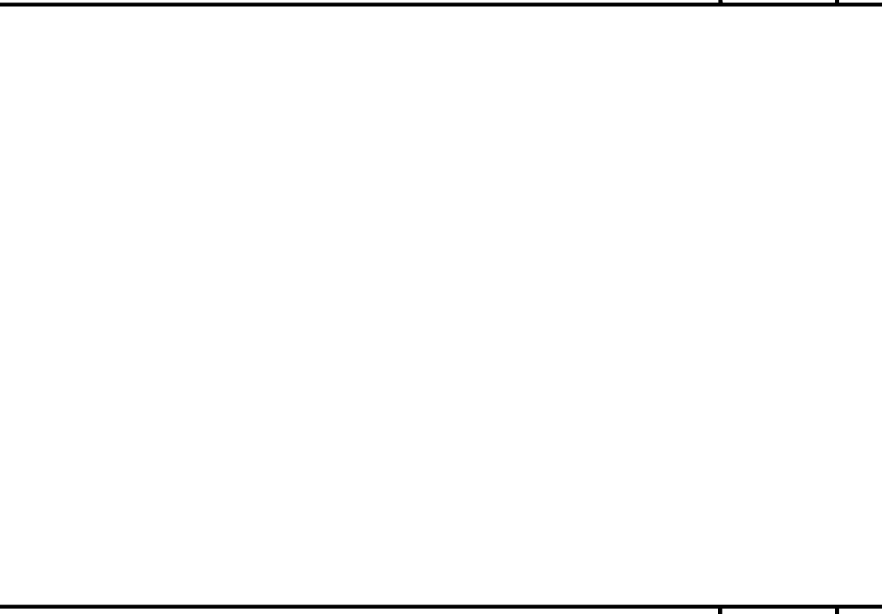
AUTOMATIC TRANSFER SWITCH DETAIL NO SCALE 5



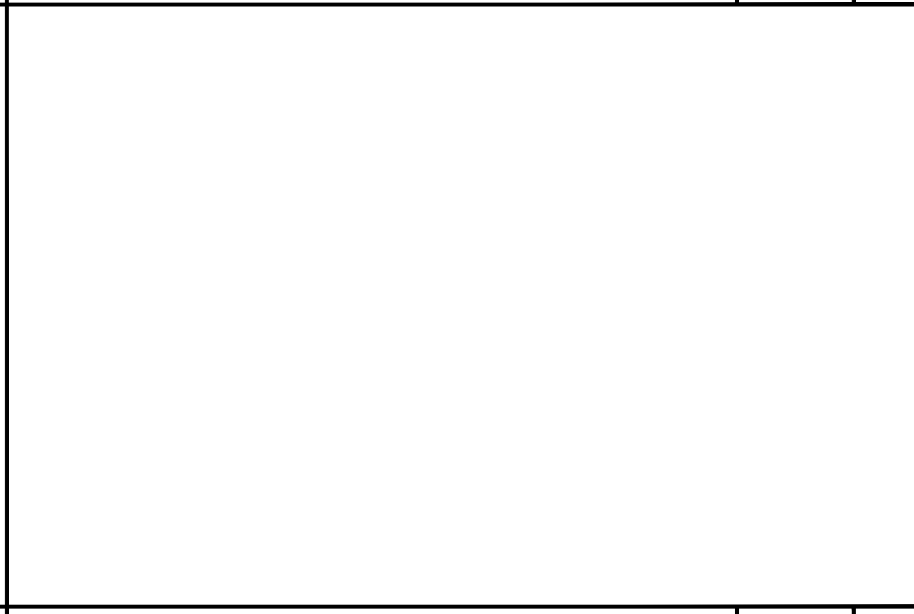
UTILITY RUBBER MAT DETAIL NO SCALE 6



NOT USED NO SCALE 7



NOT USED NO SCALE 8



NOT USED NO SCALE 9



Dish Wireless, L.L.C. SITE ID:

SDSAN00162A

Dish Wireless, L.L.C. SITE ADDRESS:

**AVOHILL DR.
VISTA, CA 92084**

SCOPE OF WORK	
THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:	
SECTOR SCOPE OF WORK:	
<ul style="list-style-type: none"> • INSTALL (1) PROPOSED 52'-0" MONO-PINE TREE • INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR) • INSTALL (6) PROPOSED RRH (2 PER SECTOR) • INSTALL (1) PROPOSED OVP • INSTALL (3) PROPOSED BACK-TO-BACK MOUNT (1 PER SECTOR) • INSTALL (1) PROPOSED HYBRID CABLE • INSTALL (18) PROPOSED JUMPERS 	
EQUIPMENT SCOPE OF WORK:	
<ul style="list-style-type: none"> • PROPOSED 11'-0"x19'-0" EQUIPMENT LEASE AREA • INSTALL (1) PROPOSED 11'-0"x19'-0" EQUIPMENT ENCLOSURE • INSTALL (1) PROPOSED 3'-0"x6'-0" CONCRETE PAD FOR CABINET • INSTALL (1) PROPOSED 25kva GENERATOR • INSTALL (1) PROPOSED 4'-0"x7'-0" CONCRETE PAD FOR GENERATOR • INSTALL (1) PROPOSED EQUIPMENT CABINET • INSTALL (1) PROPOSED CABINET PLINTH • INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX • INSTALL (1) PROPOSED DISCONNECT SWITCH • INSTALL (1) PROPOSED POWER PANEL CABINET • INSTALL (1) PROPOSED ELECTRICAL METER PEDESTAL • INSTALL (1) PROPOSED GPS UNIT • INSTALL (1) POWER CONDUIT • INSTALL (1) TELCO CONDUIT 	

SITE INFORMATION	PROJECT DIRECTORY
PROPERTY OWNER: RAINBOW MUNICIPAL WATER	APPLICANT: Dish Wireless, L.L.C. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
ADDRESS: 3707 OLD HWY 395 FALLBROOK, CA 92028	SITE DESIGNER: GENARO CRUZ 1875 CORONADO AVE SIGNAL HILL, CA 90755 PHONE: 714-443-8407
SITE CONTACT: ROBERT GUTIERREZ (760) 468-0217 RGUTIERREZ@RAINBOWMWD.COM	SITE ACQUISITION: QUALTEK JENNA ACEVEDO (949) 414-1334
COUNTY: SAN DIEGO	CONSTRUCTION MANAGER: DISH Wireless, L.L.C. ZACHARY MANN (858) 220-0233
LATITUDE (NAD 83): 33°15'30.4894" (33.258469°)	RF ENGINEER: DISH Wireless, L.L.C. ATTA TAHMAS (769) 675-4710
LONGITUDE (NAD 83): -117°09'56.1190"W (-117.165589)	UTILITY COORDINATOR: QUALTEK GARY KRAUS (949) 929-1467
ZONING JURISDICTION: SAN DIEGO, COUNTY OF CA	LAND USE PLANNER: QUALTEK KORINA ARVIZU (949) 616-0948 EMAIL: karvizu@qualtekwireless.com
ZONING DISTRICT: TRANSPORTATION, COMMUNICATION, UTILITIES	
PARCEL NUMBER: 127-151-23-00	
OCCUPANCY GROUP: U	
CONSTRUCTION TYPE: TBD	
POWER COMPANY: SDG&E	
TELEPHONE COMPANY: TBD	



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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DRAWN BY:	CHECKED BY:	APPROVED BY:
MO	MO	GC

RFDS_REV_#1_ISSUE: 10/26/2021

ZONING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	01/17/22	90% ZONING DRAWINGS
1	02/08/22	100% ZONING DRAWINGS
2	02/22/22	100% ZONING DRAWINGS REVISIONS

A&E PROJECT NUMBER
SITE ID_4580

Dish Wireless, L.L.C.
PROJECT INFORMATION

SDSAN00162A
AVOHILL DR.
VISTA, CA 92084

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF CALIFORNIA
(800) 642-2444
WWW.CALIFORNIA811.ORG
CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

GENERAL NOTES

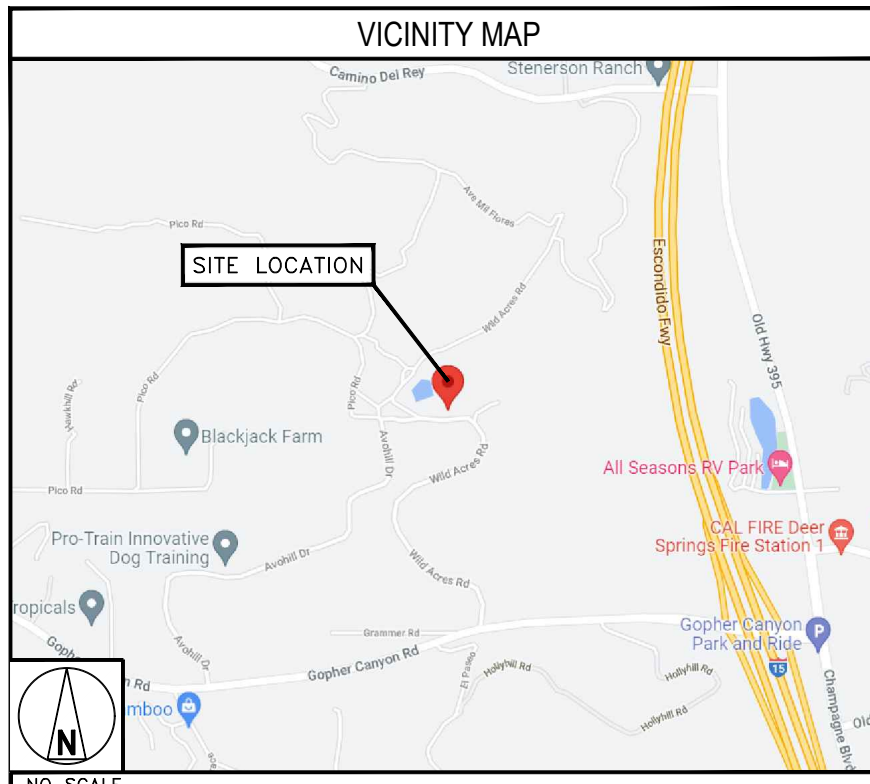
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

DIRECTIONS

DIRECTIONS FROM SAN DIEGO INTERNATIONAL AIRPORT:
HEAD EAST ON N HARBOR DR TOWARD McCAIN RD, USE THE LEFT 3 LANES TO TURN LEFT ONTO W GRAPE ST, USE THE RIGHT 2 LANES TO TAKE THE RAMP ONTO I-5 S. MERGE ONTO I-5 S, TAKE EXIT 16 TO MERGE ONTO CA-163 N TOWARD ESCONDIDO, MERGE ONTO I-15 N, TAKE EXIT 41 FOR GOPHER CANYON RD TOWARD OLD CASTLE RD. TURN LEFT ONTO GOPHER CANYON RD, TURN RIGHT ONTO WILD ACRES RD, DESTINATION WILL BE ON THE RIGHT.



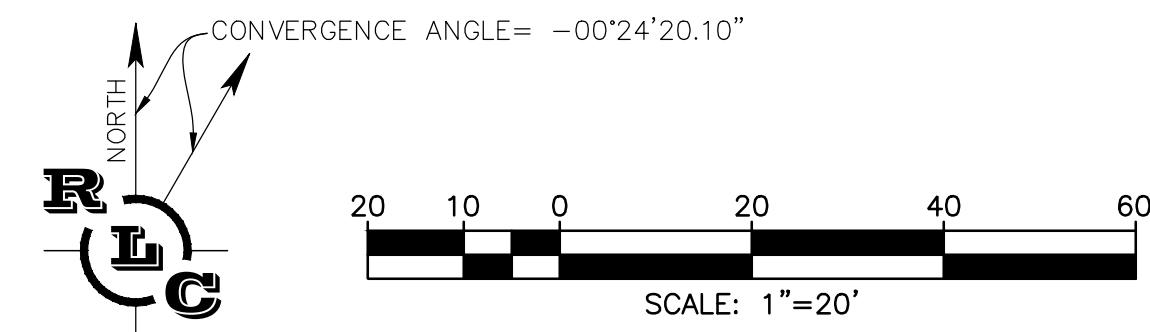
CALIFORNIA - CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	INTERNATIONAL BUILDING CODE 2018 (IBC 2018)
MECHANICAL	CALIFORNIA MECHANICAL CODE 2019
ELECTRICAL	CALIFORNIA ELECTRICAL CODE 2019
FIRE CODE	INTERNATIONAL FIRE CODE 2018 (IFC 2018)

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
A-1	OVERALL SITE PLAN AND ENLARGED SITE PLAN
A-2	ANTENNA PLAN AND ANTENNA SCHEDULE
A-3	PROPOSED ELEVATIONS
A-4	PROPOSED ELEVATIONS
A-5	EQUIPMENT PLAN
D-1	EQUIPMENT DETAILS
D-2	EQUIPMENT DETAILS
E-1	ELECTRICAL DETAILS



BASIS OF COORDINATES

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 6, (2017.50) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID COORDINATES ARE BASED LOCALLY ON FIELD OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS:

STATION	NORTHING	EASTING	ELEVATION
JAS1	1,881,818.033	6,334,936.128	432.94 FEET (NAVD88)
P472	1,904,390.647	6,299,296.909	566.74 FEET (NAVD88)

MAPPING ANGLE AND GRID FACTOR	MAPPING ANGLE	COMBINATION FACTOR
JAS1	-00°24'20.10"	0.999977460

DISTANCES, IF ANY, SHOWN HEREON ARE GROUND DISTANCES. TO APPROXIMATE CCS83 GRID DISTANCES MULTIPLY THE DISTANCES BY THE COMBINATION FACTOR PROVIDED ABOVE.

BENCH MARK

THE ELEVATIONS USED FOR THIS SURVEY ARE NAVD88 BASED LOCALLY ON CALIFORNIA SPATIAL REFERENCE STATION JAS1. 432.94 FEET (NAVD88)

TITLE REPORT

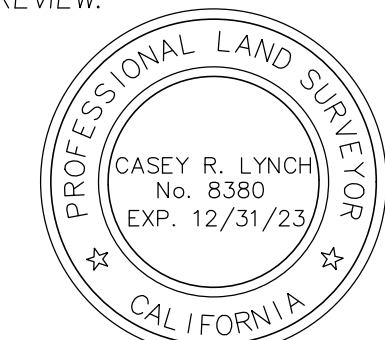
A TITLE REPORT WAS NOT PROVIDED TO THE UNDERSIGNED FOR REVIEW.

DATE OF SURVEY

THE SURVEY DATA DEPICTED HEREON WAS OBTAINED ON: JANUARY 10, 2022.

SURVEYORS CERTIFICATE

THIS SURVEY WAS PREPARED BY ME, OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY.



CASEY R. LYNCH, P.L.S.
LICENSE NO. L.S. 8380

DATE: 01/25/2022

LEGEND

- UTILITIES**
- COMMUNICATION LINE COM
 - COMMUNICATION MARKOUT COM(MO)
 - FIBER OPTICS FO
 - FIBER OPTICS MARK OUT FO(MO)

- ELECTRIC CABINET EC
- ELECTRIC MARKOUT E(MO)
- ELECTRIC METER EM
- ELECTRIC RISER ER
- ELECTRIC TRANSFORMER ET
- ELECTRIC PULL BOX EPB
- GUY POLE/WIRE GUY
- LIGHT POLE LP
- OVER-HEAD ELEC./TELE./COMM. OH/ETC
- STREET LIGHT SL
- TRAFFIC SIGNAL TS
- TRAFFIC SIGNAL BOX TSB
- UTILITY POLE UP

- GAS MARKOUT G(MO)
- GAS METER GM
- GAS RISER GR
- GAS VALVE GV

- TELECOMM PEDESTAL TP
- TELECOMM PULL BOX TPB
- TELEPHONE LINE T
- TELEPHONE MARKOUT T(MO)
- TELEPHONE RISER TR

- SEWER CLEAN OUT SCO
- SEWER MARKOUT S(MO)
- SEWER RISER SR

- CATCH BASIN CB
- DROP INLET DI
- RAIN DRAIN RD
- STORM DRAIN SD
- STORM DRAIN CLEAN-OUT SDCO
- STORM DRAIN CURB INLET SDCI
- STORM DRAIN MARKOUT SD(MO)
- STORM DRAIN TRENCH DRAIN SDTD

- BACKFLOW PREVENTER BFP
- BLOWOFF VALVE BOV
- FIRE HYDRANT FH
- FIRE SERVICE FS
- IRRIGATION CONTROL BOX ICB
- IRRIGATION CONTROL VALVE ICV
- POST INDICATOR VALVE PIV
- WATER MARKOUT W(MO)
- WATER METER WM
- WATER RISER WR
- WATER SERVICE WS
- WATER VALVE WV

- ELECTRIC MANHOLE EMH
- GAS MANHOLE GMH
- SEWER MANHOLE SMH
- STORM DRAIN MANHOLE SDMH
- TELECOMM MANHOLE TMH
- WATER MANHOLE WMH

- HAND HOLE HH
- UNKNOWN MANHOLE UMH
- UNKNOWN MARKOUT UNK
- UNKNOWN UTILITY UNK
- UNKNOWN VALVE UV

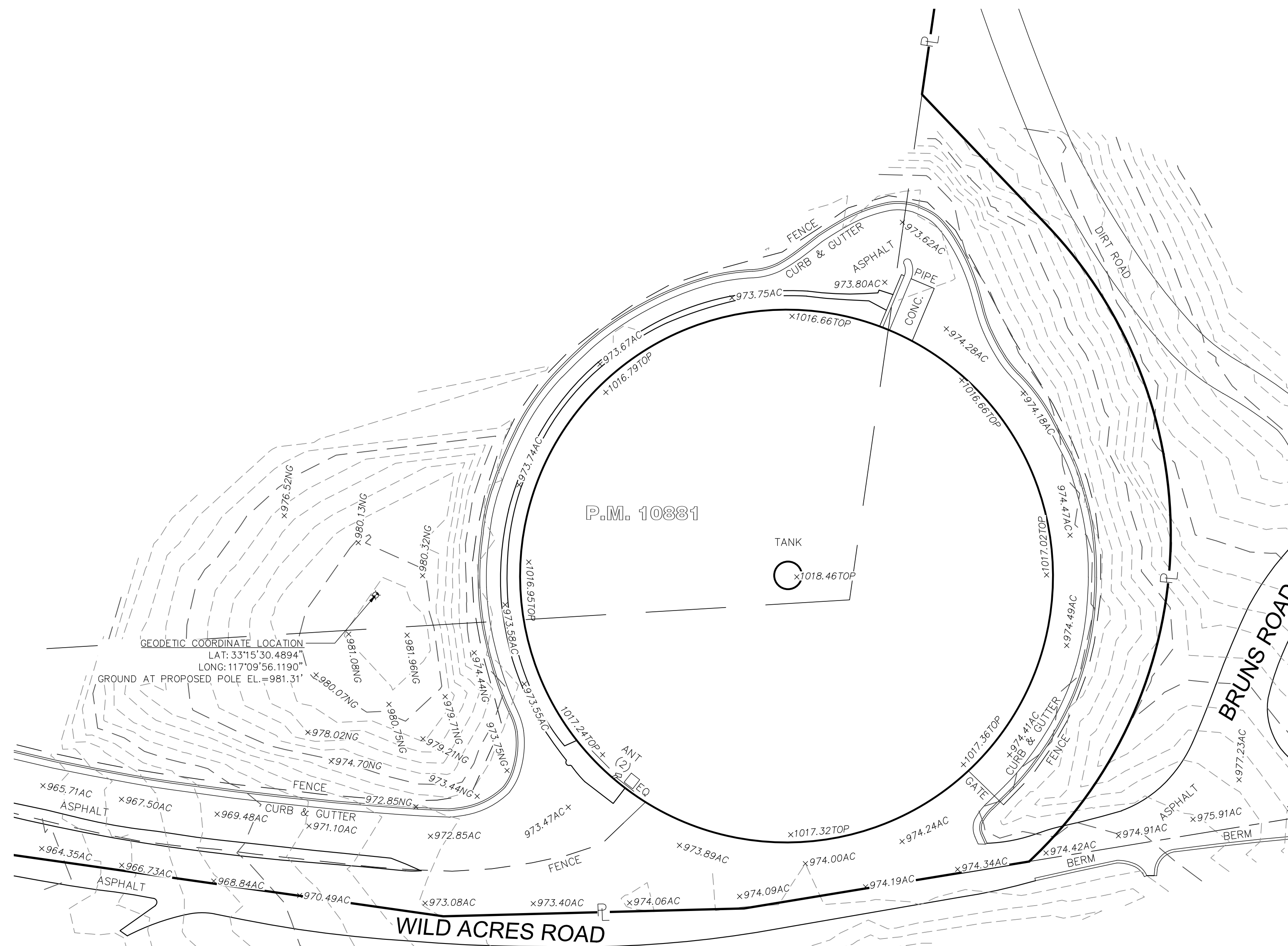
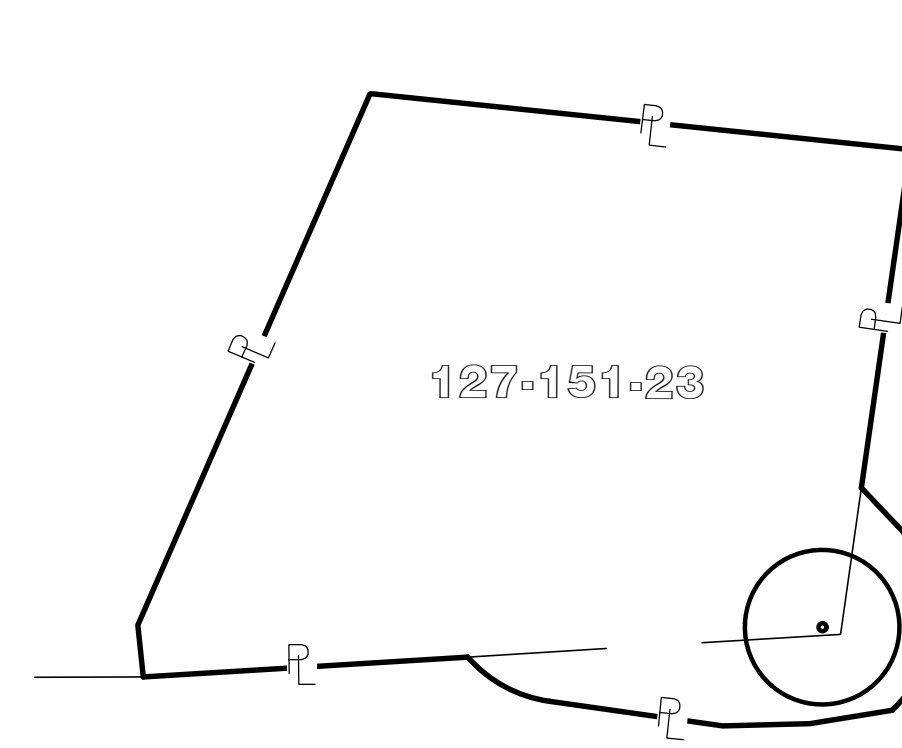
- ELECTRIC VAULT EV
- GAS VAULT GVT
- SEWER VAULT SV
- TELECOMM VAULT TV
- UNKNOWN VAULT UVV
- WATER VAULT WVT

- LANDSCAPING**
- DECIDUOUS TREE [Symbol]
 - PALM TREE [Symbol]

- PROPERTY DATA**
- PROPERTY LINE [Symbol]
 - RIGHT-OF-WAY [Symbol]
 - CENTER LINE [Symbol]
 - LOT LINE [Symbol]
 - OFFSET LINE [Symbol]

- IMPROVEMENTS**
- CHAIN LINK FENCE [Symbol]
 - IRON FENCE [Symbol]
 - WOOD FENCE [Symbol]
 - WALL [Symbol]
 - CURB & GUTTER [Symbol]
 - BUILDING FOOTPRINT [Symbol]

- ABBREVIATIONS**
- AIR CONDITIONING UNIT ACU
 - ANTENNA ANT
 - ASPHALT CONCRETE AC
 - BACK OF ROLLING CURB BRC
 - BIKE RACK BR
 - BOLLARD BOL
 - CABLE TRAY CTY
 - CHAINLINK FENCE FNC
 - CONCRETE CND
 - CONDUIT CONC
 - CURB INLET CI
 - DRIVEWAY DWY
 - EDGE OF PAVEMENT EP
 - EDGE OF TRAVEL WAY ETW
 - EQUIPMENT EQ
 - ELEVATION EL
 - ENCLOSURE ENCL
 - FLOWLINE FL
 - HANDICAP RAMP HCR
 - LATITUDE FNI
 - LONGITUDE LAT
 - MAILBOX MB
 - MONUMENT MON.
 - MOWCURB MOWC
 - NATURAL GROUND NG
 - NEWSSTAND NS
 - PARKING METER PM
 - PARKING SPACE PS
 - PEDESTRIAN CALL BUTTON PCB
 - PLANTER PLNTR
 - RIGHT OF WAY R.O.W.
 - ROOF RF
 - TELECOMM CABINET TELC
 - TOP OF BERM TB
 - TOP OF CURB TC
 - TOP OF WALL TW
 - TREE WELL TRW
 - UNDERGROUND U/G
 - UNKNOWN CLEANOUT UCO
 - UNKNOWN RISER UR
 - WALKWAY WKWY
 - WEEP HOLE WH
 - WOOD FENCE FNW



LAND SURVEY



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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DRAWN BY: CHECKED BY: APPROVED BY:

RFDS REV #:

ZONING DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	--/--/--21	-----

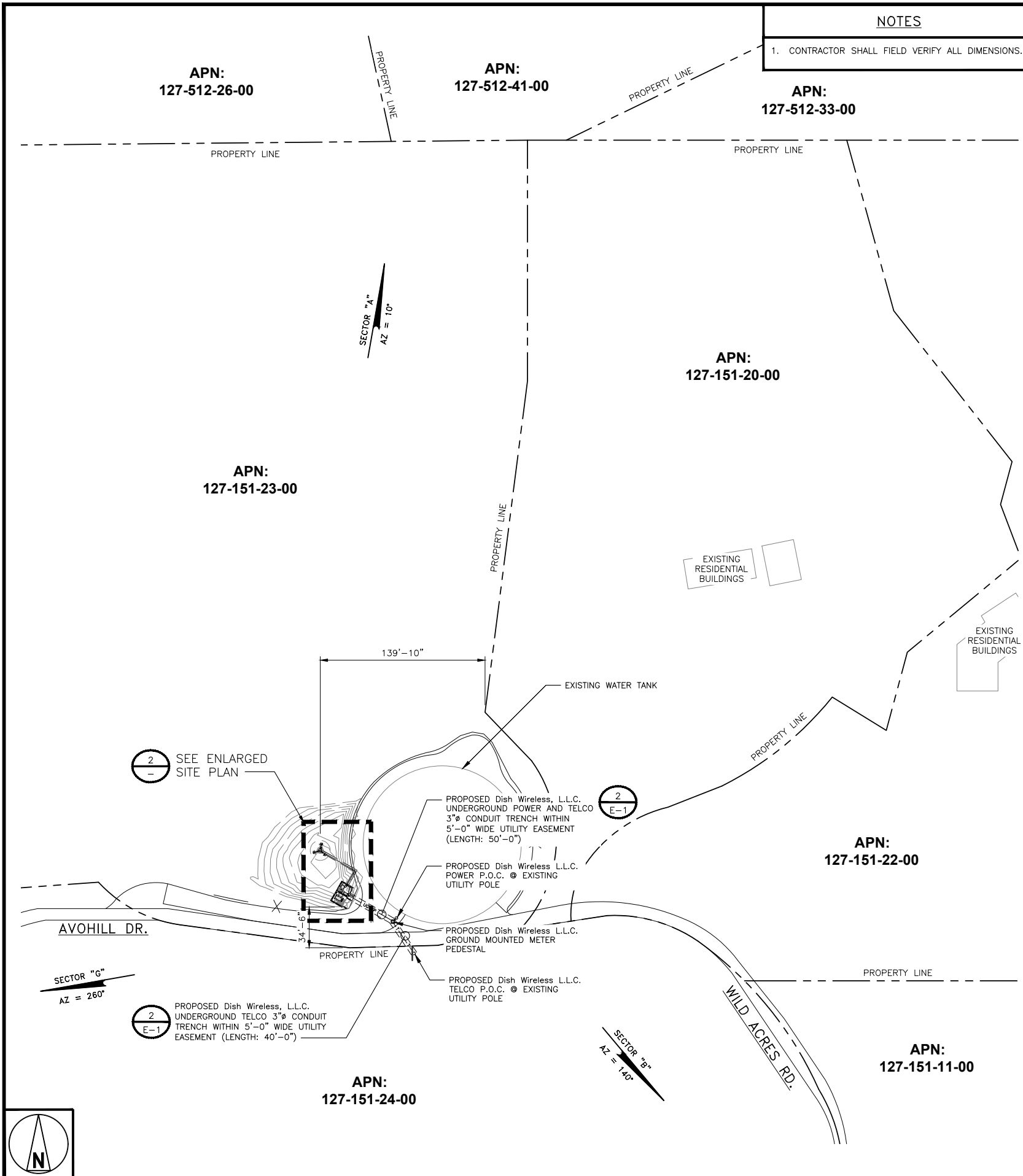
A&E PROJECT NUMBER
SDSAN00162A

DISH Wireless L.L.C.
PROJECT INFORMATION

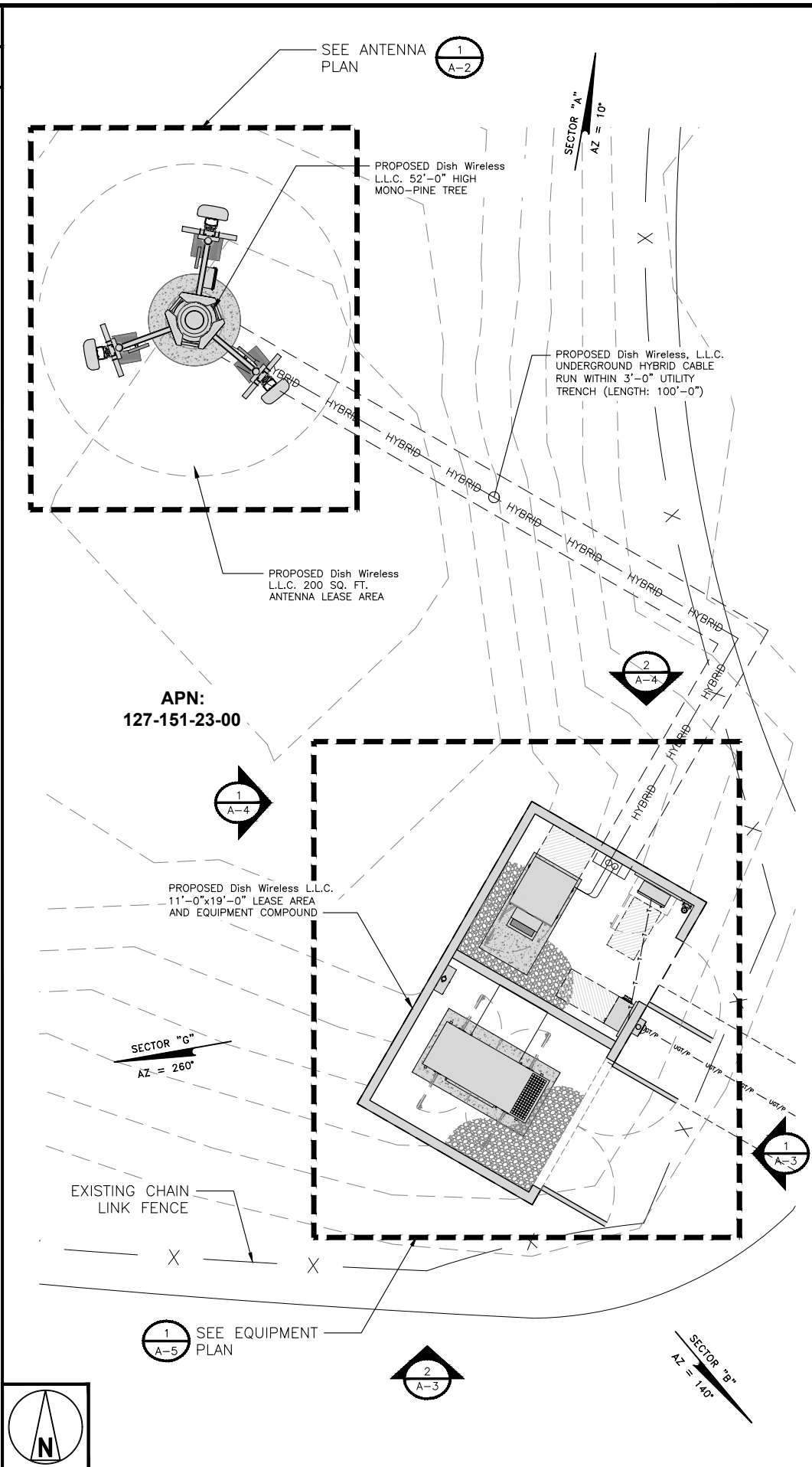
AVOHILL DR.,
VISTA, CA 92084

SHEET TITLE
TOPOGRAPHIC SURVEY

SHEET NUMBER
LS-1



NOTES
 1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.



dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

QUALTEK

APN:
10 PAS1 241-090-20-00
IRVINE, CA 92610-3915

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 CHECKED BY: MO
 APPROVED BY: GC

RFDS_REV_#1_ISSUE: 10/26/2021

ZONING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	01/17/22	90% ZONING DRAWINGS
1	02/08/22	100% ZONING DRAWINGS
2	02/22/22	100% ZONING DRAWINGS REVISIONS

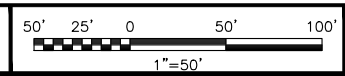
A&E PROJECT NUMBER
 SITE ID_4580

Dish Wireless, L.L.C.
 PROJECT INFORMATION
 SDSAN00162A
 AVOHILL DR.
 VISTA, CA 92084

SHEET TITLE
 OVERALL SITE PLAN
 ENLARGED SITE PLAN

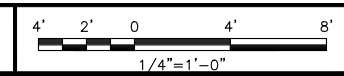
SHEET NUMBER
A-1

OVERALL SITE PLAN



1

ENLARGED SITE PLAN



2

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. PROPOSED ANTENNAS, BRACKETS AND EQUIPMENT HARDWARE TO BE PAINTED TO MATCH NEEDLES IN COLOR.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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A&E PROJECT NUMBER
SITE ID_4580

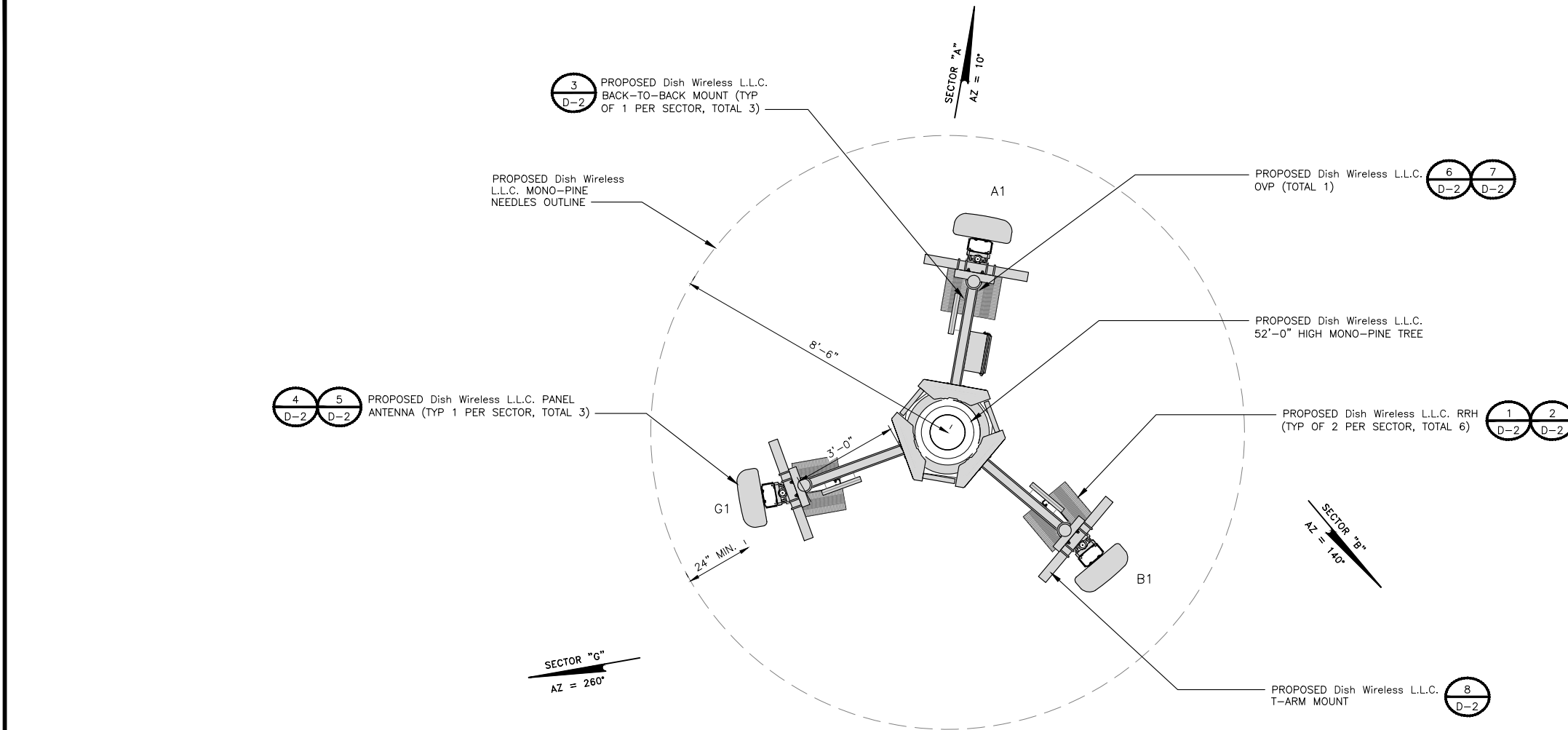
Dish Wireless, L.L.C.
PROJECT INFORMATION

SDSAN00162A
AVOHILL DR.
VISTA, CA 92084

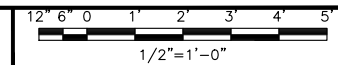
SHEET TITLE
ANTENNA PLAN
ANTENNA SCHEDULE

SHEET NUMBER

A-2



ANTENNA PLAN



1

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxWxD)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	KMW KE654L4H6-D	5G	72.0"x18.1"x7.1"	10°	45'-0"	(1) HIGH-CAPACITY HYBRID CABLE (100'-0" LONG)
BETA	B1	PROPOSED	KMW KE654L4H6-D	5G	72.0"x18.1"x7.1"	140°	45'-0"	
GAMMA	G1	PROPOSED	KMW KE654L4H6-D	5G	72.0"x18.1"x7.1"	260°	45'-0"	

SECTOR	POSITION	RRH					NOTES
		MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxWxD)	WEIGHT		
ALPHA	A1	FUJITSU - TA08025-B605	5G	15.75"x14.96"x9.06"	74.95 LBS.	1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS. 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.	
	A2	FUJITSU - TA08025-B604	5G	15.75"x14.96"x7.87"	63.93 LBS.		
BETA	B1	FUJITSU - TA08025-B605	5G	15.75"x14.96"x9.06"	74.95 LBS.		
	B2	FUJITSU - TA08025-B604	5G	15.75"x14.96"x7.87"	63.93 LBS.		
GAMMA	G1	FUJITSU - TA08025-B605	5G	15.75"x14.96"x9.06"	74.95 LBS.		
	G1	FUJITSU - TA08025-B604	5G	15.75"x14.96"x7.87"	63.93 LBS.		

ANTENNA SCHEDULE

2

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. PROPOSED ANTENNAS, BRACKETS AND EQUIPMENT HARDWARD TO BE PAINTED TO MATCH NEEDLES IN COLOR.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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DRAWN BY: MO CHECKED BY: MO APPROVED BY: GC

RFDS_REV_#1_ISSUE: 10/26/2021

ZONING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	01/17/22	90% ZONING DRAWINGS
1	02/08/22	100% ZONING DRAWINGS
2	02/22/22	100% ZONING DRAWINGS REVISIONS

A&E PROJECT NUMBER
SITE ID_4580

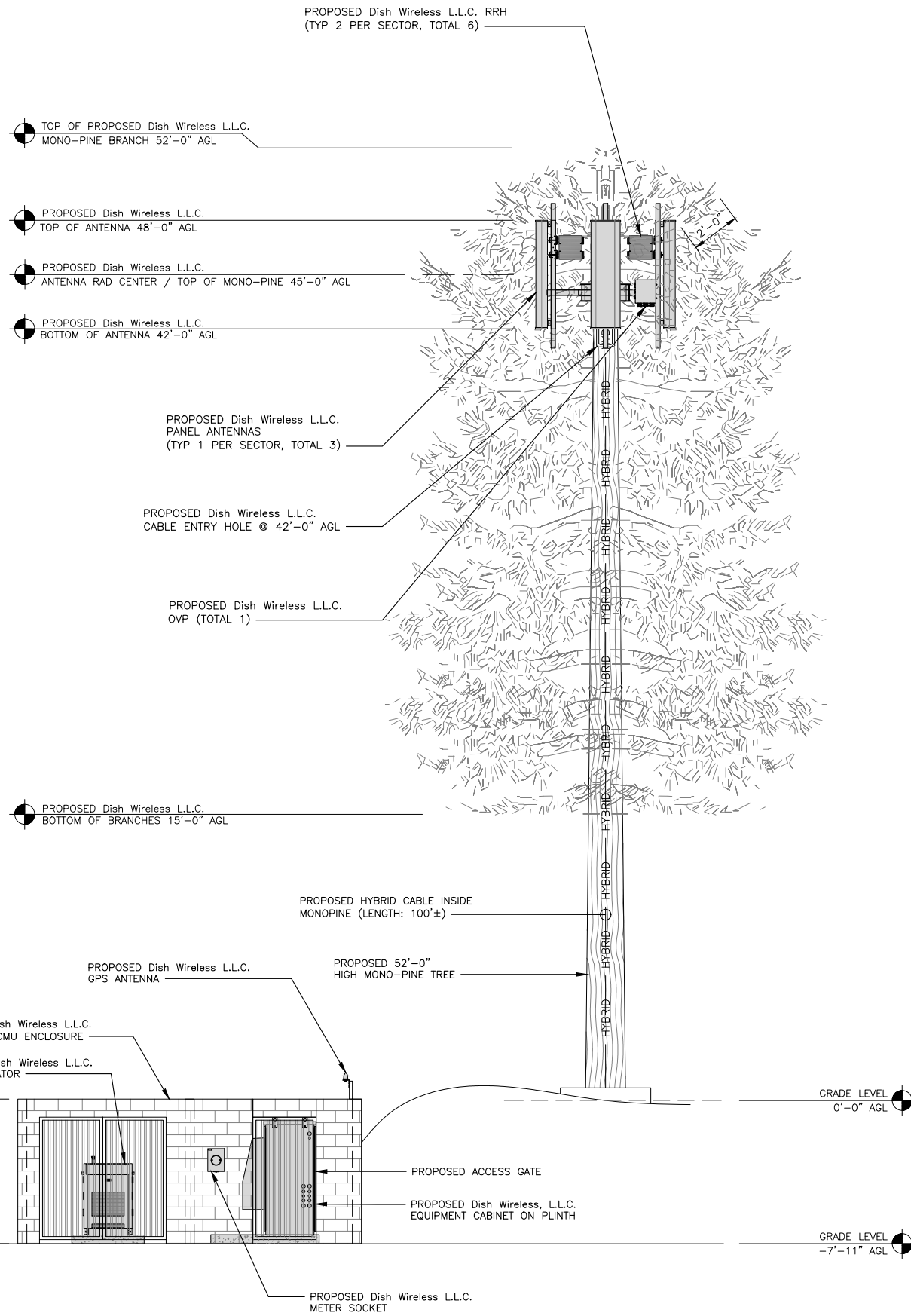
Dish Wireless, L.L.C.
PROJECT INFORMATION

SDSAN00162A
AVOHILL DR.
VISTA, CA 92084

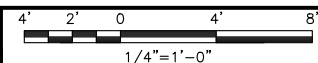
SHEET TITLE
PROPOSED ELEVATIONS

SHEET NUMBER

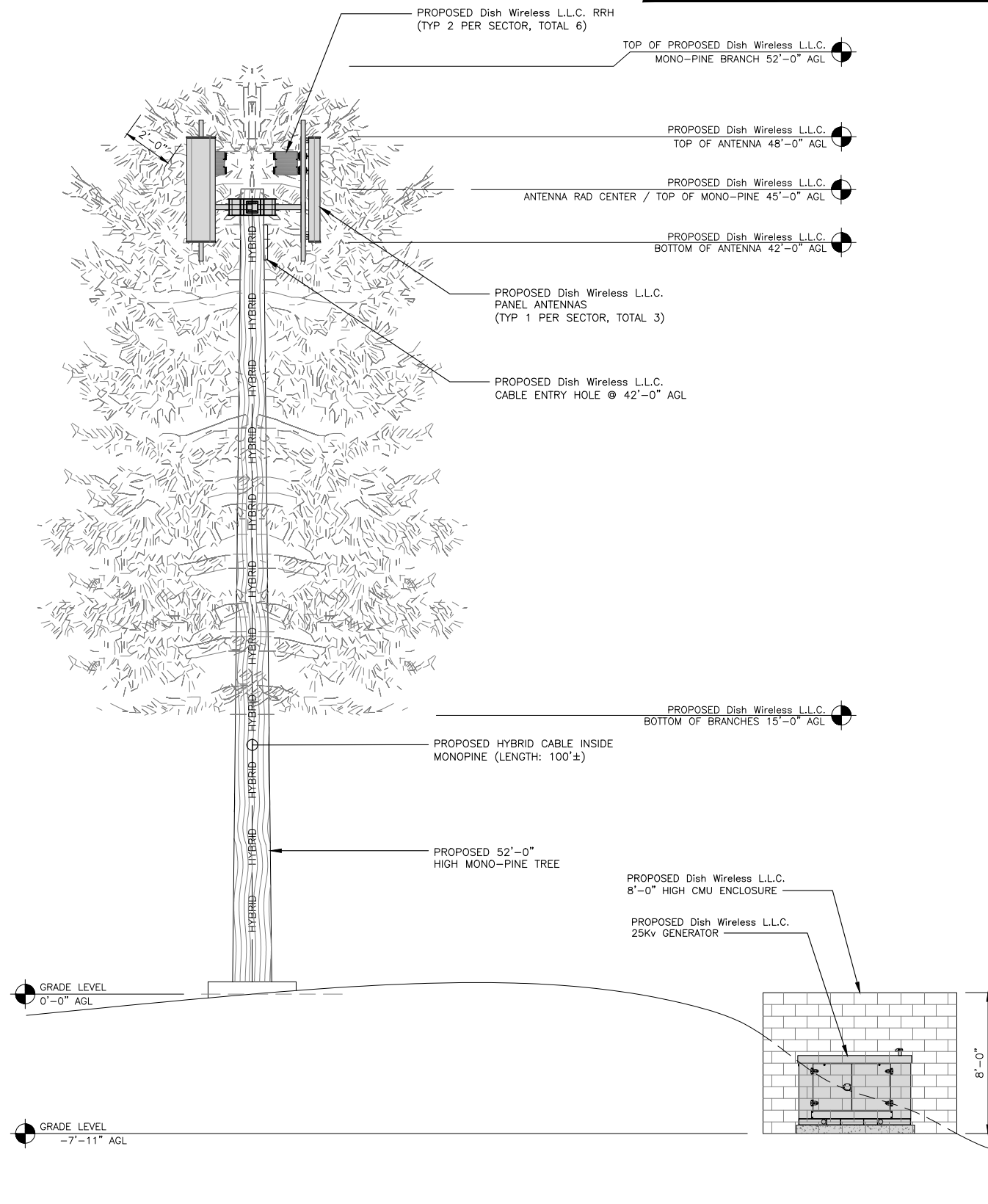
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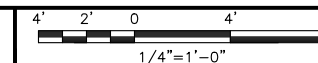
PROPOSED ELEVATIONS (EAST)



1



PROPOSED ELEVATIONS (SOUTH)



2

NOTES

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MO	MO	GC

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A&E PROJECT NUMBER
SITE ID_4580

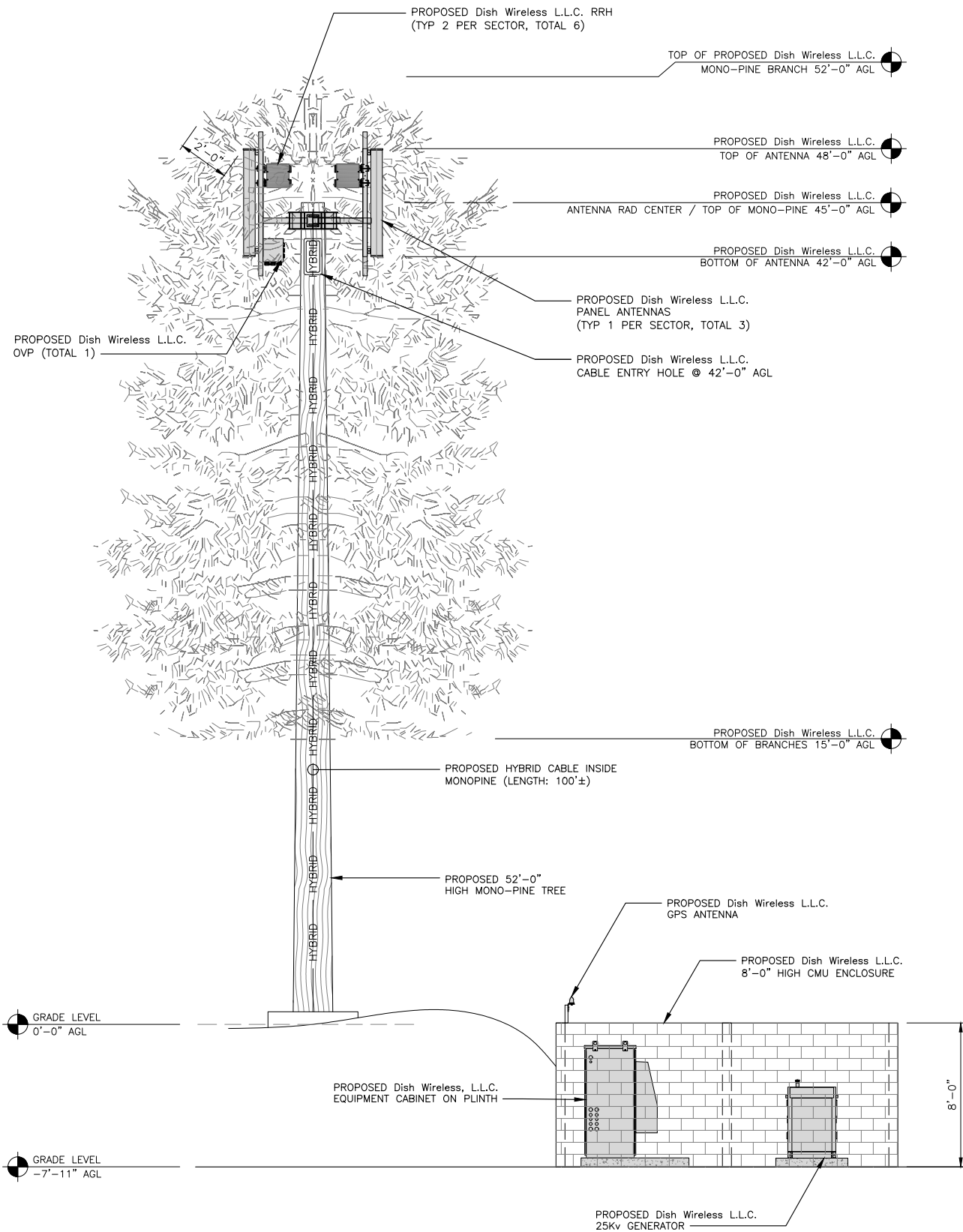
Dish Wireless, L.L.C.
PROJECT INFORMATION

SDSAN00162A
AVOHILL DR.
VISTA, CA 92084

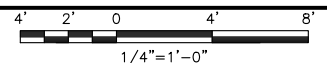
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PROPOSED ELEVATIONS

SHEET NUMBER

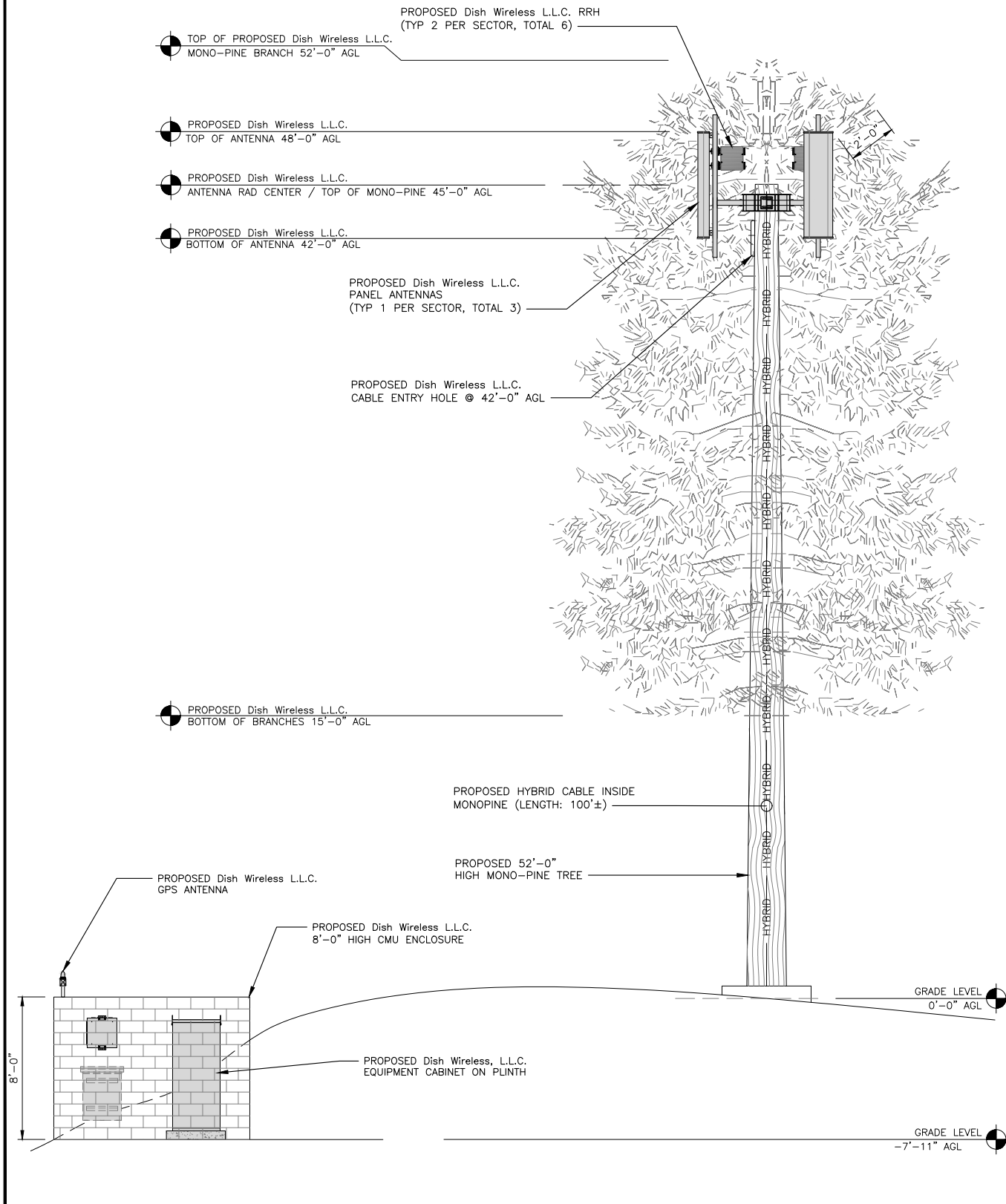
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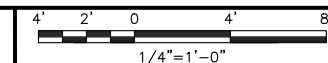
PROPOSED ELEVATIONS (WEST)



1



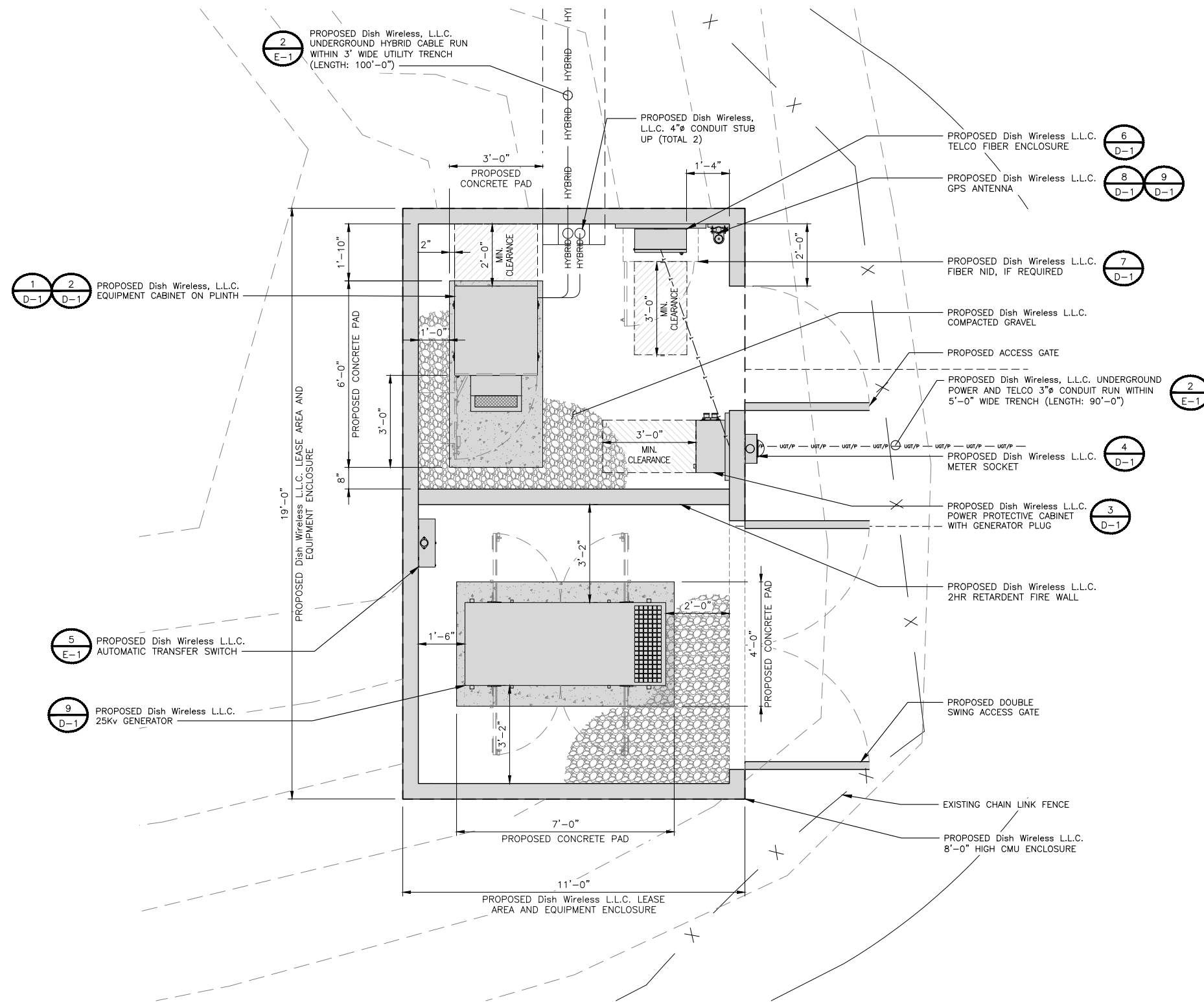
PROPOSED ELEVATIONS (NORTH)



2

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL CUT THE EXISTING LAND IN THE PROPOSED EQUIPMENT AREA.



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REV	DATE	DESCRIPTION
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A&E PROJECT NUMBER
SITE ID_4580

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SDSAN00162A
AVOHILL DR.
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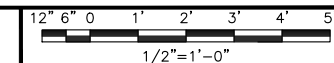
SHEET TITLE
EQUIPMENT PLAN

SHEET NUMBER

A-5

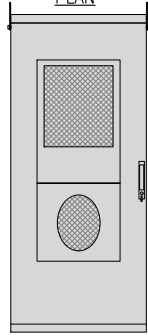
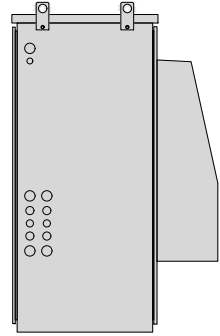
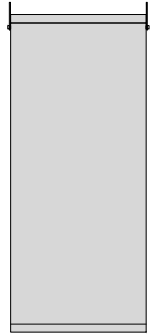
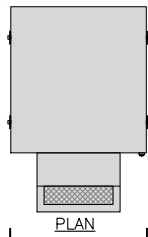


EQUIPMENT PLAN @ GROUND FLOOR



1

GREAT LAKES DC#12804-HX	
DIMENSIONS (HxWxD)	75"x32"x48.4"
HEX	TBD
WEIGHT (EMPTY)	TBD



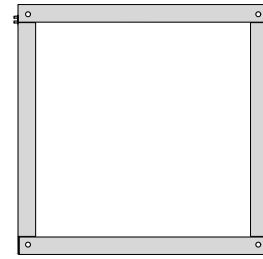
BACK SIDE FRONT

CABINET DETAIL

NO SCALE

1

GREAT LAKES PLINTH DC#12804-IT3	
DIMENSIONS (HxWxD)	6"x32"x32"
WEIGHT	TBD



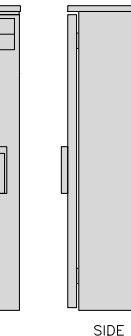
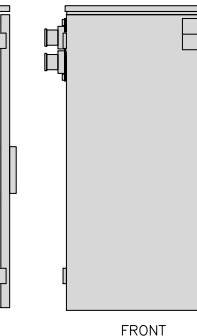
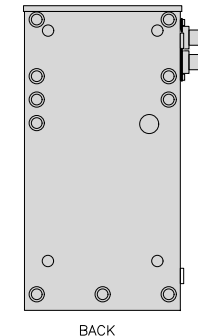
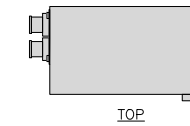
SIDE FRONT

PLINTH DETAIL

NO SCALE

2

RAYCAP PPC RDIAC-2465-P-240-MTS	
ENCLOSURE DIMENSIONS (HxWxD):	39"x22.855"x12.593
WEIGHT:	80 lbs
OPERATING AC VOLTAGE	240/120 1 PHASE 3W+G



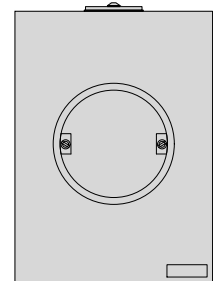
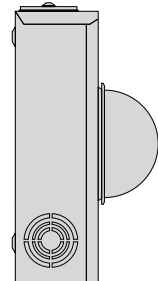
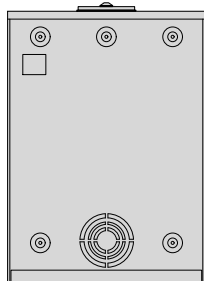
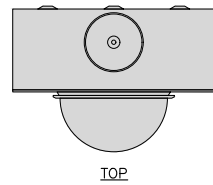
BACK SIDE FRONT SIDE

POWER PROTECTION CABINET (PPC) DETAIL

NO SCALE

3

EATON METER SOCKET UNRRS213BEUSE	
DIMENSIONS (HxWxD)	16"x12"x6"
TYPE	RING
AMPERAGE RATING	200 CONT. AMP
WEIGHT	18 lbs



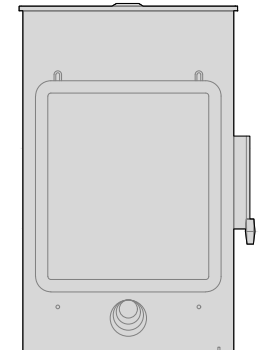
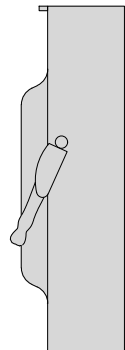
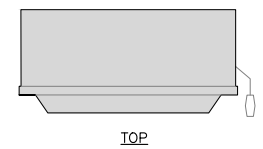
BACK SIDE FRONT

METER SOCKET DETAIL

NO SCALE

4

SQUARE D SAFETY SWITCHES D224NRB	
ENCLOSURE DIM (HxWxD)	29.25"x19.00"x8.50"
ENCLOSURE TYPE	NEMA 3R RAINPROOF
UL LISTED	FILE E-2875



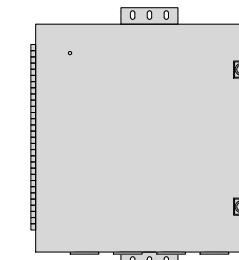
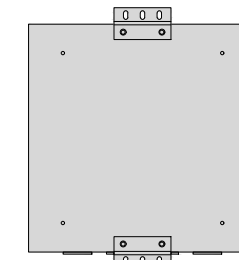
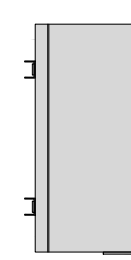
SIDE FRONT

SAFETY SWITCH DETAIL

NO SCALE

5

CHARLES CFIT-PF2020DSH1 FIBER TELCO ENCLOSURE	
ENCLOSURE DIMS (HxWxD)	20"x20"x9"
ENCLOSURE WEIGHT	20 lbs
MOUNTING	WALL
COMPLIANCE	TYPE 4



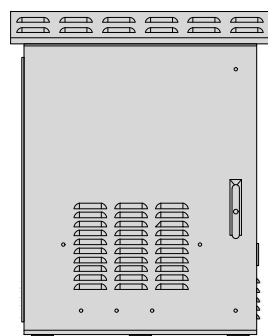
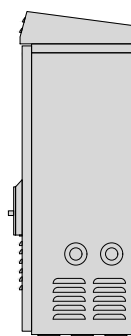
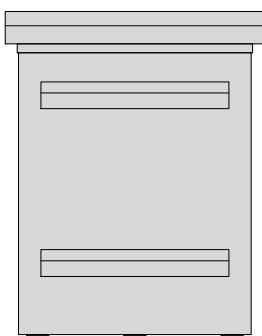
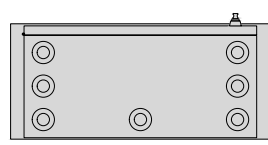
SIDE BACK FRONT

FIBER TELCO ENCLOSURE DETAIL

NO SCALE

6

GENERIC FIBER NID ENCLOSURE	
DIMENSIONS (HxWxD)	36.1"x29"x12.9"
WEIGHT	85 lbs



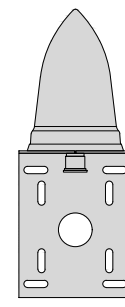
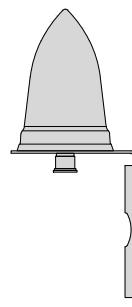
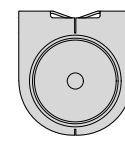
BACK SIDE FRONT

FIBER NID ENCLOSURE DETAIL

NO SCALE

7

PCTEL GPSGL-TMG-SPI-40NCB	
DIMENSIONS (DIAxH) MM/INCH	81x184mm 3.2"x7.25"
WEIGHT W/ACCESSORIES	075 lbs
CONNECTOR	N-FEMALE
FREQUENCY RANGE	1590 ± 30MHz



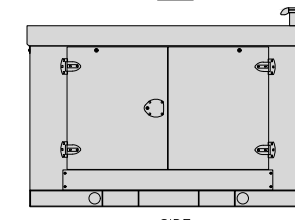
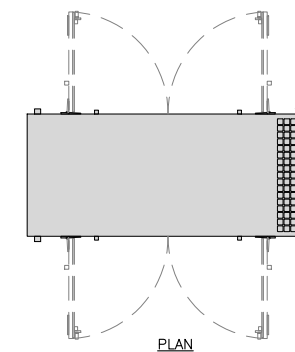
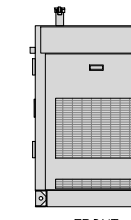
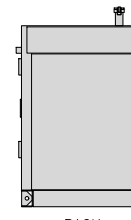
BACK SIDE

GPS DETAIL

NO SCALE

8

KOHLER 20REOZK, 60Hz INDUSTRIAL DIESEL GENERATOR	
DIMENSIONS (HxWxD)	52.3"x34.7"x77.5
STAND BY RANGE (kW/kVA)	18-21/18-30
PRIME RANGE (kW/kVA)	16.5-21/16.5-26.3
FUEL TYPE	DIESEL
SPEED	1800 RPM
ALTERNATOR TYPE	BRUSHLESS, WOUND FIELD
WEIGHT	1130 lbs



BACK FRONT SIDE

GENERATOR DETAIL

NO SCALE

9

dish
wireless.

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LITTLETON, CO 80120

QUALTEK
WIRELESS

10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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A&E PROJECT NUMBER
SITE ID_4580

Dish Wireless, L.L.C.
PROJECT INFORMATION

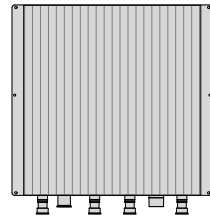
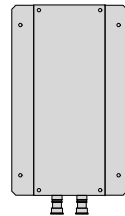
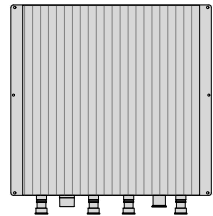
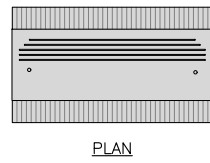
SDSAN00162A
AVOHILL DR.
VISTA, CA 92084

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER

D-1

FUJITSU TRIPLE BAND TA08025-B605	
DIMENSIONS (HxWxD)	14.9"x15.7"x9"
WEIGHT	74.95 lbs
CONNECTOR TYPE	4.3-10 RF CONNECTOR
POWER SUPPLY	DC -58~-36V

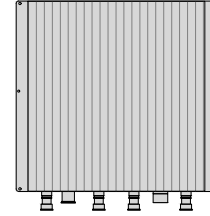
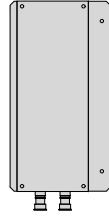
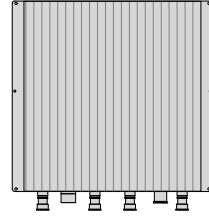
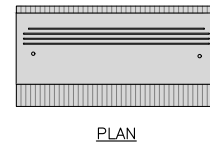


BACK

SIDE

FRONT

FUJITSU DUAL BAND TA08025-B604	
DIMENSIONS (HxWxD)	14.9"x15.7"x7.8"
WEIGHT	63.9 lbs
CONNECTOR TYPE	4.3-10 RF CONNECTOR
POWER SUPPLY	DC -58~-36V



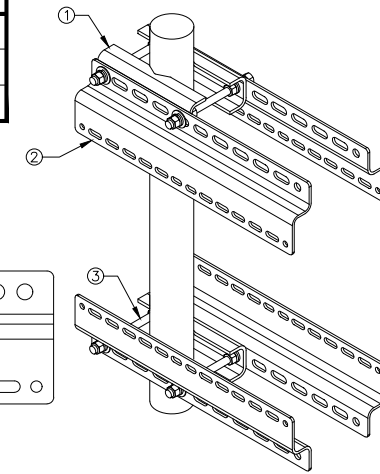
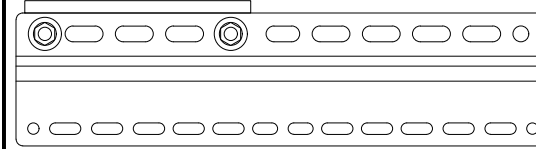
BACK

SIDE

FRONT

SABRE DOUBLE Z-BRACKET C10123155	
DIMENSIONS (HxWxD) (1 BRACKET)	5"x20"x1-13/16"
WEIGHT (FULL ASSEMBLY)	35.79 lbs
PACKAGE QUANTITY	4

#	DESCRIPTION
1	PLATE, CHANNEL BRACKET
2	RRH Z BRACKET, 3/16"
3	THREADED ROD ASSEMBLY 1/2"x12"



NOTE:
OR Dish Wireless L.L.C.
APPROVED EQUIVALENT

RRH DETAIL

NO SCALE

1

RRH DETAIL

NO SCALE

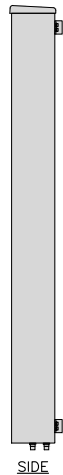
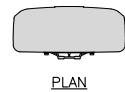
2

RRH MOUNT DETAIL

NO SCALE

3

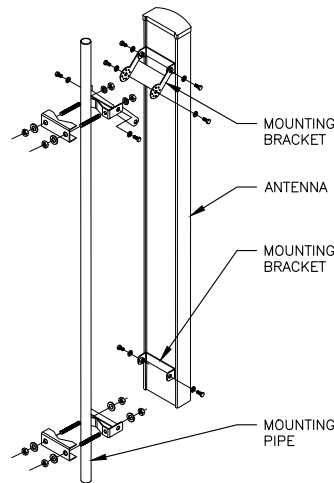
KMW KE654L4H6-D	
DIMENSIONS (HxWxD)	72"x18.1"x7.1"
RF PORTS, CONNECTOR TYPE	8 x 4.3-10 FEMALE
WEIGHT	52.9 lbs
WEIGHT WITH BRACKETS	71.9 lbs



SIDE

FRONT

M04 MOUNTING BRACKET HPA-33R-BUU-H4-K	
WIDTH	5"
DEPTH	2"
HEIGHT	8"
TOTAL WEIGHT	1.5 lbs
HOUSING MATERIAL	ASA/ABS/ALUMINUM
RADOME COLOR	LIGHT GRAY
CONNECTOR	1x8-PIN DAISY CHAIN



NOTE:
OR Dish Wireless L.L.C.
APPROVED EQUIVALENT

ANTENNA DETAIL

NO SCALE

4

ANTENNA MOUNTING DETAIL

NO SCALE

5

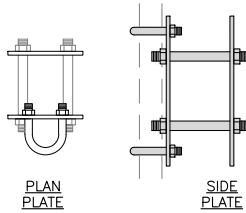
SURGE SUPPRESSION DETAIL

NO SCALE

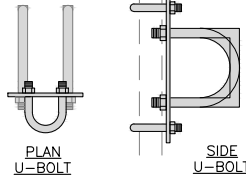
6

COMMSCOPE XP-2040 CROSSOVER PLATE	
DIMENSIONS (HxW)	10"x12"
WEIGHT	11 lbs

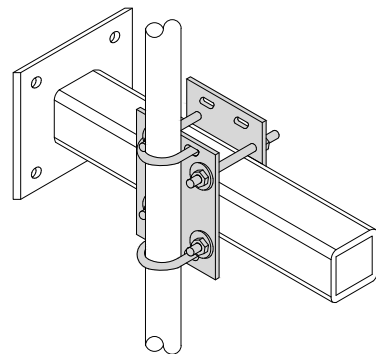
NOTE:
OR Dish Wireless L.L.C.
APPROVED EQUIVALENT



PLAN PLATE



SIDE PLATE



PLAN U-BOLT

SIDE U-BOLT

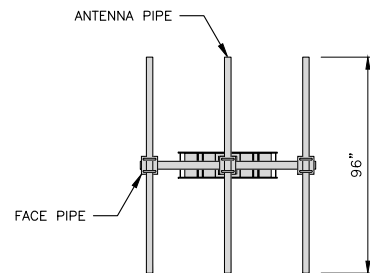
RRH/OVP MOUNT DETAIL

NO SCALE

7

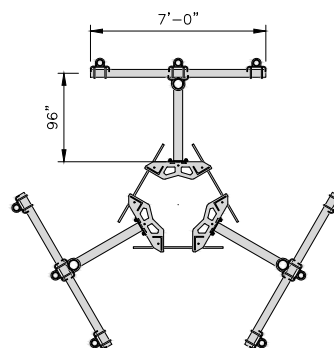
COMMSCOPE MC-K6MHDX-9-96	
FACE WIDTH	7'-0"
WEIGHT	1203.31 lbs
NOTE: 15" TO 50" O.D.	

NOTE:
OR Dish Wireless L.L.C.
APPROVED EQUIVALENT



ANTENNA PIPE

FACE PIPE

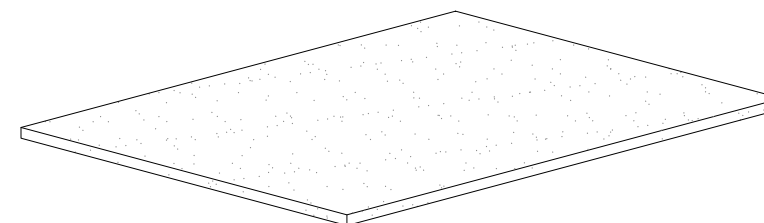


T-ARM MOUNT DETAIL

NO SCALE

8

UTILITY RUBBER MAT, BLACK	
DIMENSIONS	4'x 3'x 1/2"
WEIGHT/ VOLUME	36.5 LB AVERAGE
MATERIAL	100% RECYCLE RUBBER



UTILITY RUBBER MAT DETAIL

NO SCALE

9

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

QUALTEK
WIRELESS

10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

NOT TO BE USED
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TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

MO MO GC

RFDS_REV_#1_ISSUE: 10/26/2021

ZONING
DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	01/17/22	90% ZONING DRAWINGS
1	02/08/22	100% ZONING DRAWINGS
2	02/22/22	100% ZONING DRAWINGS REVISIONS

A&E PROJECT NUMBER
SITE ID_4580

Dish Wireless, L.L.C.
PROJECT INFORMATION

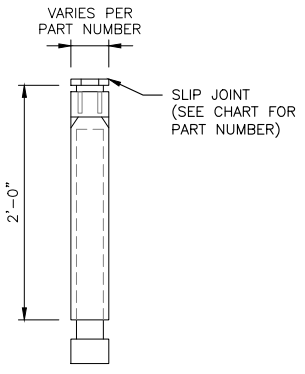
SDSAN00162A
AVOHILL DR.
VISTA, CA 92084

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER

D-2

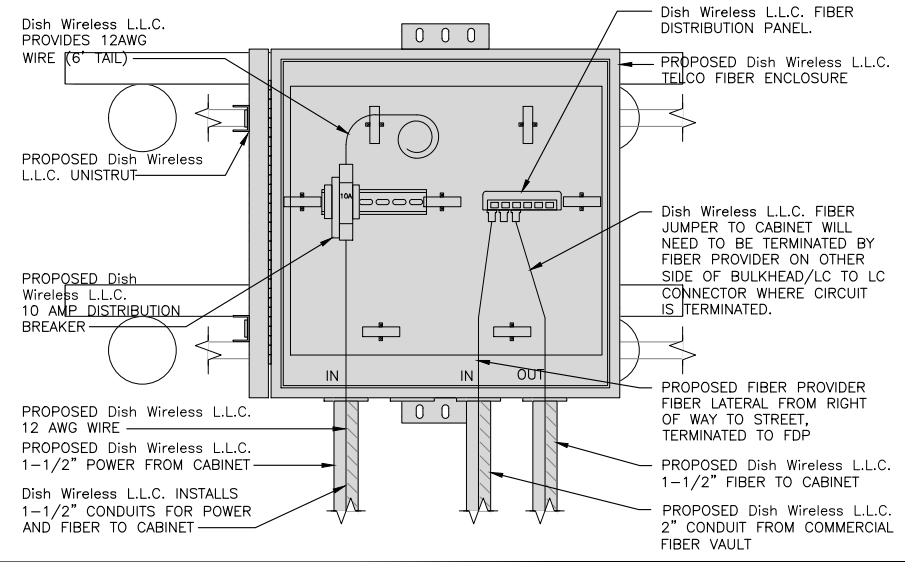
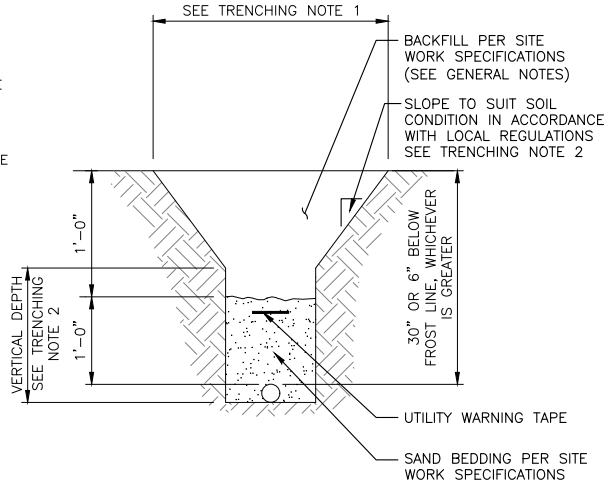
CARLON EXPANSION FITTINGS				
COUPLING END PART#	MALE TERMINAL ADAPTER END PART#	SIZE	STD CTN QTY.	TRAVEL LENGTH
E945D	E945DX	1/2"	20	4"
E945E	E945EX	3/4"	15	4"
E945F	E945FX	1"	10	4"
E945G	E945GX	1 1/4"	5	4"
E945H	E945HX	1 1/2"	5	4"
E945J	E945JX	2"	15	8"
E945K	E945KX	2 1/2"	10	8"
E945L	E945LX	3"	10	8"
E945M	E945MX	3 1/2"	5	8"
E945N	E945NX	4"	5	8"
E945P	E945PX	5"	1	8"
E945R	E945RX	6"	1	8"



NOTE: CONTRACTOR TO INSTALL EXPANSION FITTING SLIP JOINT AT METER CENTER CONDUIT TERMINATION, AS PER LOCAL UTILITY POLICY, ORDINANCE AND/OR SPECIFIED REQUIREMENT.

TRENCHING NOTES

- CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING SAFETY; INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
- ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS THE MOST STRINGENT.



EXPANSION JOINT DETAIL

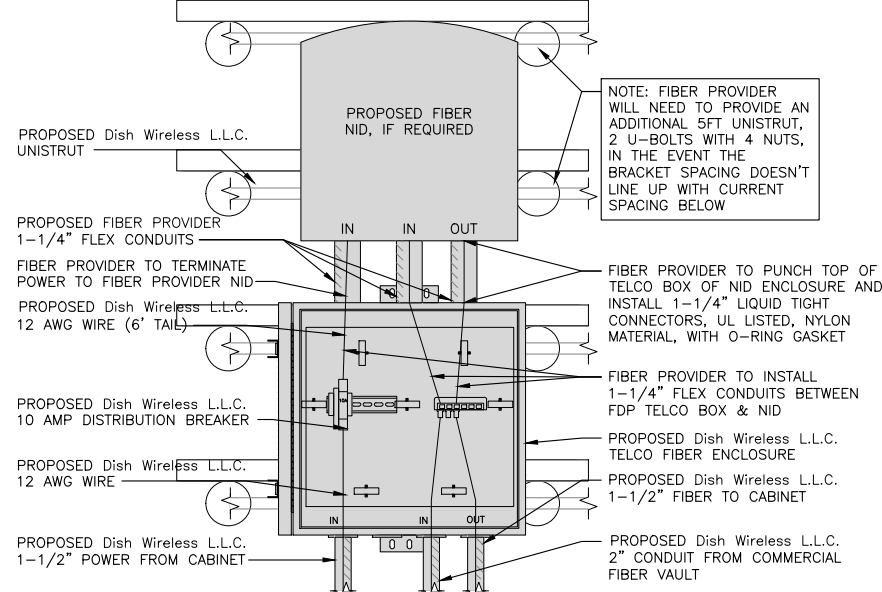
NO SCALE 1

TYPICAL UNDERGROUND TRENCH DETAIL

NO SCALE 2

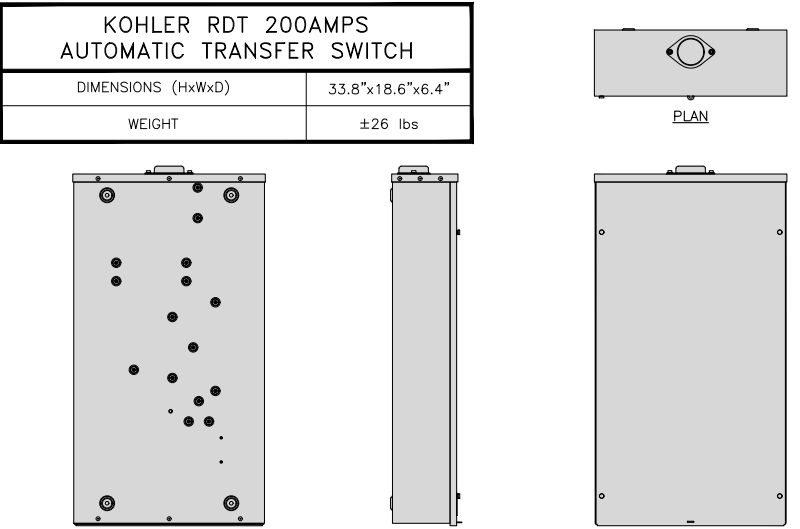
DARK TELCO BOX – INTERIOR WIRING LAYOUT

NO SCALE 3



LIT TELCO BOX – INTERIOR WIRING LAYOUT (OPTIONAL)

NO SCALE 4



AUTOMATIC TRANSFER SWITCH DETAIL

NO SCALE 5

NOT USED

NO SCALE 6



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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MO	MO	GC

RFDS_REV_#1_ISSUE: 10/26/2021

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2	02/22/22	100% ZONING DRAWINGS REVISIONS

A&E PROJECT NUMBER
SITE ID_4580

Dish Wireless, L.L.C.
PROJECT INFORMATION

SDSAN00162A
AVOHILL DR.
VISTA, CA 92084

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-1

NOT USED

NO SCALE 7

NOT USED

NO SCALE 8

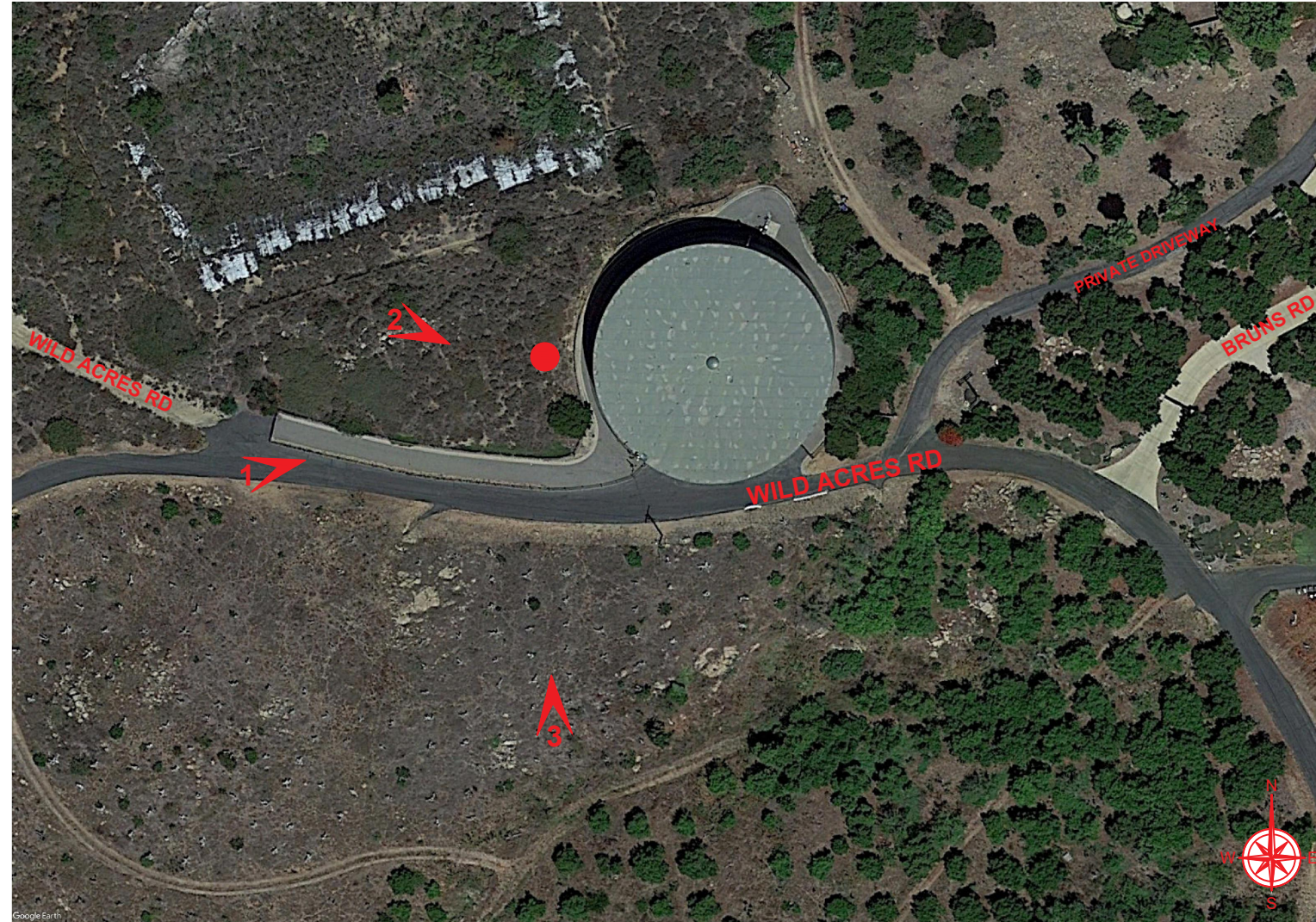
NOT USED

NO SCALE 9

PHOTO SIMULATION

POLE MOUNTED PANEL ANTENNAS AT:

**AVOHILL DRIVE
VISTA, CA 92084**



PAGE INDEX

PAGE NO.	PAGE TITLE
1	COVER
2	VIEW 1
3	VIEW 2
4	VIEW 3

PROJECT DESCRIPTION

DISH WIRELESS, L.L.C. PROPOSES A NEW WIRELESS INSTALLATION

● LOCATION OF DISH, L.L.C. WIRELESS ANTENNAS

COVER

02.24.22



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00162A
DISH WIRELESS, L.L.C. SITE ADDRESS: AVOHILL DRIVE VISTA, CA 92084
DISH WIRELESS, L.L.C. COORDINATES: 33.258469°, -117.165589°

BEFORE



AFTER



NOTE:
ANTENNAS, BRACKET, AND EQUIPMENT
HARDWARE TO BE PAINTED TO MATCH
NEEDLES IN COLOR

PROPOSED DISH WIRELESS
L.L.C. ANTENNA ARRAY

PROPOSED DISH WIRELESS L.L.C.
52'-0" HIGH MONO-PINE TREE

PROPOSED DISH WIRELESS L.L.C.
8'-0" HIGH CMU ENCLOSURE

VIEW 1 | LOOKING NORTHEAST FROM WILD ACRES ROAD

02.24.22



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

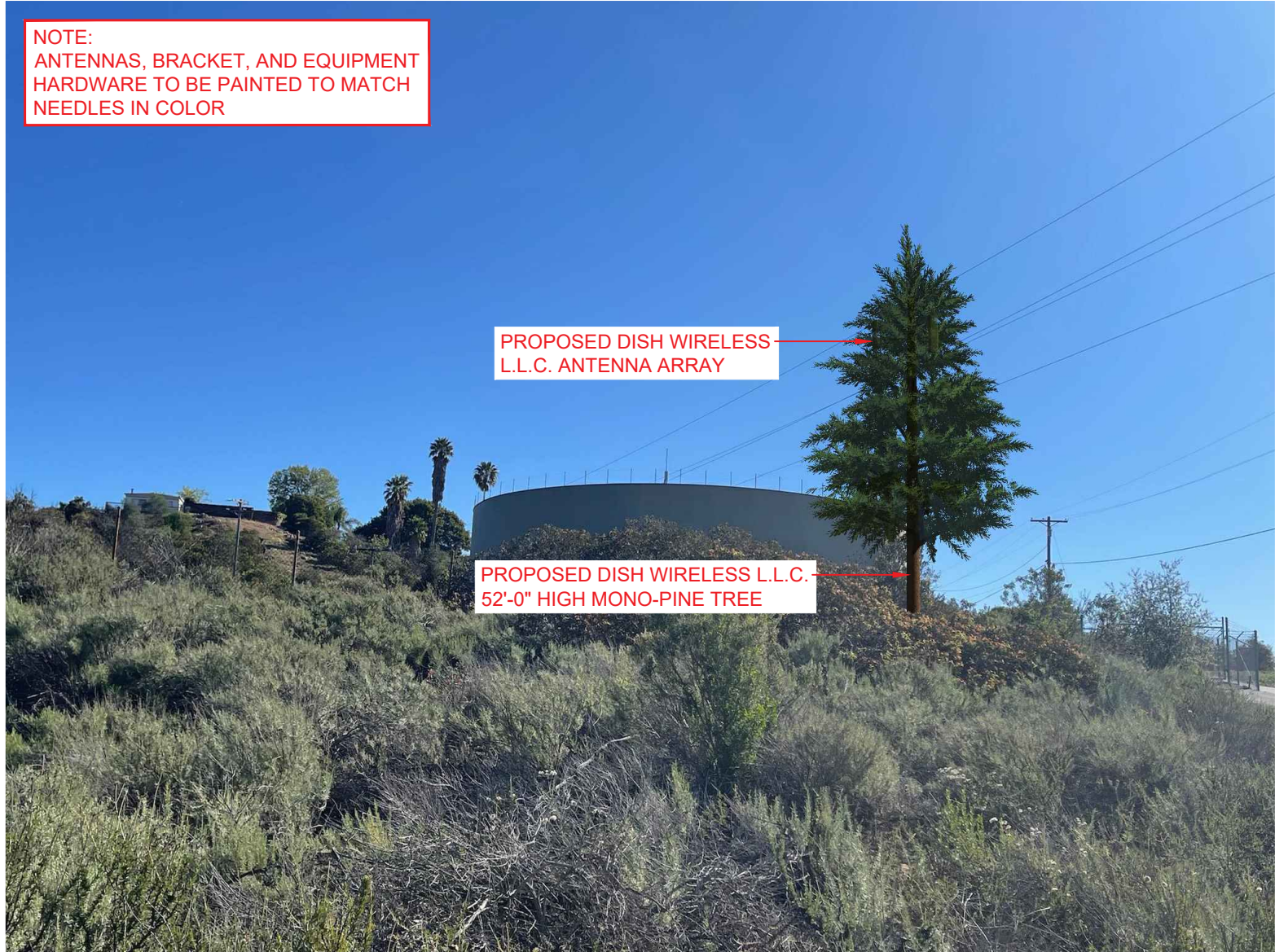
PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00162A
DISH WIRELESS, L.L.C. SITE ADDRESS: AVOHILL DRIVE VISTA, CA 92084
DISH WIRELESS, L.L.C. COORDINATES: 33.258469°, -117.165589°

BEFORE



AFTER



NOTE:
ANTENNAS, BRACKET, AND EQUIPMENT
HARDWARE TO BE PAINTED TO MATCH
NEEDLES IN COLOR

PROPOSED DISH WIRELESS
L.L.C. ANTENNA ARRAY

PROPOSED DISH WIRELESS L.L.C.
52'-0" HIGH MONO-PINE TREE

VIEW 2 | LOOKING SOUTHEAST FROM RAW LAND

02.24.22



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00162A
DISH WIRELESS, L.L.C. SITE ADDRESS: AVOHILL DRIVE VISTA, CA 92084
DISH WIRELESS, L.L.C. COORDINATES: 33.258469°, -117.165589°

BEFORE



AFTER



NOTE:
ANTENNAS, BRACKET, AND EQUIPMENT
HARDWARE TO BE PAINTED TO MATCH
NEEDLES IN COLOR

PROPOSED DISH WIRELESS L.L.C.
52'-0" HIGH MONO-PINE TREE

PROPOSED DISH WIRELESS
L.L.C. ANTENNA ARRAY

PROPOSED DISH WIRELESS L.L.C.
8'-0" HIGH CMU ENCLOSURE

VIEW 3 | LOOKING NORTHEAST FROM WILD ACRES ROAD

02.24.22



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00162A
DISH WIRELESS, L.L.C. SITE ADDRESS: AVOHILL DRIVE VISTA, CA 92084
DISH WIRELESS, L.L.C. COORDINATES: 33.258469°, -117.165589°

PHOTO SIMULATION

POLE MOUNTED PANEL ANTENNAS AT:

32751 RANCHOS LADERA ROAD BONSALL, CA 92003



PAGE INDEX

PAGE NO.	PAGE TITLE
1	COVER
2	VIEW 1
3	VIEW 2
4	VIEW 3

PROJECT DESCRIPTION

DISH WIRELESS, L.L.C. PROPOSES A
NEW WIRELESS INSTALLATION

● LOCATION OF DISH, L.L.C.
WIRELESS ANTENNAS

COVER

02.25.2022



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00097B
DISH WIRELESS, L.L.C. SITE ADDRESS: 32751 RANCHOS LADERA ROAD BONSALL, CA 92003
DISH WIRELESS, L.L.C. COORDINATES: 33.305557°, -117.155336°

BEFORE



EXISTING PANEL
ANTENNAS BY OTHERS

EXISTING EQUIPMENT
SHELTER BY OTHERS

AFTER



NOTE:
ANTENNAS, BRACKET, AND EQUIPMENT
HARDWARE TO BE PAINTED TO MATCH
BRANCHES IN COLOR

PROPOSED DISH WIRELESS L.L.C.
45'-0" HIGH MONO-EUCALYPTUS TREE

EXISTING PANEL
ANTENNAS BY OTHERS

EXISTING EQUIPMENT
SHELTER BY OTHERS

PROPOSED DISH WIRELESS L.L.C.
8'-0" HIGH CMU ENCLOSURE

VIEW 1 | LOOKING NORTHEAST FROM RAW LAND

02.25.2022



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00097B
DISH WIRELESS, L.L.C. SITE ADDRESS: 32751 RANCHOS LADERA ROAD BONSALE, CA 92003
DISH WIRELESS, L.L.C. COORDINATES: 33.305557°, -117.155336°

BEFORE



AFTER



VIEW 2 | LOOKING WEST FROM RANCHOS LADERA ROAD

02.25.2022



1875 CORONADO AVE
 SIGNAL HILL, CA 90755
 PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00097B
 DISH WIRELESS, L.L.C. SITE ADDRESS: 32751 RANCHOS LADERA ROAD BONSALL, CA 92003
 DISH WIRELESS, L.L.C. COORDINATES: 33.305557°, -117.155336°

BEFORE



AFTER



VIEW 3 | LOOKING NORTHWEST FROM RANCHOS LADERA ROAD

02.25.2022



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00097B
DISH WIRELESS, L.L.C. SITE ADDRESS: 32751 RANCHOS LADERA ROAD BONSALL, CA 92003
DISH WIRELESS, L.L.C. COORDINATES: 33.305557°, -117.155336°

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

NOTICE OF COMPLETION AND ACCEPTANCE OF THE RAINBOW HEIGHTS PUMP STATION REHABILITATION PROJECT

BACKGROUND

The Rainbow Heights Pump Station is the largest of the Rainbow Municipal Water District's (RMWD) seven potable water pump stations. It pumps water from the North Zone to the four-million-gallon Rainbow Heights Tank. The Rainbow Heights Zone extends north to the Magee Pump Station, which serves the Magee Zone, and is separated from the Gomez Zone to the east and south by closed valves. The Rainbow Heights Zone is the sole supply to the Magee Zone and serves as an emergency supply for the Gomez, Vallecitos, and North Zones. Demands in the Rainbow Heights Zone are approximately 0.54 MGD and are a mix of domestic and agriculture use.

The Rainbow Heights Pump Station Rehabilitation Project, Project No. 600001, was initiated due to two large natural gas motors requiring replacement. The need for replacement was caused by issues with age, Air Pollution Control Board permitting, and maintenance costs. The station was built in 1974, expanded in 1978, and is extremely inefficient. The replaced gas-powered motors had not been manufactured for years and were extremely difficult to maintain. During design, the Metropolitan Water District directed the District to remove two existing pumps with electric motors and the associated canopy from their easement which covers a large portion of the pump station site.

The project scope included the demolition of the existing Rainbow Heights Pump Station and demolition of the abandoned 8th Street Pump Station which is across the street from the Rainbow Heights Pump Station site, purchasing and installing a factory-built booster pump station, necessary site improvements including grading, yard piping, valves, flow meter, paving and fencing, and ancillary electrical and controls upgrades including an engine driven electric generator.

DESCRIPTION

The Board of Directors authorized the General Manager to execute a contract for the Rainbow Heights Pump Station Rehabilitation project on May 26, 2020, for \$2,637,397.00 with Orion Construction. Orion Construction completed the project within the allocated final budget of \$2,706,634.00. The project was completed on March 18, 2022. There were two (2) change orders on the project for a total of \$69,237.00 or approximately 2.6% of the original project cost.

Change Order #1: \$74,267

- Item 1: Delete Bid Item #4-Demolition of 8th Street Pump Station Site:
Lump Sum Price: \$12,000.00 CREIDT.
- Item 2: Delete 16-inch High Pressure Gate Valve (RFI #3)
Lump Sum Price: \$7,766.00 CREDIT.
- Item 3: Change Pressure Transmitters from Rosemount to SMART

Lump Sum Price: \$3,250.00.

Item 4: EFI Pump Station Additional AVAR

Lump Sum Price: \$17,226.00.

Item 5: SDGE Concrete Pad Extension (RFI#10)

Lump Sum Price: \$1,492.00.

Item 6: Provide Survey & Construction Staking

Lump Sum Price: \$6,222.00.

Item 7: Install Additional Cathodic Protection

Lump Sum Price: \$62,275.00.

Item 8: Install Additional Locking Devices and Third-Party GFI Testing

Lump Sum Price: \$3,568.00.

Change Order #2: <\$5,030.00> CREDIT

Item 1: Credit for deletion of asphalt paving

Lump Sum Price: \$5,030 CREDIT

Commissioning consisted of a multi-step testing approach starting with the individual system components and then the entire system as a whole. All mechanical and electrical equipment was tested individually (pumps, valves, circuits, PLC's, et.c) and then the system was tested running together. After the successful commissioning of individual systems and the system as a whole, the pump station was required to be run for 14-days continuously under normal working conditions without any issues. Only after a successful 14-day acceptance test was the pump station considered ready for acceptance by the District.

Facilities constructed and ready for acceptance include the following:

New factory-built booster pump station in prefabricated building, yard piping, valves, flow meter, paving and fencing, and ancillary electrical and controls upgrades including an engine driven electric generator.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management. Construction of the Rainbow Heights Pump Station Rehabilitation Project will allow the District to maintain reliable service to the Rainbow Heights Zone. In addition, the District will comply with the requirements of Metropolitan Water District and the Air Pollution Control Board.

ENVIRONMENTAL

The project is categorically exempt from CEQA in accordance with State CEQA Guidelines Section 15300, under the three categories listed below. With the inclusion of environmental commitments, such as avoidance of nesting birds during the breeding season; limitation of ground disturbing activity within fenced limits, development of a hazardous materials spill and prevention plan, a traffic control plan, and dust and noise minimization measures, the project would not result in a significant effect on the environment. A Notice of Exemption (NOE) was filed for the Rainbow Heights Pump Station Rehabilitation Project on January 25, 2018 with the San Diego County Clerk. The exemption status was described as follows:

- Class 2 Categorical Exemption per Sec. 15302 – Replacement or Reconstruction
- Class 3 Categorical Exemption per Sec. 15303 – New Construction or Conversion of Small Structure
- Class 4 Categorical Exemption per Sec. 15304 – Minor Alterations of Land

BOARD OPTIONS/FISCAL IMPACTS

The construction costs of the improvements for Project No. 600001 will be added to the District's asset valuation.

1) Option 1:

- Accept the Rainbow Heights Pump Station Rehabilitation Project
- Approve filing the Notice of Completion.

- Add installation costs to the District's total valuation.
- Release the Payment Bond in the amount of \$2,706,634.00.
- Release 90% of the Performance Bond in the amount of \$2,435,970.60
- Retain 10% of the performance bond in the amount of \$270,663.40 as the warranty bond for one year.
- Make a finding that the action herein does not constitute a "project" as defined by CEQA.

2) Option 2:

- Provide other direction to staff

STAFF RECOMMENDATION

Staff recommends Option 1.

Chad Williams
Engineering and CIP Program Manager

April 26, 2022

DRAFT

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT CHANGE ORDER FOR THE CASS ARRIETA CONTRACT WITH TRI-POINTE HOMES IN THE AMOUNT OF \$402,373 AND CONSIDER APPROVAL OF AN AMENDMENT TO THE PARTICIPATION AGREEMENT FOR THE DESIGN, CONSTRUCTION AND FUNDING OF PORTIONS OF THE RICE CANYON PIPELINE AND RELATED FACILITIES (DIVISION 5)

BACKGROUND

On April 27, 2021 the Board of Directors approved the Participation Agreement for the Design, Construction and funding of portions of the Rice Canyon Pipeline and Related Facilities (Participation Agreement) which further defined the responsibilities of both Tri Pointe Homes and the District in relation to the Rice Canyon Pipeline Project. The District will reimburse Tri Pointe Homes for the full cost of this water line. The Rice Canyon Tank Transmission Main is a proposed 18" transmission main which will deliver water from the Rice Canyon Tank Zone and connect to the water main in Horse Ranch Creek Road. The addition of this transmission main will increase the utilization of the water in the Rice Canyon Tank by serving the Horse Creek Ridge and Citro developments in addition to several other existing customers and will thereby benefit the water quality in the Rice Canyon Tank Zone. In addition, the Rice Canyon Tank Zone is supplied from an underutilized Metropolitan Water District connection. The addition of this proposed 18-inch transmission main will allow more customers to be supplied with water through Metropolitan Water District connections in other zones of the District.

On September 28, 2021, the Board of Directors approved an amendment to the Participation Agreement to include an increase of the maximum cost from \$3,700,000.00 to \$5,100,000.00 as well as changes to the language regarding invoice requests which will ensure that the District is only reimbursing Tri Pointe Homes for actual costs associated with the construction of the Rice Canyon Tank Transmission Main. While the total project cost increased by \$1,400,000.00, it was noted that District staff and representatives from Tri Pointe Homes were able to negotiate and reduce the administrative fee from 5% down to a maximum of 3%; totaling \$147,830.41. The District also negotiated that the administrative fee will be based on actual invoices, which may result in the District paying less for the administrative fee should not all monies be spent. Additionally, the original contingency for this project was 15% of hard costs and 25% of soft costs, which was reduced to 5% of hard costs and 5% of soft costs, totaling \$234,651.46. Lastly, the District negotiated to pay invoices on a net 20 basis to eliminate any interest payments to Tri Pointe Homes which was previously referenced in the agreement.

DESCRIPTION

To date, the Rice Canyon Tank Transmission Main Project is approximately 40% complete is expected to be fully constructed by Fall 2022. Multiple unforeseen circumstances have impacted the progress of construction including a District-initiated change order, hard rock excavation and the presence of a California gnatcatcher. The District has issued one change order (Construction Change Order (CCO) #1) in the amount of \$110,275, approximately 47% of the approved contingency amount. The District-initiated

change was made to optimize the capacity of the system by upsizing the pipe diameter and valves sizes in each pressure reducing station. The District agreed to furnish two (2) 10-inch and two (2) 12-inch plug valves to reduce the original change order amount from \$340,300 to \$110,275 and expedite material procurement by at least 4 – 6 weeks.

Hard rock has been encountered along the full length of the project alignment during construction excavation and exploratory trenching. From the start of excavation on January 10, 2022 to February 3, 2022, a total of 11 Time and Material Extra Work Reports (EWR's) have been generated totaling \$91,354.93. In an effort to estimate the anticipated hard rock cost for future excavation, exploratory test pits along the project alignment allowed Tri Pointe Homes to develop a projection of additional time required to remove hard rock, which was then added to the contract installation cost per lineal foot of trench to develop an estimated cost impact of \$140,598. While hard rock was expected to be encountered during excavation given the existing conditions noted in various technical studies, the District agreed to account for these additional costs through ongoing Participation Agreement Amendments instead of allocating a higher contingency percentage up front. Staff considered performing pre-project geotechnical work, but since rock was expected and would have to be removed anyway, the extra cost of the geotechnical work was just an extra expense that could be avoided. While there was some risk involved in proceeding this way, this ensured the District would not be held to paying higher excavation costs as part of the base bid. District staff and Tri Pointe Home representatives have worked closely in reviewing the project's rock clause and alternates for extra work to ensure the contractor's means and methods followed the project specifications and additional hauling fees were not included in the EWR's. The Contractor continues to keep accurate records of time and material for hard rock excavation and has been reporting an average of four (4) hours per day along most of the alignment. These records are closely monitored and verified by District staff, Tri Pointe Home staff, and our geotechnical monitors on site. The presence of hard rock has also resulted in additional soft costs related to construction administration in the amount of \$20,000 and geotechnical monitoring in the amount of \$80,000.

California gnatcatcher (CAGN) focused surveys were conducted in early February to determine the presence of CAGN and potential breeding activity. One male CAGN was detected in the 500-foot buffer around the project impact area and was determined to be displaying territorial behavior. As a result, noise monitoring requirements have been implemented for construction during the CAGN breeding season February 15 – August 31 in accordance with the project's environmental mitigation measures. Construction noise is required to remain under an hourly average of 60 decibels (dba) from the edge of the occupied habitat. Ongoing focused surveys will continue to occur to document the CAGN's activity and adjustments to noise restrictions will follow survey results. The presence of CAGN has led to the need for additional biological and noise monitoring in the amount of \$39,420 and additional mitigation measures (e.g. noise barrier fencing) estimated at \$31,000.

Paragraph 6 of the Participation Agreement, as revised by Amendment No. 1 established a total project maximum cost of \$5,100,000, which is not to be exceeded without the District's prior written approval. As a result of the changes detailed above, Tri Pointe Homes provided a Notice of Cost Increase on February 18, 2022 (Attachment A) to request amendments to the Participation Agreement (Attachment B). It has become apparent to the District and Tri Pointe Homes that the project's maximum cost will be exceeded due to unanticipated hard costs and associated unanticipated soft costs.

This request is to obtain Board of Directors approval to approve a change order in the amount of \$402,373 to fund all unanticipated costs and restore a reasonable contingency source for change orders which may be encountered for the remainder of the project. The requested change order would bring the total maximum project cost to \$5,502,373, which is a cost increase of 8% of the current project cost of \$5,100,000. Upon approval, the project's Participation Agreement will be amended accordingly to account for the cost increase.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area One: Water Resources. The Rice Canyon Tank Transmission Main will allow the Horse Creek Ridge and Citro developments as well as several other existing customers to be supplied water from the Rice Canyon Tank Zone which is, in turn, supplied from an underutilized Metropolitan Water District connection. This will allow more customers to be supplied water through Metropolitan Water District connections in other zones of the District.

ENVIRONMENTAL

On April 28, 2020, the Board adopted Resolution 20-07 which ratified the CEQA findings included in the resolution as well as the 2020 Addendum to the Pardee Final Environmental Impact Report.

The County of San Diego, in its role as lead agency pursuant to CEQA, certified a Final Environmental Impact Report for the Citro Project (Project), formerly Meadowood, on January 11, 2012. The FEIR assumed that LAFCO approval would be required to annex the Project to the service area of either RMWD or VCMWD and analyzed the impacts of the infrastructure needed to connect to RMWD's system, with the exception of a new 18" pipeline connecting the Project with RMWD's Rice Canyon Water Tank. An Addendum to the FEIR was prepared that analyzes the Rice Canyon Tank Transmission Main, dated April 6, 2020 (2020 Addendum). The 2020 Addendum also identifies RMWD as the preferred water and sewer service provider to the Project. The new 18" underground pipeline is proposed to be 4,500 linear feet in length and to be located within a RMWD easement.

Public Resources Code section 21080.21, provides:

"[CEQA] does not apply to any project of less than one mile in length within a public street or highway or any other public right-of-way for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline. For purposes of this section, "pipeline" includes subsurface facilities but does not include any surface facility related to the operation of the underground facility."

Because the pipeline will be underground, is located in a public right-of-way, and is less than one mile in length, CEQA does not require an environmental analysis of the pipeline. The 2020 Addendum nevertheless documents that all impacts associated with the provision of water service to the Project by RWMD were adequately evaluated in the FEIR, and would not result in any new or more severe impacts than were disclosed in the FEIR.

BOARD OPTIONS/FISCAL IMPACTS

Capital budgets are approved for one (1) year only, with the forecast going out five (5) years. The Rice Canyon Tank Transmission Main project (600034) has an approved budget of \$5.1M for FY 2021/22. Funds are available in future fiscal years for this additional cost, however certain adjustments on the timing of other projects may be required. These matters will be addressed by both the Engineering and Operations Committee and the Budget and Finance Committees over the next several months and will be included in the FY22/23 Budget next spring.

Option 1:

- Approve an Amendment to the Participation Agreement for the Design, Construction and Funding of Portions of the Rice Canyon Pipeline and Related Facilities to increase the total project cost to \$5,502,373, thus authorizing a change order in the amount of \$402,373.
- Authorize the General Manager to execute the Amendment on behalf of the District.

Option 2:

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.

Chad Williams
Engineering and CIP Program Manager

04/26/22

DRAFT



13400 Sabre Springs Parkway, Suite 200
San Diego, California 92128

February 18, 2022

Mr. Tom Kennedy
Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, CA 92028

SUBJECT: PARTICIPATION AGREEMENT FOR THE DESIGN, CONSTRUCTION AND FUNDING OF PORTIONS OF THE RICE CANYON PIPELINE AND RELATED FACILITIES (PARTICIPATION AGREEMENT)

Re: Increased Total Cost of Improvements and Projected Exceedance of the Project's Maximum Cost.

Dear Mr. Kennedy,

Paragraph 6 of the Participation Agreement, as revised by Amendment #1, established a total project Maximum Cost of \$5,100,000.00, which is not to be exceeded without the Rainbow Municipal Water District's (RMWD's) prior written approval. Exhibit "D" enclosed within Amendment #1 furnishes an itemization of the project's Maximum Cost. The Maximum Cost includes contingency in the amount of \$234,651.46, which is equal to 5% of the combined total of the project's hard costs and soft costs.

RMWD has issued one (1) change order to date, in the amount of \$110,275.00 (CO #1). CO #1 was issued to fund RMWD requested design revisions made to the project's 1206/1019 HGL Pressure Reducing Station. After funding CO#1 the remaining available contingency is \$124,376.46.

It has become apparent to Tri Pointe Homes (TPH) that the project's "Maximum Cost" will be exceeded due to the following additional unanticipated Hard Costs and associated unanticipated Soft Costs;

UNANTICIPATED HARD COSTS

A. Hard Rock Costs Incurred to Date (Jan 12 th to Feb. 3 rd) (Actual) =	\$91,355
B. Hard Rock Anticipated to be Incurred (Est.) =	\$140,598
C. <u>Mitigation Requirements for the California Gnatcatcher (Est.) =</u>	<u>\$31,000</u>
Subtotal	\$262,953

UNANTICIPATED SOFT COSTS

D. Geotechnical (Est) =	\$80,000
E. Noise Monitoring (Est.) =	\$39,420
F. <u>Construction Management (Est) =</u>	<u>\$20,000</u>
Subtotal	\$139,420

Additional explanation, itemization and documentation for each of the above listed items is furnished with Exhibits "A" thru "E", enclosed herein.

The sum of all unanticipated costs is furnished below. After applying the remaining available contingency, a projected minimum additional authorization in the amount of \$277,997 is projected to be required to complete the project. At the present time construction is approximately 40% complete. TPH recommends that RMWD include additional funding as necessary to restore a reasonable contingency source for change orders which may be encountered for the remainder of the project. For the purposes of this correspondence TPH has inserted an additional \$124,376 contingency amount to restore the contingency fund to its current level.

SUMMARY

Total Unanticipated Costs (Hard and Soft)	\$402,373
Remaining Available Contingency	<u>-\$124,376</u>
Projected Additional Authorization Required	\$277,997
Restore Contingency	<u>\$124,376</u>
Total Additional Authorization Recommended	<u>\$402,373</u>
Maximum Project Cost (Current)	\$5,100,000
Total Additional Authorization Recommended	<u>\$402,373</u>
Maximum Project Cost (Revised)	<u>\$5,502,373</u>

Pursuant to Paragraph 6 of the Participation Agreement, as revised by Amendment #1 and the itemization furnished above, TPH recommends RMWD's written approval to increase the project's Maximum Cost by \$402,373.

Please feel free to contact with any questions or requests for additional information which you may have. I may be reached by phone at (858) 864-6206.

Sincerely,

April Tornillo
Project Manager

cc: David Stearn, Tri Pointe Homes
Amanda Parra, RMWD
Mark Sullivan, MJS Construction Mgmt. & Eng., Inc.

EXHIBIT "A"
HARD ROCK
INCURRED TO DATE

- A. Hard Rock Costs Incurred to Date: This item includes impacts quantified upon Time & Material Extra Work Reports (EWRs) received from January 12, 2022 through February 3, 2022. These dates include impacts incurred from approximate pipeline Station 5+60 to Station 16+38 and total \$91,354.93. Exploratory test pits excavated along the alignment on February 3rd are also included in this total.

These costs are summarized within Cass Arrieta's Request for Change Order #3, dated February 16, 2022. A copy is enclosed herein.



Change Order Request No.: 3

Project Name: MEADOWOOD; RICE CANYON PIPELIN

Description Rock Excavation Tickets

Customer Contract No.: 31580-OL

Date: 02/16/2022

CA Job #: 21-2749

From: BUZZ BIRNEY
 CASS ARRIETA
 PO BOX 309
 EL CAJON, CA. 92022
 O.(619)590-0929
 F.
bbirney@cassarrieta.com

To: AMANDA PARRA
 RAINBOW MUNICIPAL WATER DIST
 3707 OLD HIGHWAY 395
 FALLBROOK, CA 92028
 O.(760)728-1178
 C.

W/S: 01/31/2022

Item	Description	Cost Code	Qty	U/M	Unit Price	Total Price
1	T&M 58033, Dated 1/12/21	44-9910	1	LS.	\$9,146.40	9,146.40
2	T&M 58030, Dated 1/13/21	44-9910	1	LS.	\$9,016.55	9,016.55
3	T&M 61903, Dated 1/19/22	44-9910	1	LS.	\$6,816.40	6,816.40
4	T&M 61904, Dated 1/20/22	44-9910	1	LS.	\$10,487.80	10,487.80
5	T&M 61905, Dated 1/25/22	44-9910	1	LS.	\$6,298.76	6,298.76
6	T&M 61906, Dated 1/26/22	44-9910	1	LS.	\$9,608.76	9,608.76
7	T&M 61907, Dated 1/27/22	44-9910	1	LS.	\$7,220.76	7,220.76
8	T&M 61656, Dated 1/28/22	44-9910	1	LS.	\$8,555.00	8,555.00
9	T&M 61642, Dated 1/31/22	44-9910	1	LS.	\$6,844.00	6,844.00
10	T&M 61643, Dated 2/01/22	44-9910	1	LS.	\$3,362.00	3,362.00
11	T&M 61908, Dated 2/02/22	44-9910	1	LS.	\$3,422.00	3,422.00
12	T&M 61644, Dated 2/03/22	44-9910	1	LS.	\$9,672.00	9,672.00
13	OCIP PROGRAM ADDITION	44-9910	1	LS.	\$904.50	904.50
Total:						\$91,354.93

Additional Work Days Requested: 8

Notes:

EXHIBIT "B"
HARD ROCK ANTICIPATED TO BE ENCOUNTERED

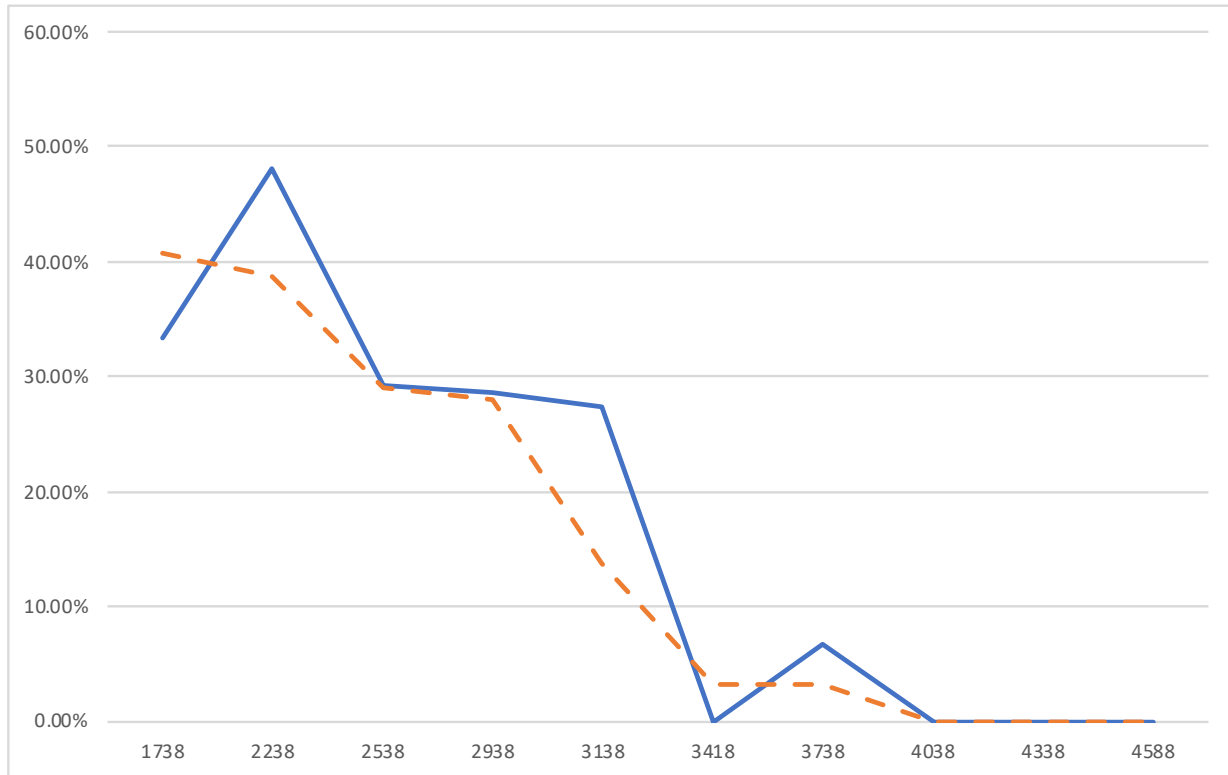
- B. Hard Rock Costs Anticipated to be Incurred: This item includes the remaining impacts estimated to be incurred along the project alignment from Station 16+38 through Station 46+87.

An estimate of the hard anticipated to be incurred has been derived from the results of exploratory test pits excavated along the project alignment on Feb. 3rd & Feb 4th. TPH's geotechnical engineer monitored the amount of time in which hard rock ripping was required for each of the test pits. A distribution of this impact was then projected and translated across the project alignment. The additional time required to remove the hard rock was then added to the contract installation cost per lineal foot of trench to develop an estimated total cost impact.

This analysis is enclosed herein on the following pages of this Exhibit "B". The total cost of hard rock anticipated to be incurred is estimated to be \$140,598.

Please note, estimates associated with this item are subject to a fairly significant level of uncertainty. The actual costs incurred, therefore may vary either up or down, depending upon the actual nature of materials encountered in the future. For the purposes of this correspondence, no contingency has been included within this estimate.

EVALUATION OF EXPLORATORY TEST PITS AND ANTICIPATED ROCK IMPACT ANALYSIS



	<u>Blue Line</u>		<u>Orange Dashed Line</u>		Contract	Est.	Est. Total
	Station	Impact Ripping Time	Length	Impact Average %	Install Cost \$/LF	Rock Premium \$/LF	Rock Impact \$
1	1738	33.40%	500	40.75%	\$255.29	\$104.03	\$52,016.28
2	2238	48.10%	300	38.65%	\$255.29	\$98.67	\$29,601.41
3	2538	29.20%	400	28.95%	\$255.29	\$73.91	\$29,563.11
4	2938	28.70%	200	28.05%	\$255.29	\$71.61	\$14,322.03
5	3138	27.40%	280	13.70%	\$255.29	\$34.98	\$9,793.10
6	3418	0.00%	320	3.35%	\$255.29	\$8.55	\$2,736.76
7	3738	6.70%	300	3.35%	\$255.29	\$8.55	\$2,565.71
8	4038	0.00%	300	0.00%	\$255.29	\$0.00	\$0.00
9	4338	0.00%	250	0.00%	\$255.29	\$0.00	\$0.00
10	4588	0.00%		0.00%	\$255.29	\$0.00	<u>\$0.00</u>

Total Anticipated Rock Impact Sta. 17+38 to Sta. 37+38 = \$140,598.40

Station 17+38			Station 19+38			Station 22+38			Station 25+38			
Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	
Bucket	0 to 5:30		NOT MONITORED BY GEOCON			Bucket	0 to 2:00		Bucket	0 to 8:00		
Ripper	5:30 to 7:15	2		Ripper	2:00 to 4:44	1.5	Ripper	8:00 to 11:30	6.8			
Bucket	7:15 to 10:10			Bucket	4:44 to 7:30		Bucket	11:30 to 16:00				
Ripper	10:10 to 12:29	3		Ripper	7:30 to 8:36	3	Ripper	16:00 to 19:00	7			
Bucket	12:29 to 15:08			Bucket	8:36 to 10:20		Bucket	19:00 to 25:00				
Ripper	15:08 to 15:18	4		Ripper	10:20 to 11:44	4	Ripper	25:00 to 28:00	7.4			
Bucket	15:18 to 19:19			Bucket	11:44 13:37		Bucket	28:00 to 32:30				
Ripper	19:19 to 20:44	5		Ripper	13:37 to 15:51	5						
Bucket	20:44 to 22:14			Bucket	15:51 to 17:24							
Ripper	22:14 to 24:41	6		Ripper	17:24 to 19:22	5.5						
Bucket	24:41 to 26:01			Bucket	19:22 to 20:56							
Ripper	26:01 to 27:43	7		Ripper	20:56 to 23:09	6						
Bucket	27:43 to 29:16			Bucket	23:09 to 24:37							
				Ripper	24:37 to 27:05	6.3						
				Bucket	27:05 to 29:17							
Equipment	CAT 335F			Equipment	CAT 328D		Equipment	CAT 335F		Equipment	CAT 328D	
Total Depth (ft.)	7.5			Total Depth (ft.)	7.5		Total Depth (ft.)	6.5		Total Depth (ft.)	8.15	
Duration (min)	29.26			Duration (min)	31*		Duration (min)	29.28		Duration (min)	32.5	
Dimensions (ft.;LxWxD)	7.5x3.5x7.5		Dimensions (ft.;LxWxD)	10x3.5x7.5		Dimensions (ft.;LxWxD)	6.5x4.5x6.5		Dimensions (ft.;LxWxD)	10x3.5x8.15		
Approx Vol (cu.yds.)	7.29		Approx Vol (cu.yds.)	9.72		Approx Vol (cu.yds.)	7.04		Approx Vol (cu.yds.)	10.56		
Excavation Rate (cu. Yds/min)	0.25		Excavation Rate (cu. Yds/min)	0.31		Excavation Rate (cu. Yds/min)	0.24		Excavation Rate (cu. Yds/min)	0.33		
Ripping (min)	9.78			*Estimated		Ripping (min)	14.09		Ripping (min)	9.5		
Ripping Time (%)	33.4					Ripping Time (%)	48.1		Ripping Time (%)	29.2		

STA. 17+00 to 26+50

Weak to very strong, completely weathered to moderately weathered granitic rock. Frequent ripping or rock breaking proable to achieve required excavation depth. Angular oversize rock fragments up to 30 inches may comprise approximately 15 to 30 percent of excavation spoils. Screening anticipated to achieve 4-inch minus backfill requirement.*

* Rock hardness and degree of weathering can vary substantially over short distances. The conditions summarized above represent the generalized conditions based on the excavated locations only.

Station 28+38			Station 31+38			Station 34+18			
Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling
Bucket	0 to 5:00		Bucket	0 to 7:30		Bucket	0 to 5:20		Bucket
Ripper	5:00 to 6:10	5	Ripper	7:30 to 10:00	3				Ripper
Bucket	6:10 to 7:50		Bucket	10:00 to 13:35					Bucket
Ripper	7:50 to 9:28	5.3	Ripper	13:35 to 15:00	5				
Bucket	9:28 to 12:08		Bucket	15:00 to 18:00					
Ripper	12:08 to 14:01	6	Ripper	18:00 to 20:00	5.5				
Bucket	14:01 to 16:20		Bucket	20:00 to 23:30					
			Ripper	23:30 to 25:15	6				
			Bucket	25:15 to 28:00					
Equipment	CAT 335F		Equipment	CAT 328D		Equipment	CAT 335F		Equipment
Total Depth (ft.)	6.5		Total Depth (ft.)	8		Total Depth (ft.)	8		Total Depth (ft.)
Duration (min)	16.3		Duration (min)	28		Duration (min)	5.3		Duration (min)
Dimensions (ft.;LxWxD)	7.5x3.5x6.5		Dimensions (ft.;LxWxD)	6x3x8		Dimensions (ft.;LxWxD)	9x4x8		Dimensions (ft.;LxWxD)
Approx Vol (cu.yds.)	6.32		Approx Vol (cu.yds.)	5.33		Approx Vol (cu.yds.)	10.67		Approx Vol (cu.yds.)
Excavation Rate (cu. Yds/min)	0.39		Excavation Rate (cu. Yds/min)	0.19		Excavation Rate (cu. Yds/min)	2.01		Excavation Rate (cu. Yds/min)
Ripping (min)	4.67		Ripping (min)	7.67		Ripping (min)	0		Ripping (min)
Ripping Time (%)	28.7		Ripping Time (%)	27.4		Ripping Time (%)	0.0		Ripping Time (%)

26+50

39+50

STA. 26+50 to 39+50

Weak to moderately strong, completely to moderately weathered granitic rock. Some ripping required. Angular oversize rock fragments upto 12 inches may comprise up to to 15 percent of excavation spoils. Limited screening ar requirement. Areas of loose undocumented fill also present (e.g. Sta. 34+18).*

Station 37+38		Station 40+38			Station 43+38			Station 45+88		
Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)
0 to 56:30 6:30 to 7:30 7:30 to 15:00	3	Bucket	0 to 7:12		Bucket	0 to 13:00		Bucket	0 to 6:00	
CAT 328D		Equipment	CAT 335F		Equipment	CAT 328D		Equipment	CAT 335F	
8		Total Depth (ft.)	7		Total Depth (ft.)	7		Total Depth (ft.)	8	
15		Duration (min)	7.2		Duration (min)	13		Duration (min)	6	
7x3x8		Dimensions (ft.;LxWxD)	63x7		Dimensions (ft.;LxWxD)	5x3x7		Dimensions (ft.;LxWxD)	6x36x8	
5.33		Approx Vol (cu.yds.)	4.67		Approx Vol (cu.yds.)	3.89		Approx Vol (cu.yds.)	5.33	
0.36		Excavation Rate (cu. Yds/min)	0.65		Excavation Rate (cu. Yds/min)	0.30		Excavation Rate (cu. Yds/min)	0.89	
1		Ripping (min)	0		Ripping (min)	0		Ripping (min)	0	
6.7		Ripping Time (%)	0.0		Ripping Time (%)	0.0		Ripping Time (%)	0.0	

STA. 39+50 to 46+87	
Anticipated to meet 4-inch minus backfill	Weak, completely to highly weathered granitic rock. Previously disturbed in some areas. Limited ripping possible in some areas. Limited screening anticipated to meet 4-inch minus backfill requirement.*

EXHIBIT “C”
POTENTIAL MITIGATION REQUIRED FOR CALIFORNIA GNATCATCHER (CAGN)

- C. Presence of the California Gnatcatcher (CAGN) was observed adjacent to the project site during protocol surveys conducted on February 8th, 9th and 14th. An exhibit showing the CAGN use area adjacent to the project alignment is furnished within the following pages of this Exhibit “C”.

The CAGN nesting season began on Wednesday, February 15th. In response, the project biologist, RECON Environmental (RECON) has initiated noise monitoring activities as required by environmental regulations.

In general, the noise impacts to CAGN use areas must remain below an hourly average of 60 dB. Noise monitoring data received to date has indicated an hourly average level of 58 dB. If construction related noise exceeds an hourly average of 60 dB then construction must be suspended until the hourly average noise level is reduced, or other affirmative measures to secure compliance are implemented.

The most common affirmative measure implemented in these cases is the construction of a Sound Wall adjacent to the construction activity to absorb and redirect the construction noise.

When a noise barrier blocks the line of sight between a source (i.e., construction activities) and receiver (i.e., riparian habitat), generally at least a 5 A-weighted decibel [dB(A)] reduction can be achieved. To determine the site-specific noise reduction that would be achieved, a barrier ranging in height from 10 to 16 feet was modeled at the project boundary between the construction area and the riparian habitat using the SoundPLAN model. Topography was also taken into account. Table 1 summarizes the anticipated noise reduction at the riparian habitat based on barrier height. The required height of the barrier will be determined based on the measured construction equipment noise levels at the edge of the riparian habitat during the non-breeding season and the necessary noise reduction needed to reduce construction noise levels to the established noise threshold.

Table 1	
Barrier Noise Level Reduction	
Barrier Height (Feet)	Noise Reduction [dB(A)]
10	-7
11	-8
12	-9
13	-11
14	-12
15	-13
16	-13

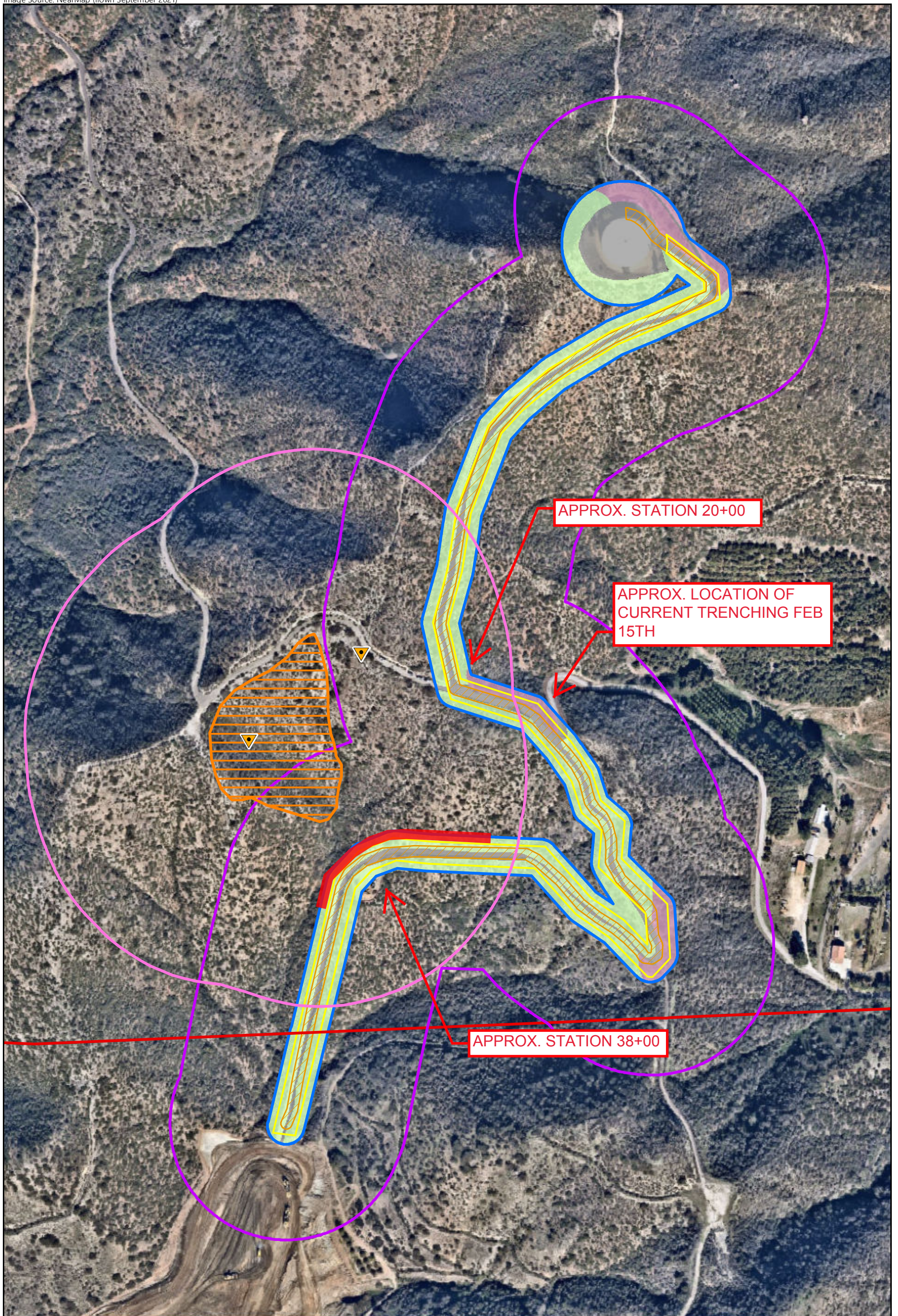
TPH recently utilized Greenfield Fence to construct plywood sound wall within adjacent areas of its Citro development project. A copy of the subcontract issued to Greenfield is enclosed within the following pages of this Exhibit "C".

The cost impact of a work suspension is approximately \$1,700/hour or \$13,600/day. For the purposes of this correspondence, TPH modeled a 625 lineal foot long sound wall along those portions of the alignment in closest proximity to the CAGN use area.

CAGN SOUND WALL VS. WORK SUSPENSION COST ANALYSIS

Sound Wall (16-Ft High)	625	LF	\$42	/ LF	\$26,250
Removal	625	LF	\$7	/ LF	<u>\$4,375</u>
					\$30,625
Sound Wall (8-Ft High)	625	LF	\$32	/ LF	\$20,000
Removal	625	LF	\$7	/ LF	<u>\$4,375</u>
					\$24,375
Work Suspension Impact			\$1,700	/HR	
			\$13,600	/DAY	

For the purposes of this correspondence an estimated cost impact of \$31,000 has been incorporated into the TPH recommendation.



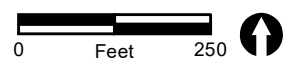
- Citro Project Boundary
- RMWD Easement
- Project Impacts
- Survey Area

- CAGN Survey Area
- CAGN Use Area
- CAGN Use Area 500 ft Buffer

- Sensitive Wildlife Observation**
- ▼ Coastal California Gnatcatcher (*Poliptila californica californica*)

Vegetation Communities

- Southern Mixed Chaparral
- Coastal Sage Scrub
- Developed Land





PROJECT: MEADOWOOD
TRADE: PLYWOOD SOUND WALL
DATE: FEBRUARY 20, 2020

CONTRACT: **129409-OL**
COST CODE: 70218004-1520-33050

<p>OWNER:</p> <p>PARDEE HOMES 13400 Sabre Springs Pkwy, Ste 200 San Diego, CA 92128 (858) 794-2500</p>	<p>SUBCONTRACTOR:</p> <p>Greenfield Fence, Inc. 4051 Oceanside Blvd Oceanside, CA 92056 Attn: Mike McLaughlin Telephone: 760-724-8131 Email: mike@greenfieldfenceinc.com</p>
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The following documents constitute the Job-specific Documentation for the Job described herein under Contract set forth above and incorporate by reference and are subject to all of the terms, conditions and definitions set forth in the latest signed "Subcontract Agreement and/or Material Supplier's Agreement" by and between Pardee Homes ("Pardee") and GREENFIELD FENCE, INC. ("Subcontractor"), dated February 20, 2020

In the event of any conflict between a provision of this Job-specific Documentation and any term or condition of the Subcontract Agreement, the term or condition of the Subcontract Agreement shall prevail unless this Job-specific Documentation expressly states that it is intended to supersede the Agreement with regard to the particular conflict.

EXHIBIT A: SPECIFICATIONS

I. PLANS, CODES, GENERAL CONDITIONS

1. Subcontractor shall furnish all required labor, supervision, material, equipment, supplies, permits, transportation, taxes, insurance and licenses to complete all "**PLYWOOD SOUND WALL FENCING**" per the specifications per Greenfield Fence proposal:
 - a) Subcontractor acknowledges that he has visited the site and accepts all site conditions in order to perform the work
2. All work shall be performed in a manner acceptable to Pardee Homes and shall conform to the requirements of the Federal Housing Administration (FHA), the Veterans Administration (VA) and all government agencies having jurisdiction over this work.
3. Prior to starting any work under this contract Subcontractor shall meet with Pardee Superintendent and related subtrades to coordinate all of the details of the work including review of the plans and specifications, dimensions, schedules, models and prior production units if they exist. Subcontractor agrees that he has inspected and accepts all existing conditions and is aware of all the details for which he is responsible.
4. Subcontractor shall keep on his work during its progress a competent, English speaking foreman, who is able to communicate fluently with his employees, and any necessary assistant, all satisfactory to Pardee. The foreman shall not be changed by Subcontractor unless the foreman proves to be unsatisfactory to Subcontractor and ceases to be in his employ. The foreman shall represent Subcontractor in his absence and all directions given to him shall be binding as if given to Subcontractor. Subcontractor's foreman shall be familiar with all contract documents, plans and specifications. Pardee reserves the right to disapprove Subcontractor's foreman at any time during construction. In such case, Subcontractor shall immediately provide other qualified supervision acceptable to Pardee.
5. Drinking water, cups and shade as required by governing authorities shall be provided by Subcontractor for their employees on Pardee's project site. Sanitary facilities at Pardee project sites shall be provided by Pardee.
6. It is hereby agreed between Pardee Homes and Subcontractor that Subcontractor agrees to conform to the following guidelines in the conduct of his business. These guidelines shall be a condition of the Subcontract Agreement and any deviation will be a violation of this contract and grounds for immediate termination of the contract by Pardee Homes and removal of the Subcontractor from the job.
 - a) All workers hired shall have legal United States Immigration and Naturalization Service status as to citizenship or residence and right to work. Same shall be documented with I-9 form, Social Security card and a form of photographic identification such as a valid drivers license.
 - b) All workers shall be hired directly by and work directly for Subcontractor. No intermediate labor contractors are to be used.
 - c) Subcontractor agrees to maintain a training program to assure workers keep current in proper trade and safety practices.
 - d) Subcontractor shall comply with all applicable laws.
 - e) In respect to company payroll, all payments to be made by regular company payroll checks. No payments to be made in cash. Same to be documented by payroll records and canceled checks subject to Pardee's inspection.

II. JOB PREPARATION

1. The Fencing Subcontractor, Landscape Subcontractor, Finish Grading Subcontractor and Pardee Superintendent shall meet, prior to the commencement of work on the project, to agree upon the condition of the site which shall be accepted by Fencing Subcontractor. The Grading Subcontractor and Fencing Subcontractor shall be mutually responsible for the final finish grade.



PROJECT: MEADOWOOD
 TRADE: PLYWOOD SOUND WALL
 DATE: FEBRUARY 20, 2020

CONTRACT: 129409-OL
 COST CODE: 70218004-1520-33050

III. DETAILED DESCRIPTION OF WORK

L.F. SUPPLY & INSTALL 16' HIGH PLYWOOD SOUNDWALL \$42.00 PER. L/F

L.F. SUPPLY & INSTALL 8' HIGH PLYWOOD SOUNDWALL \$32.00 PER. L/F

OPTION: REMOVAL OF SOUND WALL @ \$7.00 PER. L.F.

OPTION: RE-INSTALL 16' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$24.50 PER. L.F.

OPTION: RE-INSTALL 8' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$15.00 PER. L.F.

NOTE: ALL MATERIALS THAT ARE TO BE REMOVED AND STORED FOR FUTURE USE, ARE TO BE STORED AND COVERED AT OUR OCEANSIDE FACILITY. THESE MATERIALS ARE TO RE-USED FOR FUTURE RE-INSTALLATION AT THE ABOVE OPTION PRICING.

SPECS: 5/8" X 48" X 96" CDX PLYWOOD, 2" X 4" DOUGLAS FIR HORIZONTAL RAILS, 4" X 6" DOUGLAS FIR POSTS 8' O.C. SET IN 10" X 36" HOLES AND HANDPACKED WITH SPOILS. THE PLYWOOD TO BE HORIZONTALLY STACKED AND ATTACHED TO POSTS USING WOOD SCREWS. DIAGONAL BRACING INSTALLED WHERE NEEDED USING 2" X 4" DOUGLAS FIR. ALL SPOILS TO BE SPREAD ON SITE AT LOCATION OF THE SOUND WALL. SOIL COMPACTION NOT INCLUDED.

EXCLUSIONS: PERMITS, ENGINEERING, FEES, INSPECTIONS, STRUCTURAL CALCS, ACOUSTIC CALCS & DATA.

IV. SITE CLEAN UP

1. Subcontractor shall keep the jobsite clean at the end of each day. All trash generated by your work on the job must be placed in the dumpster or location approved by Pardee Superintendent, for future pick up by the Clean Up Contractor. Daily broom sweeping by subcontractor is required at the end of each day in any home that work was performed.
2. Dirt removed during the digging of post holes shall be hand raked neatly along property line in a fashion that does not interfere with finish grading and drainage.

V. PRODUCTION SCHEDULE

1. Subcontractor shall provide and maintain a sufficient labor force, materials and equipment to complete the work expeditiously and per schedule requirements as directed by Pardee Superintendent. Strict adherence to production schedules and quality workmanship are of prime importance to Pardee Homes. Subcontractor's attention is directed to Paragraphs entitled "Scheduling of Work", "Liquidated Damages for Delays by Subcontractor" and "Remedies for Default by Subcontractor", of this Subcontract Agreement. These provisions will be strictly enforced should Subcontractor fail to meet Pardee's production schedules.
2. All work is to proceed as directed by Pardee. Subcontractor will coordinate all work with other trades working in conjunction with Subcontractor.
3. Subcontractor shall be present at all construction meetings as requested by Pardee. Subcontractor shall have a company principal and the jobsite foreman attend each meeting if requested.

VI. CUSTOMER SERVICE

1. Subcontractor guarantees the work for one year after completion. Subcontractor shall respond to and investigate all customer service complaints within forty-eight (48) hours after receipt thereof, and Subcontractor shall completely correct all of said complaints within a period of five (5) working days. Should Subcontractor fail to perform the obligations stated herein, Pardee shall have the option to contract for or to perform any service required to satisfy customer service complaints and backcharge Subcontractor for all costs incurred.

VII. HAZARDOUS MATERIALS

1. **HAZARD COMMUNICATION STANDARDS (O.S.H.A.):** Pardee's written hazard communication program is available in the Vice President/Director Of Construction Operation's office and every field construction office for review by Subcontractors and Subcontractor's employees. Subcontractor shall comply with all provisions of the program in effect at any time and shall comply with all legal requirements applicable to Subcontractor and Subcontractor's employees with regard to hazardous chemicals to which they may be exposed. Subcontractor shall provide Vice President/Director of Construction Operations with appropriate material safety data sheets (M.S.D.S.) and receive written permission from Pardee Vice President/Director of Construction Operations prior to delivering a hazardous chemical to a Pardee work site. In the event of a spill (or release) of a reportable quantity of a hazardous substance, Subcontractor shall immediately notify Pardee Superintendent and Pardee Vice President/Director of Construction Operations. Subcontractor shall be responsible for statutory reporting and shall bear all costs for clean up.



PROJECT: MEADOWOOD
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VIII. SAFETY RULES AND REGULATIONS COMPLIANCE (O.S.H.A.)

1. Subcontractor shall have and exercise full responsibility for compliance with Pardee and OSHA safety rules and regulations for itself, its agents, employees, materialmen and sub-subcontractors with respect to its portion of the Work on the Job, and shall directly receive, respond to, defend and be responsible for any citation, assessment, fine or penalty by reason of Subcontractor's failure of Subcontractor's agents, employees, materialmen and sub-subcontractors to so comply.
2. Subcontractor shall provide all necessary safety training and equipment for their employees to comply with Pardee and OSHA requirements.
3. Subcontractor shall ensure compliance with all OSHA and Pardee requirements for fall protection.
4. Subcontractor shall comply with all applicable laws and shall have in place, a written injury and illness prevention program which includes:

a) Identify below the person or persons responsible for implementing Subcontractor's Safety program.

Name:	<u>Alex Hernandez</u>	Phone	<u>760-724-8131</u>
E-mail:	<u>alex@greenfieldfenceinc.com</u>		

- b) The employer's system for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices, including investigation of injuries and illnesses.
 - c) The employer's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner.
 - d) An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.
 - e) The employer's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.
 - f) The employer's system for ensuring that employees comply with safe and healthy work practices which may include disciplinary action.
5. Hard hats are required on all Pardee active construction sites including onsite and offsite construction activities. Subcontractor shall furnish hard hats for all of his employees and require that they wear them while on Pardee's project site and out of vehicles which includes wearing hard hats while inside the structures. A citation of non-compliance shall be levied against Subcontractor's employees who fail to wear a hard hat on Pardee active construction sites. Citations shall be issued by Pardee's Vice President/Director of Construction Operations and/or Pardee's Project Superintendent and/or Pardee's Assistant Superintendent. An amount of \$25.00 for each occurrence will be deducted from payment due Subcontractor. Repeated infractions and non-compliance may result in a) banning of non-complying employee from Pardee jobsites and/or b) termination of Subcontractor's right to proceed with his contract work including all remedies as set forth in paragraph entitled "Remedies for Default by Subcontractor".
 6. Subcontractor is aware and will be responsible for ensuring compliance from subcontractor's employees and suppliers the following job site requirements:
 - a) no drugs (including possession or usage)
 - b) no weapons
 - c) no visitors or children
 - d) no pets
 - e) no alcoholic beverages
 - f) no loud music
 - g) immediate removal from jobsite of any employee violating Pardee's Safety guidelines
 7. Subcontractor's field employees shall participate in a brief environmental training on avoidance of site sensitive biological resources. Pardee's Superintendent will present the training video to the field staff prior to commencing work.
 8. Subcontractor shall not be held liable for any damages involved with the sound wall including wind, storm or rain. Subcontractor shall be responsible for any damages caused by faulty installation



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IX. PRODUCT AND MATERIAL SPECIFICATIONS

Wood Chain Link	Vinyl Masonry	GREENFIELD FENCE INC.	Tubular Fence Glass Fence Automated Entry Systems
PROPOSAL/CONTRACT 4051 Oceanside Blvd. Oceanside, CA 92056 Phone 760-724-8131 Fax 760-724-8483 License #568973			
PROPOSAL SUBMITTED TO: Pardee Homes		PHONE: 858-794-2503	FAX:
STREET: 13400 Sabre Springs Parkway, Suite 200,		DATE: 1/18/20	
CITY, STATE & ZIP CODE: San Diego, Ca 92128		JOB NAME: MEADOWOOD	
		DS	
		ATT: CHRIS NICHOLS	
We hereby submit an estimate to furnish Labor and Materials for:			
3500	L.F. RE-INSTALL 16' HIGH SOUNDWALL USING EXISTING MATERIALS	\$24.50	PER. L/F = \$ 85,750.00
OPTION: ANY HARD ACCESS WILL BE AN ADDITIONAL CHARGE OF @ \$5.00 PER. L.F. PRICE SUBJECT TO CHANGE. OPTION: RE-INSTALL 8' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$15.00 PER. L.F. OPTION: REMOVAL OF SOUND WALL @ \$7.00 PER. L.F.			
GREENFIELD FENCE INC. WILL NOT BE HELD LIABLE FOR ANY DAMAGES INVOLVED WITH THE SOUND WALL INCLUDING WIND, STORM, RAIN AND/OR ANY ACTION THAT MAY ARISE.			
SPECS: 5/8" X 48" X 96" CDX PLYWOOD, 2" X 4" DOUGLAS FIR HORIZONTAL RAILS, 4" X 6" DOUGLAS FIR POSTS 8' O.C. SET IN 10" X 36" HOLES AND HANDPACKED WITH SPOILS. THE PLYWOOD TO BE HORIZONTALLY STACKED AND ATTACHED TO POSTS USING WOOD SCREWS. DIAGONAL BRACING INSTALLED WHERE NEEDED USING 2" X 4" DOUGLAS FIR. ALL SPOILS TO BE SPREAD ON SITE AT LOCATION OF THE SOUND WALL. SOIL COMPACTION NOT INCLUDED.			
EXCLUSIONS: PERMITS, ENGINEERING, FEES, INSPECTIONS, STRUCTURAL CALCS, ACOUSTICAL CALCS & DATA.			
IF OCIP APPLIES SIR NOT TO EXCEED \$1500.00 CREDIT CARD CHARGES: CONVENIENCE FEE MAY APPLY. PRICE SUBJECT TO CHANGE DUE TO SPECIAL DIGGING REQUIRED AFTER DIG ALERT.		TOTAL = \$ 85,750.00	
NOTE FOLLOWING CONDITIONS:	PENDING CREDIT APPROVAL. PAYMENT TERMS: NET 15 DAYS. PRICE INCLUDES ALL LABOR, MATERIAL, TAXES, ETC. NECESSARY TO COMPLETE JOB. FIELD MEASURED UPON COMPLETION AND BILLED AT AGREED PRICES. PRICE EXCLUDES CORE DRILLING, GRADING, STAKING, PERMITS, SURVEYING, DAMAGES TO UNDERGROUND UTILITIES, SPRINKLERS, OR PROPERTY DUE TO INSTALLATION OR REMOVAL. ALL PROPERTY MARKERS ARE TO BE VISIBLE AT THE START OF WORK. IF NOT, GREENFIELD FENCE, INC. DOES NOT ASSUME ANY RESPONSIBILITY FOR THE WRONG PLACEMENT OF FENCE OR WALL. ANY CHANGE IN THIS QUOTE DURING CONSTRUCTION WILL RESULT IN A CHARGE FOR THE EXTRA WORK PERFORMED. PRICE DOES NOT INCLUDE OCIP/WRAP INSURANCE PROGRAMS. LUMBER PRODUCTS ARE NOMINAL SIZES SET BY THE MANUFACTURERS. BILLABLE PAPERWORK IS REQUIRED PRIOR TO WORK. NO BOND OF ANY KIND INCLUDED IN BID. WORK MUST COMMENCE WITHIN 30 DAYS OF ACCEPTANCE. THIS QUOTATION VALID FOR 5 DAYS. WE ARE A NON-UNION SHOP.		
ACCEPTANCE OF PROPOSAL: Signature: _____ Date: _____		AUTHORIZED SIGNATURE: _____ GEOFF CULP	
In the event that either party becomes involved in litigation, arbitration or any other alternate dispute resolution arising out of or relating to this contract or the performance of it, the court or tribunal in such arbitration or litigation shall award reasonable fees and costs incurred to the prevailing party including attorneys fees, expert witness fees, court costs and other costs arising out of or relating to resolution of the dispute.			
Payments to be made as follows: All materials are guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. All property markers must be at the start of construction or otherwise we do not assume any responsibility whatsoever for any fences in their wrong location.		Notice "Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.) Any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for this work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."	
		www.greenfieldfenceinc.com	
		REV2012	



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IX. PRODUCT AND MATERIAL SPECIFICATIONS (continued)

SPECS: 5/8" X 48" X 96" CDX PLYWOOD, 2" X 4" DOUGLAS FIR HORIZONTAL RAILS, 4" X 6" DOUGLAS FIR POSTS 8' O.C. SET IN 10" X 36" HOLES AND HANDPACKED WITH SPOILS. THE PLYWOOD TO BE HORIZONTALLY STACKED AND ATTACHED TO POSTS USING WOOD SCREWS. DIAGONAL BRACING INSTALLED WHERE NEEDED USING 2" X 4" DOUGLAS FIR. ALL SPOILS TO BE SPREAD ON SITE AT LOCATION OF THE SOUND WALL. SOIL COMPACTION NOT INCLUDED.

OPTION: REMOVAL OF SOUND WALL @ \$7.00 PER. L.F.

OPTION: RE-INSTALL 16' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$24.50 PER. L.F.

OPTION: RE-INSTALL 8' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$15.00 PER. L.F.

NOTE: ALL MATERIALS THAT ARE TO BE REMOVED AND STORED FOR FUTURE USE, ARE TO BE STORED AND COVERED AT OUR OCEANSIDE FACILITY. THESE MATERIALS ARE TO RE-USED FOR FUTURE RE-INSTALLATION AT THE ABOVE OPTION PRICING.

End Exhibit A



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 COST CODE: 70218004-1520-33050

EXHIBIT B: PRICE AND PAYMENT SCHEDULE

I. PRICE SCHEDULE-ACCT CODE: 70218004-1520-33050

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16' 0" High Plywood Sound Wall	3,500 LF	\$24.50/LF	\$85,750.00
8' 0" High Plywood Sound Wall	0 LF	\$15.00/LF	\$0.00
TOTAL			\$85,750.00

B. ALTERNATES

ITEM	DESCRIPTION	UNIT PRICE
1	Removal of Sound Wall	\$7.00/LF
2	Re-Install 16' high Sound Wall Using Existing material	\$24.50/LF
3	Re-Install 8' high Sound Wall Using Existing material	\$15.00/LF

Note: All material that are to be removed and stored for future use, are to be stored and covered at Subcontractor's facility in Oceanside. These materials are to be available for re-use for future re-installation at the above listed Alternate pricing.

C. EXTRA WORK

- If Pardee requests that Subcontractor perform additional work, Subcontractor shall perform such additional work at price rates agreed to prior to commencement of work. All work performed on a time and material basis shall be approved in writing daily by Pardee's Superintendent and the original (approved) daily work tickets shall accompany the invoice for payment.

LABOR RATE: Foreman w/ helper \$ 65.00/HR

II. PRICE GUARANTEE

Subcontractor guarantees that the contract prices set forth in this Exhibit for All Units Released for Construction are firm through **December 31, 2021** (the "Price Guarantee Expiration Date"). The term "All Units Released for Construction" shall include all work for which either (a) Pardee has sent either a Construction Release letter or an Application for Payment to Subcontractor by either regular U. S. Mail or transmission to Subcontractor's email address or fax number as listed in the Subcontract Agreement or (b) physical work has commenced by any subcontractor on the first unit in such phase on or before the Price Guarantee Expiration Date. Pardee, in its sole discretion, retains the option to award future construction releases. **Subcontractor agrees to honor the current approved price schedule set forth in this Exhibit (the "Approved Price Schedule") for All Units Released for Construction through the Price Guarantee Expiration Date and thereafter until the Approved Price Schedule is superseded by a new written price schedule furnished by Subcontractor to Pardee ninety (90) days before the date Subcontractor proposes for its effectuation and approved by Pardee in writing prior to its effectuation.** It is further agreed that any purported increase in the costs of labor, material and/or equipment by Subcontractor subsequent to the Price Guarantee Expiration Date without Pardee's prior written approval shall at Pardee's option constitute termination of the Subcontract Agreement per Pardee's written notice thereof sent to Subcontractor by either regular U. S. Mail or transmission to Subcontractor's email address or fax number as listed in the Subcontract Agreement.

III. PAYMENT SCHEDULE:

- Subject to other provisions of this contract pertaining to payment, work is subject to field measurement and will be paid for twice each month upon receipt of invoice approved by Pardee's Field Superintendent for quantities completed.

DRAW #1 (35500): 100% Upon completion of all work.

- RETENTION:** 10% retention will be withheld from all invoices submitted for payment until (35) days after the notice of completion has been filed on the last house in each production release. Notwithstanding the foregoing, Pardee may withhold a greater amount, or may withhold for a longer period, or both, as determined by Pardee for any of the reasons enumerated in that paragraph of the Subcontract Agreement entitled "Payment to Subcontractor."
- OCIP INSURANCE CREDIT:** All payments made to Subcontractor shall be reduced by the percentage set forth in the applicable OCIP addendum attached to the Subcontract Agreement. The OCIP insurance credit will be calculated on the gross invoice amount. OCIP insurance credits will not be withheld from retention payments. Subcontractor shall show the insurance credit as a deduction from the net amount on each invoice. Invoices not showing credits taken will be returned to Subcontractor.
- OCIP SIR CONTRIBUTION:** The maximum SIR contribution for each enrolled subcontractor is set forth in the applicable OCIP addendum attached to the Subcontract Agreement.



PROJECT: MEADOWOOD
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IV. EXPEDITING PAYMENT

All invoices must be submitted in accordance with Pardee Billing Package, a complete copy of which was forwarded to you with the fully executed contract. The following is a summary of common problems which often cause delays in payment:

- A. FIELD APPROVAL OF INVOICES:** Invoices must be submitted directly to the relevant local Area Construction office for approval by Pardee Superintendent and Area Manager. The local office will then forward approved invoices to Pardee Accounts Payable, Los Angeles, for processing during the next payment cycle.
- B. INSURANCE:** Subcontractor, if eligible, must be enrolled in Pardee's wrap-up insurance program. Subcontractor must also provide a satisfactory certificate of insurance for automobile liability and for workers' compensation, general liability for operations away from the project site and other insurance which are not otherwise insured under the Wrap-Up. Pardee and the Wrap-up Administrator must be named as additional insured, all as more specifically set forth in the attached contract Addendum.

Subcontractor shall provide to Pardee Homes the name and telephone number of the company representative responsible for handling Wrap-Up insurance enrollment and/or company insurance questions.

	Contact Name	Phone Number
Company Insurance Representative:	<u>Mike McLaughlin</u>	<u>760-724-8131</u>
E-Mail Address:	<u>mike@greenfieldfenceinc.com</u>	

MATERIAL SUPPLIERS: Pardee Accounts Payable Department must have your affidavit of Seller/Subcontractor/Supplier prior to the commencement of work. A new affidavit must be submitted as additions or deletions are made.

- C. LIEN RELEASES:** All relevant lien releases, as detailed in the billing package, must be submitted with each invoice. Releases are to be signed by an owner or corporate officer. We must have approval, in writing by an owner or corporate officer, of all other persons authorized to sign releases.

E. INVOICING:

- Invoices shall include the following information:
 - Contract number
 - Project name
 - Phase and lot numbers being invoiced where applicable
- Extras and options shall be invoiced separate from contract billing.

End Exhibit B

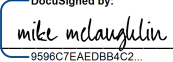


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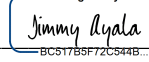
CONTRACT: **129409-OL**
COST CODE: 70218004-1520-33050

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth below.

Greenfield Fence, Inc.:

Signed by: 
9596C7EAEDBB4C2...
Typed name: mike mcLaughlin
Title: president
Date: 2/25/2020
License #: 568973

PARDEE HOMES:

Signed by: 
BC517B5F72C5A4B...
Typed name: Jimmy Ayala
Title: Division President
Date: 2/25/2020
CALIF. LICENSE #251810
Tract / Job: **MEADOWOOD**

**ADDENDUM NO. 1 TO JOB-SPECIFIC DOCUMENTATION
CERTIFICATION OF NO M.S.D.S. AND HAZARDOUS MATERIALS**

Subcontractor hereby certifies that Subcontractor's work materials do not require a Material Safety Data Sheet and that no hazardous substances are to be used in its operations on the job site (or if appropriate, indicate "all operations").

(IMPORTANT: SUBCONTRACTOR SHALL INITIAL THE BOX IF APPLICABLE. IF NOT INITIALED, SUBCONTRACTOR'S COMPLIANCE TO THE CONTRACT SECTION HEADED ITEM 29. HAZARDOUS COMMUNICATION STANDARDS (O.S.H.A.) SHALL APPLY REGARDING SUBMITTAL OF M.S.D.S. DOCUMENTATION.)

Note: Reducing chemical risk is a continued focus at Pardee Homes. Our chemical management policy sets clear expectations for "no new purchases" of products containing polychlorinated biphenyls, asbestos or lead-based paints and "restricted use only" of products containing chlorinated solvents, mercury compounds or aerosol propellants.

End Addendum 1

EXHIBIT "D"
ASSOCIATED GEOTECHNICAL SUPPORT
SOFT COSTS

- D) Associated Geotechnical Soft Costs: This item includes Geotechnical Support Services associated with the project's duration, observing and monitoring the impacts of hard rock upon the excavation, supporting exploratory test pit excavation and evaluating the potential impacts of hard rock along the alignment.

A proposal from TPH's geotechnical engineer, Geocon is enclosed herein in the amount of \$80,000.

Geotechnical Services (Current)	\$59,000
Geotechnical Services (Additional)	\$80,000
Geotechnical Services (Revised Total)	\$139,000

Subject: 18-inch Offsite - Rainbow Water Line
Date: Thursday, February 17, 2022 at 2:09:26 PM Pacific Standard Time
From: Rod Mikesell
To: April Tornillo, Mark Sullivan
Attachments: image001.png, image002.jpg, Summary of Costs (Revised).docx

Mark and April,

As requested, appended to this e-mail is a summary of costs for the 18-inch offsite Rainbow Water Line.

The original Geocon proposal anticipated a scope for observation of contractor backfill and compaction testing equal to approximately 4.5-hours/day over a 9-week duration of dig, lay and backfill operations. The estimate was prepared prior to receipt of bids and receipt of the Contractor's construction schedule. During the preconstruction meeting, the contractor furnished a schedule indicating dig, lay and backfill activities with a combined duration of 28-weeks.

Using an extended duration of 19 weeks beyond the original 9-week duration, we estimate an additional cost of \$77,750 will be required to observe backfill, provide compaction testing, perform periodic observation of the contractor's hard rock excavations, observe test pit excavations, and furnish office support for hard rock evaluation.

A breakdown of the \$77,750 additional costs is as follows:

Allowance for Compaction Testing for water main backfill; 4 hours per day for 19 weeks = \$47,500
Allowance for Observation of Hard Rock Excavation; 2 hours per day for 19 weeks = \$23,750
Evaluation of Test Pits for Hard Rock = \$3,000
Office Time for Hard Rock Evaluation = \$3,500

Let me know if you have any questions.



Rod Mikesell, GE | Vice President/Senior Engineer

Geocon, Incorporated

6960 Flanders Drive San Diego, CA 92121

Office 858.558.6900 Ext. 220 Mobile

619.818.0206

mikesell@geoconinc.com / www.geoconinc.com / [Facebook](#) / [LinkedIn](#)

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[Geotechnical Engineering](#) [Environmental Services](#) [Engineering Geology](#) [Construction Inspection](#)
Land Development Transportation Infrastructure Institutional Brownfields/Redevelopment Natural Resources

**SUMMARY OF EXISTING WORK ORDER AND
ADDITIONAL COSTS BASED ON 28-WEEK DURATION AND FOR HARD ROCK**

Item	Original Work Order Budget	*Additional Costs	Estimated Total Cost
Compaction Testing Backfill and Hard Rock Observation	\$25,000	\$77,750	\$105,000
R-Value sampling and testing	\$2,500	0	\$2,500
Compaction Testing – Pavement	\$25,000	0	\$25,000
Geotechnical Consultation	\$3,000	0	\$3,000
Laboratory Testing	\$2,500	0	\$2,500
Final Report Preparation	\$1,000	0	\$1,000
Total:	\$59,000	\$77,750	\$136,750

*Based on 28 week excavation and backfill duration. A duration greater than this may occur due to extra time required for hard digging.

EXHIBIT "E"
 ASSOCIATED NOISE MONITORING AND BIOLOGICAL CONSULTANT
 SOFT COSTS

- E) Associated Noise Monitoring and Biological Consultant: This item includes additional biological support services and noise monitoring associated with the presence of the California Gnatcatcher adjacent to the project alignment.

A proposal from TPH's biologist, RECON is enclosed herein in the amount of \$39,420.

Biological Services (Current)		\$10,000
Biological Services (Additional)		
Noise Monitoring (2-weeks)	\$12,000	
Noise Monitoring (4-weeks)	\$24,000	
CAGN Support Services	\$3,420	
Biological Services (Subtotal)		\$39,420
Biological Services (Revised Total)		\$49,420

Subject: RE: [External] Rice Canyon Pipeline Project - CAGN observed / Recon Cost Impacts
Date: Wednesday, February 16, 2022 at 2:00:06 PM Pacific Standard Time
From: Jennifer Campos
To: Mark Sullivan, April Tornillo
CC: Andrew Smisek, Jade Woll, Erika Powers
Attachments: image001.png, image002.png, image003.png, image004.png, image005.png, image006.png, image007.png, image008.png, image009.png, KKK-88_Tri Pointe Homes.doc

Mark and April,

See attached for the work order request for additional noise monitoring.

Jennifer Campos
Project Director



RECON Environmental, Inc.
3111 Camino del Rio North, Suite 600
San Diego, CA 92108-5726
(619) 308-9333 ext. 123

CA SB | SBA SB

[Website](#) | [Instagram](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#)

From: Jennifer Campos
Sent: Wednesday, February 16, 2022 12:48 PM
To: Mark Sullivan <mjsullivan@mjscm.onmicrosoft.com>; April Tornillo <April.Tornillo@TriPointeHomes.com>
Cc: Andrew Smisek <asmisek@reconenvironmental.com>; Jade Woll <jwoll@reconenvironmental.com>
Subject: FW: [External] Rice Canyon Pipeline Project - CAGN observed / Recon Cost Impacts

Mark and April,

As discussed, I'll get you a work order today.

Below is more info as discussed:

We had originally budgeted approx. \$12,000 for noise monitoring with the existing authorization, that will cover us for approximately 10 days (2 weeks) of full-time noise monitoring. We are estimating approximately 4 more weeks of monitoring which at approximately \$26,000. Because noise levels have been close to the 60dBA threshold, its likely that walls will need to be installed.

Actual costs will depend on a few factors:

1. If the noise levels go over the threshold, noise walls would need to be installed.
2. If walls get installed and we can demonstrate noise is consistently reduced below the threshold, then we can reduce the monitoring to weekly site checks.
3. If the gnatcatchers leave the area, the monitoring can stop
4. If the gnatcatchers remain in the area for the length of construction then it will likely require more than the estimated \$24,000

Jennifer Campos

Project Director



RECON Environmental, Inc.

3111 Camino del Rio North, Suite 600
San Diego, CA 92108-5726
(619) 308-9333 ext. 123

CA SB | SBA SB

[Website](#) | [Instagram](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#)

From: Mark Sullivan <mjsullivan@mjscm.onmicrosoft.com>

Sent: Wednesday, February 16, 2022 10:12 AM

To: Andrew Smisek <asmisek@reconenvironmental.com>; Jennifer Campos <jcampos@reconenvironmental.com>

Cc: Jade Woll <jwoll@reconenvironmental.com>; April Tornillo <April.Tornillo@TriPointeHomes.com>

Subject: Re: [External] Rice Canyon Pipeline Project - CAGN observed / Recon Cost Impacts

Importance: High

Andrew and Jennifer,

Tri Pointe needs to understand what cost impacts the noise monitoring and CAGN presence may have to their services agreement with Recon.

We are trying to get a letter written by the end of the day today.

Can you review your scope of work and proposal and furnish an updated proposal by mid-afternoon?

Mark Sullivan, Principal Engineer

MJS Construction Mgmt. & Eng. Inc.

WORK AGREEMENT

Contract No.
This Section for TPH Use Only

Consultant Information:	
Name	RECON Environmental
Address	3111 Camino del Rio N. Suite 600
	San Diego, CA 92108
Attention	Gina P. Session
Telephone	619-308+9333 x 151
Email	gssisson@reconenvironmental.com
Consultant Ref. No.	3706-2 KKK-88

Tri Pointe Homes Information:	
Master Planned Community	Meadowood
Project Name	Overall Majors
Project No.	70218003
Cost Code No.	
<p style="text-align: center; font-size: small;"><i>This Work Agreement is a (check <u>one</u>):</i></p> <p style="margin-left: 20px;"> <input type="checkbox"/> New Contract <input checked="" type="checkbox"/> Change Order to Existing Contract No.: </p>	

Part 1 – Agreement

This **“Work Agreement”** is entered into pursuant to and is hereby made a part of that certain Master Agreement for Professional Services (the **“Master Agreement”**) dated the 5th day of February, 2018, between **Tri Pointe Homes IE-SD, Inc.** (fka Pardee Homes), a California corporation, (**“Contractor”**) and **RECON Environmental, Inc., Inc.** a (**“Consultant”**). This Work Agreement specifically incorporates herein by reference all the terms and conditions of said Master Agreement as if set forth herein in full. If any terms or conditions of this Work Agreement should conflict with any terms or conditions of the Master Agreement, then the Master Agreement shall prevail. Except as provided herein, all provisions of the Master Agreement shall remain in full force and effect.

Part 2 – Scope of Work - See Below and Exhibit A

1. **Coordination with Client.** RECON will coordinate with the client throughout construction monitoring, including communication with Tri Pointe Homes and RMWD regarding schedule changes and the need for monitors on-site. The scope includes up to **20 hours of client** coordination..
2. **Gnatcatcher Noise Monitoring.** This scope of work includes an additional **4 weeks** of noise monitoring due to the documented presence of gnatcatcher in the project vicinity. It is anticipated that noise walls will be required based on noise levels recorded to date. RECON will continue noise monitoring at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If additional monitoring is required based on actual construction activities and noise levels in relation to gnatcatcher territories, an additional authorization will be requested.

Part 3 – Schedule of Payments – See Below and Exhibit B

Task Description	Amount	Type (FF or T&M)
1. Coordination and Consultation	\$3,400	
2. Gnatcatcher Noise Monitoring	\$24,000	
Total:	\$27,400	

Payments to Consultant shall be made pursuant to the Payment Schedule set forth above and/or as outlined in Exhibit B hereto and as set forth in Section 5 of the Master Agreement Consultant acknowledges that timely submission to Contractor of billing invoices is an essential requirement of this Work Agreement. Accordingly, Consultant must *submit a billing invoice for any Services rendered under this Work Agreement no later than six (6) months after the rendering of such Services*; the parties agree that Contractor shall have no obligation to pay any billing invoice (or portion thereof) or otherwise compensate Consultant pertaining to any Service rendered more than six (6) months prior to Contractor’s receipt of the billing invoice therefore.

Part 4 - Authorization

TRI POINTE HOMES		CONSULTANT
		<i>Michael Z. Page</i>
(Name and Title)	Date	Michael Page, Senior Vice President 2/16/2022

Part 5 - Billing Information

Bills for the above-described work must include:

1. A copy of this signed Work Order
2. A copy of the Contractor-issued Application For Payment (AFP)
3. A billing summary that provides at a minimum: Task Description, Current Billing, Current Billing Explanation, Contract Amount, Total Billed, Total Percent Billed
4. Lien releases as appropriate

**AMENDMENT 2
TO PARTICIPATION AGREEMENT
FOR THE DESIGN, CONSTRUCTION AND FUNDING
OF PORTIONS OF THE RICE CANYON PIPELINE
AND RELATED FACILITIES**

This Amendment 2 to Participation Agreement for the Design, Construction, and Funding of the Rice Canyon Pipeline and Related Facilities (“Agreement”) from the Rice Canyon Reservoir through the Citro development project, dated as of April 28, 2021 made by the Rainbow Municipal Water District (“RMWD”), a California municipal water district and Tri Pointe Homes IE-SD, Inc. (f/k/a Pardee Homes) (“Tri Pointe Homes”), a California corporation. Tri Pointe Homes and RMWD may be individually referred to as “Party” and collectively the “Parties.”

RECITALS

A) Tri Pointe Homes owns approximately 374.7 acres of certain uninhabited real property located in the undeveloped area of the County of San Diego (“County”) within the adopted Fallbrook Community Plan Area and the Valley Center Municipal Water District (“VCMWD”) services area, adjacent to the jurisdictional boundaries of RMWD (“Project Site”), as described in Exhibit A and depicted on Exhibit B, attached hereto.

B) Tri Pointe Homes and RMWD entered into an annexation agreement that provided for Tri Pointe Homes to construct water facilities to provide service, in part, to the Citro residential development project (the “Project”) in exchange for reimbursement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Parties as herein expressed, RMWD and Tri Pointe Homes agree to amend this Participation Agreement as follows:

Delete Paragraph 6. Reimbursement and replace with the following:

6. Reimbursement: Tri Pointe Homes shall advance or pay all applicable costs and RMWD fees associated with the Improvements. RMWD shall reimburse Tri Pointe Homes for the actual cost of the construction of the Improvements in accordance with this Section 6 below. The total cost of the Improvements to RMWD shall not exceed \$5,502,373.00(“Maximum Cost”), and subject to RMWD’s prior written approval.

6.1. Reimbursement Amount. RMWD will reimburse Tri Pointe Homes for the Improvements completed in accordance with Exhibit C. Tri Pointe Homes shall receive payment for reimbursement of all Improvement costs as outlined within the summary of the Engineer’s Cost Estimate and Preliminary Schedule attached hereto as Exhibit D (Revised) and Exhibit E (Revised).

6.1.1. RMWD’s actual cost of the Improvements will be based on the lowest responsive and responsible bid submitted, the actual design, bidding and construction management costs, any change orders, the cost for preparation of the fair cost analysis and this Agreement, and for Tri Pointe Homes project management and overhead. The Parties understand and agree that the cost estimate attached as Exhibit D (Revised) is for performance of the Improvements contemplated in this Agreement and that the actual cost of the Improvements may be greater or less than set forth on Exhibit D (Revised). Any adjustments to the Party’s shares shall be made as described in Section 6.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TRI POINTE HOMES IE-SD, INC.
a California Corporation

RAINBOW MUNICIPAL WATER DISTRICT
a California municipal water district

By: _____

By: _____

Name: Jimmy Ayala

Name: _____

Title: Division President

Title: _____



FUTURE CITRO DEVELOPMENT

RICE CANYON TANK

1206' HGL

PROPOSED RICE CANYON PIPELINE PRESSURE REDUCING STATION

1019' HGL

3,550 LF 18" PVC C900 DR18
(PRESSURE RANGE 16 PSI - 233 PSI)

900 LF 18" PVC C900 DR18
(PRESSURE RANGE 209 PSI - 232 PSI)

1,050 LF 18" STEEL
(PRESSURE RANGE 233 PSI - 290 PSI)

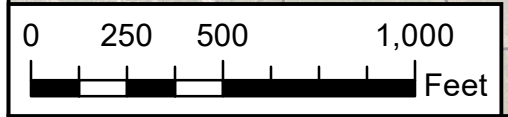
3,600 LF 18" STEEL
(PRESSURE RANGE 232 PSI - 310 PSI)

Blue Breton Drive

Pala Mesa Heights Drive

Andalusian Way

Horse Ranch Creek Road



Updated: 03/24/2021

EXHIBIT C

DEXTER WILSON ENGINEERING INC.
Document Path: \\nario\GIS\648036\2021-09-24 Exhibit C - Participation Agreement.mxd Date Saved: 3/24/2021 3:19:29 PM

EXHIBIT D - ENGINEERS COST ESTIMATE

		CASS ARRIETA BID DATED: 8/5/21			
A	MEADOWOOD RICE CANYON 18-INCH WATERLINE; (70219602-35200-1520) (PREVAILING WAGE RATES APPLY)	Qty	UM	Unit Price	TOTAL
1	Erosion Control & SWPPP	1	LS	\$190,000.00	\$190,000.00
2	Clear & Grub	1	LS	\$38,950.00	\$38,950.00
3	Grading; Tank Site	1	LS	\$13,000.00	\$13,000.00
4	Grading; Approx Station 28+50	1	LS	\$34,500.00	\$34,500.00
5	Hydroseed	1	LS	\$3,100.00	\$3,100.00
6	Demo & Remove Exist'g AC (3" Thk) (see plans)	35,251	SF	\$1.40	\$49,351.40
7	Protect Existing Utilities	1	LS	\$29,000.00	\$29,000.00
8	18" PVC (DR-18)(Class 235) (w/ Restrained Joints)	3,520	LF	\$397.05	\$1,397,440.00
9	18" DIP (DR-18)(Class 250) (w/ Restrained Joints)	22	LF	\$1,588.09	\$34,144.00
10	18" CML&C Steel Pipe	997	LF	\$557.16	\$555,329.00
11	Remove Existing 12" Water Tank Inlet Piping & Double Ball Flexible Expansion Joint	1	LS	\$4,555.00	\$4,555.00
12	18" Outlet Piping (Sheet 13 thru 16)	1	LS	\$18,850.00	\$18,850.00
13	18" Tank Outlet Piping (Sheet 13 thru 16)	1	LS	\$66,500.00	\$66,500.00
14	18" Double Ball Flexible Expansion Joint (EBBA Iron Flex-Tend Model No. 418F21) Assembly with Concrete Pad, Supports & Appurtenant Piping	1	LS	\$27,500.00	\$27,500.00
15	16" Double Ball Flexible Expansion Joint (EBBA Iron Flex-Tend Model No. 416F21) Assembly with Concrete Pad, Supports & Appurtenant Piping	1	LS	\$34,300.00	\$34,300.00
16	16" Butterfly Valve (Class 150)	2	EA	\$6,330.00	\$12,660.00
17	18" Butterfly Valve (Class 150)	2	EA	\$8,000.00	\$16,000.00
18	2-1/2" Wharf Head Assembly. (Det. B-30)	2	EA	\$5,900.00	\$11,800.00
19	2" AVAR Assembly (Detail C-20)	1	EA	\$2,100.00	\$2,100.00
20	2" AVAR Assembly w/ Copper Lateral (W-11) (Sht. 28) (Bid Addendum. #1)	2	EA	\$13,200.00	\$26,400.00
21	Electrical Building; DG Pad (Bid Addendum #1)	1	LS	\$2,750.00	\$2,750.00
22	Electrical Building; Masonry Block Bldg (Bid Addendum #1)	1	LS	\$44,500.00	\$44,500.00
23	Demolish, Remove & Rearrange Existing Solar, Photo Voltaic & SCADA Sys. (Bid Addenda #1 & #5)	1	LS	\$14,700.00	\$14,700.00
24	Solar Panel & Photo Voltaic Systems (Bid Addendum #1)	1	LS	\$142,800.00	\$142,800.00
25	16" Magnetic Flow Meter Assembly with Concrete Pad, Supports and Appurtenances	1	LS	\$21,600.00	\$21,600.00
26	18" Magnetic Flow Meter Assembly with Flow Meter Vault, Supports and Appurtenances	1	LS	\$101,000.00	\$101,000.00
27	Cut-off Walls (RMWD W-15)	49	EA	\$2,660.00	\$130,340.00
28	CP 2-Wire Test Stations	2	EA	\$2,650.00	\$5,300.00
29	Test, Disinfect & Connect	1	LS	\$135,500.00	\$135,500.00
30	Haul Excess Trench Spoils	1	LS	\$46,300.00	\$46,300.00
31	Process and/or Remove & Replace Unsuitable Trench Spoils (Geotech Rpt. 5.6.2)	1	LS	\$13,200.00	\$13,200.00
32	Rough & Fine Grade for AC and DG Access Road Restoration	56,924	SF	\$0.61	\$34,723.64
33	AC Access Road (3" AC / 6" Class II)	35,251	SF	\$5.57	\$196,348.07
34	DG Access Road (12.5" Thick) (Stabilized DG) (Cal. Gold)	21,673	SF	\$9.18	\$198,958.14
35	AC Berm (Station 3+61 to 5+41)	180	LF	\$26.75	\$4,815.00
SUBTOTAL					\$3,658,314.25
*ADDITIONAL AMENDMENT NO. 02 HARD COST					\$262,953.00

TOTAL HARD COST	\$3,921,267.25
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*Additional Amendment No. 02 hard costs include Hard Rock Incurred to Date (1/12/22 - 2/3/22)= \$91,355; Hard Rock Anticipated to be Incurred (Est.) = \$140,598; Mitigation Requirements for California gnatcatcher (Est.) = \$31,000

EXHIBIT D - ENGINEERS COST ESTIMATE, CONT'D

B	MEADOWOOD RICE CANYON PRESSURE REDUCTION STATIONS; (70219602-35200-1520) (PREVAILING WAGE RATES APPLY)	Qty	UM	Unit Price	TOTAL
1	Erosion Control & SWPPP	1	LS	\$18,500.00	\$18,500.00
2	Clear & Grub	1	LS	\$5,800.00	\$5,800.00
3	Grading	1	LS	\$13,000.00	\$13,000.00
4	Influent Header	1	LS	\$90,250.00	\$90,250.00
5	Effluent Header	1	LS	\$99,700.00	\$99,700.00
6	Pressure Reducing Stations #1 thru #3 (1206 HGL to 865 HGL)	1	LS	\$410,975.00	\$410,975.00
7	18" Butterfly Valve	1	EA	\$5,990.00	\$5,990.00
8	18" Plug Valve	1	EA	\$86,400.00	\$86,400.00
9	Insulating Flange & 4-wire CP Test Station	1	LS	\$2,950.00	\$2,950.00
10	6" PVC Drain Line and Headwall System (Bid Addendum #1)	1	LS	\$19,000.00	\$19,000.00
11	4" CML&C Blow-off Assembly (W-8)	1	EA	\$26,600.00	\$26,600.00
12	2" AVAR Assembly (Detail E-30) (Bid Addendum #1)	1	EA	\$21,000.00	\$21,000.00
13	Install DG Pad (12.5" Thick)	1	LS	\$11,000.00	\$11,000.00
14	Finish Grade	1	LS	\$13,000.00	\$13,000.00
15	Hydroseed	1	LS	\$3,250.00	\$3,250.00
SUBTOTAL					\$827,415.00
TOTAL HARD COSTS					\$4,748,682.25

TOTAL HARD COSTS	\$4,748,682.25
Soft Costs	\$346,720.00
Contingency Per Amendment No. 01	\$259,140.58
Administrative Fee	\$147,830.41
Interest	\$0.00
TOTAL RMWD 18" TO RICE CANYON	\$5,502,373.24
TOTAL AMENDMENT NO. 01 AUTHORIZED AMOUNT	\$5,100,000.00
ADDITIONAL REQUIRED AMOUNT	\$402,373.24

Notes:

Cost savings on any item can be used to reimburse excess costs on any other line item so long as the costs do not exceed the Maximum Costs allowed on the Project.

Budget for interest is \$0.00 based upon 20-day payment cycle on submitted invoices.

The following estimated itemization of soft cost is furnished for reference

	ORIGINAL	REVISED
Survey	\$7,500	\$7,500
Geocon	\$59,000	\$139,000
MJS	\$65,800	\$85,800
SWPPP	\$35,000	\$35,000
Welding Insp	\$15,000	\$15,000
ICBO (Electrical)	\$15,000	\$15,000
Recon (Environmental)	\$10,000	\$49,420
Total	\$207,300	\$346,720.00

EXHIBIT E – PRELIMINARY SCHEDULE (REVISED)

RMWD 18” Main Off Property to Rice Canyon

Milestone Description	Anticipated Completion Date	Amend No. 01 – Anticipated Completion Date	Amend No. 02 – Anticipated Completion Date
Design Approval	April 2021		
Bidding/Award	May 2021	August 2021	
DWE/RMWD Shop Drawing Approval	August 2021	November 2021	
Fabrication Completion	November 2021	February 2022	March 2022
Start Construction	November 2021	February 2022	December 2021
Complete Construction	August 2022	November 2022	

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

CONSIDER APPROVAL OF AN AMENDMENT TO THE ACQUISITION AGREEMENT BY AND AMONG CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, RAINBOW MUNICIPAL WATER DISTRICT AND TRI POINT HOMES FOR THE CITRO DEVELOPMENT IN DIVISION 4

BACKGROUND

In April 2020, the Rainbow MWD Board of Directors approved an Annexation Agreement with Pardee Homes, now Tri Pointe Homes (Developer) related to the Citro development, known then as the Meadowood development. As part of this agreement, Pardee agreed to certain terms related to the project including the payment of wastewater capacity fees. These fees are to be paid for out of the proceeds of bonds sold as part of a Community Facilities District (CFD). In October 2020, the Rainbow Municipal Water District (District) approved Resolution 20-14 approving a form of Acquisition Agreement between the California Statewide Communities Development Authority (Authority), District, and Developer and authorizing staff to cooperate with the Authority to complete the Acquisition Agreement. The Certificate of Completion for the "Meadowood Reorganization" Annexation to Rainbow Municipal Water District with Concurrent Detachment from Valley Center Municipal Water District was recorded on July 23, 2021. The Acquisition Agreement was executed September 3, 2021.

The original Acquisition Agreement describes in Exhibit A the "Acquisition Improvements" that are authorized to be financed with the proceeds of special taxes and bonds of California Statewide Communities Development Authority Community Facilities District No. 2021-02 (CFD). Due to the District's and the Developer's further refinement of the facilities required to serve development within the CFD, certain revisions are required to be made to the description of one of the Acquisition Improvements in the Original Agreement.

This action item is to approve the First Amendment to Acquisition Agreement which clearly defines the amendment to the Acquisition Improvements described in Exhibit A of the original Acquisition Agreement.

DESCRIPTION

After the execution of the original Acquisition Agreement, changes were made to the number and locations of pressure reducing stations to be constructed for the Citro development. These Acquisition Improvements were originally described in Exhibit A, Facility No. 2 as follows:

"Onsite Water Distribution Facilities, including 12" and 8" PVC Mains, Pressure Reducing Stations on Streets A & B, and appurtenant facilities."

The First Amendment to Acquisition Agreement would amend the description of Facility No. 2 as follows:

"Onsite Water Distribution Facilities, including 12" and 8" PVC Mains and three (3) pressure reducing stations, one (1) each on Andalusian Place, Blue Breton Drive and Meadowood Street."

The Amendment requires the approval of the California Statewide Communities Development Authority, Rainbow Municipal Water District, and Tri Pointe Homes IE-SD, Inc., a California corporation.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility. This amendment will ensure that the funding mechanism for specific facilities is clearly defined.

ENVIRONMENTAL

The County of San Diego, in its role as lead agency pursuant to CEQA, certified a Final Environmental Impact Report for the Meadowood Project (Project) on January 11, 2012. The FEIR assumed that LAFCO approval would be required to annex the Project to the service area of either RMWD or VCMWD and analyzed the impacts of the infrastructure needed to connect to RMWD's system, with the exception of a new 18" pipeline connecting the Project with RMWD's Rice Canyon Water Tank. An Addendum to the FEIR has been prepared that analyzes the Rice Canyon Water Tank pipeline, dated April 6, 2020 (2020 Addendum). The 2020 Addendum also identifies RMWD as the preferred water and sewer service provided to the Project and was certified by the Rainbow MWD Board of Directors on April 28, 2020. This action to approve the Amendment to the Acquisition Agreement does not involve any conditions described in Public Resources Code section 21166 and CEQA Guidelines section 15162, and is not subject to CEQA.

BOARD OPTIONS/FISCAL IMPACTS

There is no additional direct financial impact of this action item as the total capacity fees and the mechanism whereby the District will receive certain funds were established in previous Board actions.

Option 1:

- Make a determination that the action defined herein does not involve any conditions described in Public Resources Code section 21166 and CEQA Guidelines section 15162, and is not subject to CEQA.
- Approve the First Amendment to the Acquisition Agreement by and among California Statewide Communities Development Authority, Rainbow Municipal Water District, and Tri Point Homes for the Citro development.
- Authorize the General Manager to execute the Amendment on the District's behalf.

Option 2:

- Provide direction to staff.

STAFF RECOMMENDATION

Staff Recommends Option 1.

Chad Williams
Engineering and CIP Program
Manager

04/26/2022

FIRST AMENDMENT TO ACQUISITION AGREEMENT

This First Amendment to Acquisition Agreement (“First Amendment”) is entered into as of March 1, 2022 by and among the California Statewide Communities Development Authority (the “Authority”), Rainbow Municipal Water District (the “District”) and Tri Pointe Homes IE-SD, Inc., a California corporation (the “Developer”).

RECITALS

WHEREAS, the Authority, District and Developer entered into that certain Acquisition Agreement dated September 3, 2021 (the “Original Agreement”).

WHEREAS, the Original Agreement describes in Exhibit A the “Acquisition Improvements” that are authorized to be financed with the proceeds of special taxes and bonds of California Statewide Communities Development Authority Community Facilities District No. 2021-02 (Citro) (the “CFD”); and

WHEREAS, as a result of the District’s and Developer’s further refinement of the facilities required to serve development within the CFD, certain revisions are required to be made to the description of one of the Acquisition Improvements in the Original Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree that the Original Agreement shall be amended as set forth below:

1. The description of Facility #2 in Exhibit A of the Original Agreement is hereby amended as follows:

“Onsite Water Distribution Facilities, including 12” and 8” PVC Mains and three (3) pressure reducing stations, one (1) each on Andalusian Place, Blue Breton Drive and Meadowood Street.”

2. Counterparts. This First Amendment may be executed in any number of counterparts, each of which would be deemed an original, but all of which, when taken together, shall constitute one in the same instrument.

3. Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this First Amendment may be conducted by electronic means. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this First Amendment using an electronic signature, it is signing, adopting, and accepting this First Amendment and that signing this First Amendment using an electronic signature is the legal equivalent of having placed its handwritten signature on this First Amendment on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this First Amendment in a usable format.

[Signature Page Follows]

Except as expressly modified above, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority, District and Developer have caused this First Amendment to be executed as of the day and year first above written.

DEVELOPER:

TRI POINTE HOMES IE-SD, INC., a California corporation

By: _____

Name: _____

Title: _____

DISTRICT:

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Its: General Manager

AUTHORITY:

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By: _____

Authorized Signatory

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM**

ACQUISITION AGREEMENT

BY AND AMONG

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,

RAINBOW MUNICIPAL WATER DISTRICT

AND

TRI POINTE HOMES IE-SD, INC.

Dated as of September 1, 2021

ACQUISITION AGREEMENT

RECITALS

A. The parties to this Acquisition Agreement (the “Agreement”) are the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (the “Authority”), RAINBOW MUNICIPAL WATER DISTRICT, (“the District”), and TRI POINTE HOMES IE-SD, INC. (fka Pardee Homes), a California corporation (the “Developer”).

B. The effective date of this Agreement is September 3, 2021.

C. The Developer has applied for the financing of certain public capital improvements, and certain governmentally imposed development fees (collectively, the “Acquisition Improvements”) through the Authority its Statewide Community Infrastructure Program (“SCIP”). The fees will themselves finance public capital improvements. The public capital improvements are to be owned and operated by the District, and the financing is to be accomplished through a Community Facilities District which will be established and administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On October 27, 2020, the District adopted Resolution No. 20-14 authorizing the Authority to form a community facilities district (the “Community Facilities District”) within the territorial limits of the District to finance the Acquisition Improvements. On September 2, 2021, the Authority formed the Community Facilities District, authorized the levy of special taxes within the Community Facilities District (the “Special Taxes”), and authorized the issuance of bonds in one or more series by the Community Facilities District (the “Bonds”), pursuant to the Act and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the Community Facilities District authority on the Authority Commission.

D. Under SCIP, the Authority intends to levy the Special Taxes and issue Bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the Special Taxes and Bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.

E. The Authority will provide financing for the acquisition by the District of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, pursuant to Section 53313.51 of the Act, to be acquired from the Developer, and the specified development fees.

F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the District will acquire the completed Acquisition Improvements. An itemized development fee shall be considered complete when it is paid by the Developer, or when it is payable directly from bond or special tax proceeds.

G. Any and all monetary obligations of the District arising out of this Agreement are the special and limited obligations of the District payable only from the Available Amount, and no

other funds whatsoever of the District shall be obligated therefor under any circumstances.

H. Attached to this Agreement are Exhibit A (Description of Acquisition Improvements and Budgeted Amounts), Exhibit B-1, B-2, & B-3 (Disbursement Request Forms), and Exhibit C (Bidding, Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

AGREEMENT

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the District Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “Citro Community Facilities District Acquisition and Construction Fund” established by the Authority pursuant to the Resolution (and initially referred to in the Resolution as the “Meadowood Community Facilities District Acquisition and Construction Fund”) and Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Acquisition Improvement” means a public capital improvement or a development fee described in Exhibit A hereto.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement and/or any Eligible Portion as provided in Section 2.03, or in the case of a development fee, the actual amount paid by the Developer, or the amount of a development fee to be paid on behalf of the Developer from bond or special tax proceeds, in every case not to exceed the Actual Cost of the Acquisition Improvement.

“Actual Cost” means the total cost of an Acquisition Improvement and/or Eligible Portion, as documented by the Developer to the satisfaction of the District and as certified by the District Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, erosion control, landscaping, labor, associated demolition, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g.,

temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the District or its designee, (e) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer's cost for construction and project management, administration and supervision services for such Acquisition Improvement to be calculated at five percent (5%) of the applicable Hard Construction Costs, (h) the Developer's cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal, architectural consulting, preparation and processing of CFD reimbursement packages, bond exoneration consultant, and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the District Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of September 1, 2021.

"Annexation Agreement" means that certain agreement entered into between District and Developer dated April 30, 2020, as it may be amended.

"Authority" means the California Statewide Communities Development Authority.

"Authority Trust Agreement" means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of the applicable Bonds.

"Authority Trustee" means the financial institution identified as trustee in an Authority Trust Agreement.

"Available Amount" shall have the meaning assigned to the term in Recital D.

"Bonds" means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

"Code" means the Government Code of the State of California.

"Community Facilities District" shall have the meaning assigned to the term in Recital C.

"District" means the Rainbow Municipal Water District.

"District Engineer" means the Engineering Manager of the District or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Developer" means Tri Pointe Homes IE-SD, Inc. (fka Pardee Homes), a California corporation, its successors and assigns.

"Disbursement Request Form" means a requisition for payment of funds from the

Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B-1, B-2 or B-3 hereto.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Hard Construction Costs” shall mean Actual Costs excluding item “(g)” of the definition of Actual Costs (i.e., excluding Developers cost for construction project management, administration and supervision services for Acquisition Improvements).

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Project” means the Developer’s development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer to serve property within the Community Facilities District.

“Rate and Method” means the rate and method of apportionment of special taxes approved for the Community Facilities District in accordance with the Act.

“Resolution” means Rainbow Municipal Water District Resolution No. 20-14, adopted October 27, 2020 titled “A Resolution of the District (1) Authorizing The California Statewide Communities Development Authority (The “Authority”) To Form A Community Facilities District Within The Territorial Limits Of the District To Finance Certain Public Improvements And Development Impact Fees; (2) Embodying A Joint Community Facilities Agreement Setting Forth The Terms And Conditions Of The Community Facilities District Financing; (3) Approving The Form Of An Acquisition Agreement Between the Authority, the District And The Developer; and (4) Authorizing Staff To Cooperate With The Authority And Its Consultants In Connection Therewith.”

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority on the taxable parcels within the Community Facilities District pursuant to the Rate and Method.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the District of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the District, where applicable.

Section 1.02. Establishment of Community Facilities District. Developer has requested the District to permit the Authority to provide for financing of the Acquisition Improvements through the establishment and authorization of the Community Facilities District and the District agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on September 2, 2021, and through the successful landowner election held that same day, the Commission of the Authority is authorized to levy the Special Taxes

pursuant to the Rate and Method and to issue the Bonds to finance the Acquisition Improvements. Developer and the District agree to reasonably cooperate with one another and with the Authority in the completion of the financing through the issuance of the Bonds in one or more series. All deposits made by the Developer with the Authority and District for the Authority's and District's costs related to the formation of the Community Facilities District and issuance of Bonds and all legal, financial consultant and engineering costs incurred by the Developer related to the formation of the District and issuance of the Bonds shall be reimbursed from the proceeds of the Bonds.

Section 1.03. Deposit and Use of Available Amount .

(a) Prior to the issuance of Bonds, Special Taxes collected by the Authority that are not required to fund administrative expenses of the Community Facilities District shall be deposited in the Acquisition and Construction Fund established by the Resolution and may be disbursed first, to pay the District's costs of the "Phase 1 Sewer Improvements" (as defined in and in accordance with the Annexation Agreement) and second, following the District's funding in full of the Phase 1 Sewer Improvements to pay the Acquisition Price of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

(b) Upon the issuance of the Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee, or to the District or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof in accordance with the following priority:

(1) First, out of the first series of Bonds, the greater of (x) \$5.25 million or (y) 40% of the amount deposited in the Acquisition and Construction Fund or such lesser amount as needed to satisfy the "Sewer Fee Obligation" (as defined in and determined in accordance with the Annexation Agreement), shall be set aside in a separate subaccount of the Acquisition and Construction Fund towards payment of the Sewer Fee Obligation. The first priority for the second series of Bonds shall be the remaining balance of the Sewer Fee Obligation;

(2) Second, to reimburse the Developer for any "Sewer Advance" made by Developer (as defined in and in accordance with the Annexation Agreement), and

(3) Third, to pay the Acquisition Price of any or all other Acquisition Improvements.

Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the District as necessary to reserve for claims against the account) (i) shall be applied to pay the costs

of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

Section 1.04. No District Liability; District Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the District or any actual or alleged omission or failure to act by the District with respect to the Community Facilities District subject the District to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the District's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the District's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The Developer has awarded and administered, or will award and administer, engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the District or directly to the design consultant) shall be reimbursed at the time of acquisition of the Acquisition Improvements. The Developer shall be entitled to reimbursement for any design, engineering and related costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for such costs independent of the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification.

(a) This agreement is for the acquisition by the District of the Acquisition Improvements and payment for Eligible Portions thereof from time to time, from the Acquisition and Construction Fund and is not intended to be a public works contract. The District and the Developer acknowledge and agree that the Acquisition Improvements are of local, and not state-wide concern, and that the provisions of the California Public Contract Code shall not apply to the construction of the Acquisition Improvements. The District and the Developer further acknowledge and agree that District public works contracting requirements are not applicable to the construction and acquisition of the Acquisition Improvements. The District and the Developer agree that the Developer shall award all contracts for the construction of the Acquisition Improvements and the Eligible Portions thereof, and that this Agreement is necessary to assure the timely and satisfactory completion of the Acquisition Improvements and that compliance with the Public Contract Code and such District requirements with respect to the Acquisition Improvements would work an incongruity and would not produce an advantage to the District or the Community Facilities District.

(b) State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the District. In order to assure compliance with those provisions, except for any contracts entered into prior to the effective date of this Agreement, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts for which they submit a Disbursement Request shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting as they relate to paying prevailing wages.

(c) In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the Authority, the District or the Community Facilities District. Except as otherwise provided in this Agreement, none of the Authority, the District or the Community Facilities District shall be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Developer.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the District and the District hereby agrees to purchase from the Developer each Acquisition Improvement and/or Eligible Portions thereof to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement is completed to the satisfaction of the District for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the District Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the District Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the District Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the District Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain Actual Costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as reasonably approved by the District Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as reasonably approved by the District Engineer.

District shall have no right, unless consented to by Developer, to open the Acquisition Improvements for use by the public until they have been accepted and all costs of acquisition (except for estimated costs to cover final corrections and/or adjustments in the work) have been paid Developer. Notwithstanding anything herein to the contrary, District reserves the right to take over and open all or any portion of an Acquisition Improvement or any Eligible Portion thereof for use by the public in accordance with Section 6-10 of the Standard Specifications for Public Works Construction, 1988 Edition. In the event the District exercises this right, the District shall, prior to actually taking over or opening all or part of any Acquisition Improvement or Eligible Portion thereof for use by the public, make a mutually acceptable payment to the Developer to be applied towards the acquisition cost of the Acquisition Improvement or Eligible Portion. Such installment payment shall include the Acquisition Price incurred to date for each Acquisition Improvement or Eligible Portion being taken over or utilized. Developer, in its sole discretion, may specifically and expressly waive in writing, all or a portion of this section.

Section 2.03.1. Reimbursements. The District acknowledges that, in addition to its acquisition of Acquisition Improvements and payment of Eligible Portions thereof hereunder, it will use a portion of the proceeds of the Acquisition and Construction Fund to reimburse the Developer, to the extent permitted under the Act, for any “Sewer Advance” paid by the Developer pursuant to Section 5.3.4 of the Annexation Agreement.

Section 2.03.2. District Fees. If District Fees are paid to District directly by the Developer, such amounts shall be reimbursable to Developer from the Available Amount following District’s receipt of a written request from Developer and upon either (i) the District transferring such amounts to the Authority Trustee for deposit in the Acquisition and Construction Fund for arbitrage and rebate tracking purposes or (ii) the District certifies to the Authority Trustee that such amounts received from the Developer have been spent and the District delivers a certificate in substantially the form attached hereto as Exhibit B-2. If District is unable to take the actions specified in numeral “ii” of the preceding sentence within 30 days of Developer’s written request, District shall within 10 days thereafter proceed with transferring funds pursuant to numeral “i” of the preceding sentence to allow Developer to receive its requested reimbursement without undue delay. Alternatively, the Developer may elect to fund all or a portion of District Fees (i.e., water and sewer connection/capacity fees) in Exhibit A directly from the Available Amount to the extent of funds available. In such case, Developer shall submit a written request to District specifying (i) the description of the fee and amount requested to be funded and (ii) the lot numbers (or other applicable description) for which the fee payable, and upon receipt of such a request the District Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B-3 to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the District pursuant to the Authority Trust Agreement. Upon allocation to the District pursuant to the Authority Trust Agreement, the specified development fee or capital contribution obligation shall be deemed satisfied. If Developer receives a credit against a District Fee as the result of Developer’s construction of any public water or sewer improvements of the District, including any Acquisition Improvement for which the Acquisition Price has been paid, Developer shall only be entitled to fund pursuant to the terms of this Agreement Developer’s remaining obligation for such District Fee, net of such credit amount.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the District Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all District regulations and ordinances and is otherwise complete and ready for acceptance by the District, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the District with lien releases or other similar documentation satisfactory to the District Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the special taxes of the Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvement. This section does not apply to prospective mechanics liens respecting other public or private improvements such as production homes, to be constructed by Developer within the Community Facilities District that do not constitute Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the District with Title Documents needed to provide the District with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the District and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the District Engineer and the District Attorney insuring the District as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the District and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price less all Installment Payments paid previously with respect to the Acquisition Improvement.

Section 2.04.1 Acquisition Improvements Constructed on Private Lands. If any Acquisition Improvements to be acquired are located on privately owned land, the Developer may elect to retain title to the land and the completed Acquisition Improvements until acquisition of the Acquisition Improvements under Section 2.04 hereof. Pending the completion of such transfer and where the Developer has received any payment of any such Acquisition Improvement or Eligible Portion thereof, the Developer shall be responsible for maintaining the land and any Acquisition Improvement or Eligible Portion in good and safe condition.

Section 2.04.2 Public Facilities Constructed on District Land. If the Acquisition Improvements to be acquired are on land owned by the District or on land upon which the District has a non-possessory right to use, the District hereby grants to the Developer a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Acquisition Improvement.

Section 2.05. Payment for Eligible Portions. The Developer may submit an Actual Cost Certificate to the District Engineer with respect to any Eligible Portion. Payment to the Developer or its designee from the Acquisition and Construction Fund of an Installment Payment with respect to such Eligible Portion shall in every case be conditioned first upon the determination of the District Engineer, pursuant to Section 2.03, that the Eligible Portion has been completed in accordance with the applicable plans and specifications and that the Eligible Portion satisfies all District regulations and ordinances and is otherwise complete and, where appropriate, is ready for acceptance by the District, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the District with lien releases or other similar documentation satisfactory to the District Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Eligible Portion, to the extent not already owned by the District) comprising the Eligible Portion is not subject to any prospective mechanics lien claim respecting the Eligible Portion.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall have provided the District with Title Documents needed to provide the District with title to the site, right-of-way, or easement upon which the subject Eligible Portion is situated. All such Title Documents shall be in a form acceptable to the District Engineer and shall be sufficient, upon completion of the Acquisition Improvement of which the Eligible Portion is a part, to convey Acceptable Title.

(d) Payment and performance bonds, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent, applying to plans and specifications for the Acquisition Improvement approved by the District, shall be in place to secure completion of the Acquisition Improvement of which the Eligible Portion is a part.

Section 2.06. Disbursement Request Form. Upon a determination by the District Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04 or to pay an Installment Payment for an Eligible Portion pursuant to Section 2.05, the District Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B-1 to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the Developer or its designee of the amount pursuant to the Authority Trust Agreement. The District and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement or Eligible Portion has been

completed or what the Actual Costs may be with respect to the Acquisition Improvement or Eligible Portion. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that the Actual Cost of an Acquisition Improvement or the Installment Payment for an Eligible Portion is in excess of the Available Amount, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Actual Cost shall be paid from funds that may subsequently be deposited in the Acquisition and Construction Fund from a subsequent issuance of Bonds or from Special Tax revenues, if either of those occurs.

Section 2.07. Limitation on Obligations. In no event shall the District be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund. District acknowledges that the funding of Acquisition Improvements or Eligible Portions thereof with funds from the Acquisition and Construction Fund will not compromise or otherwise impact Developer's right to receive fee credits for constructing the Acquisition Improvements as may be permitted under other agreements between the Developer and District.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the District, the Authority and their respective officers, directors, employees and agents, including the Authority Trustee ("Indemnified Parties"), from and against all actions, proceedings, damages, claims, liabilities, losses, fees, costs or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from the acts or omissions of the Developer or its agents and employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements conducted by the Developer, its agents, and employees or arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by Developer, or arising out of any alleged misstatements of a material fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements, and contained in the final official statement relating to the Bonds (provided that the Developer shall have been furnished a copy of the official statement, shall have been provided reasonable time to review and comment thereon, and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the District's rights against any of the Developer's architects, landscape architects, engineers, land surveyors, contractors, subcontractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the actions or operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify an Indemnified Party, for any wrongful acts willful misconduct, negligence or omissions to act of an Indemnified Party.

In any action or proceeding in which the Developer is required to defend the Indemnified Parties, Developer shall have the right to select legal counsel to represent the Indemnified Parties subject to approval by the District, which approval shall not be unreasonably withheld.

Section 3.02. Audit. The District shall have the right, but not the responsibility or obligation, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement pursuant to this Agreement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The District and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Special Taxes and issuance of Bonds. The District and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. Termination and Dissolution. Prior to the issuance of any Bonds, Developer may elect to terminate this Agreement and request that the Special Taxes be cancelled by providing written notice to the District. Within thirty (30) days of such written notice, the District shall request the Authority to record a notice of cancellation of the Special Taxes with respect to each parcel. Developer shall be responsible for reasonable District and Authority costs incurred relating to the cancellation of the Special Taxes and recordation of such notice; provided, however, that the Authority shall not terminate the Special Taxes for any lot for which a building permit has been issued, unless Developer pays all District fees or posts separate security therefore. Such termination of this Agreement and cancellation of Special Taxes shall have no effect on Developer's obligations to pay District fees when due or construct Acquisition Improvements.

Section 3.05. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that the consent, approval or acceptance not be unreasonably withheld or delayed, unless the provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.06. Third Party Beneficiaries. It is expressly agreed that there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the District's or the Developer's contractors for the Acquisition Improvements and any of the District's, the Authority's or the Developer's agents and employees

Nothing in this Agreement, except as otherwise expressly provided for, is intended to or shall be construed to confer upon or to give to any person or entity other than the Authority, the District and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the Authority, the District, or the Developer shall be for the sole and exclusive benefit of the Authority, the District and the Developer.

Section 3.07. Conflict with Other Agreements. Nothing contained herein shall be construed affecting or intending to affect, impairing the rights and obligations or as releasing the Developer or the District from any condition of development or requirement imposed by any other agreement between the District and the Developer, and, in the event of a conflicting provision, the other agreement shall prevail unless the conflicting provision is specifically waived or modified in writing by the District and the Developer.

Section 3.08. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Authority:

California Statewide Communities Development Authority
1100 K Street, 1st Floor
Sacramento, CA 95814
Attn: Kevin O'Rourke, Chair

If to the District:

Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, CA 92028
Attn: General Manager

If to the Developer:

Tri Pointe Homes IE-SD, Inc. (fka Pardee Homes)
13400 Sabre Springs Parkway, Suite 200
San Diego, CA 92128
Attn: Jimmy Ayala, Division President

Either party may change its address by giving notice in writing to the other party.

Section 3.09. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.10. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.11. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.12. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.14. Successors and Assigns. This Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Developer may assign its rights pursuant to this Agreement to a purchaser (an "Assignee") of a portion or portions of the Property which is/are located within the Community Facilities District. Developer may assign to the Assignee the responsibility for the construction of all or a portion of the Acquisition Improvements which remain to be constructed for which Bonds are to be issued and the right to receive payment of the Acquisition Price for Acquisition Improvements and Eligible Portions thereof previously completed by Developer. Developer and Assignee shall provide to District such reasonable proof as it may require that such Assignee is the purchaser of such portion(s) of the Property. Such Assignee shall, as a condition to receiving payment of an Acquisition Price, enter into an assignment and assumption agreement with the Authority, District and Developer, whereby such Assignee agrees, except as may be otherwise specifically provided therein, to assume the obligations of Developer pursuant to this Agreement with respect to such Acquisition Improvements and to be bound thereby. Upon execution of an assignment and assumption agreement, Developer shall be released from its obligations hereunder.

Section 3.15. Remedies in General. It is acknowledged by the parties that the District would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the District.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the District shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

Section 3.16. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all parties to this Acquisition Agreement shall be binding.

Section 3.17. Attorneys' Fees. In the event that any action or suit is instituted by any party against the other(s) arising out of this Acquisition Agreement, the parties in whose favor final judgment shall be entered shall be entitled to recover from the other parties all costs and expenses of suit, including reasonable attorneys' fees.

Section 3.18. Amendment. This Agreement may be amended, from time to time, by written Supplement hereto and executed by the Authority, District and the Developer. Such Supplement may provide for, among other things, the acquisition of additional Acquisition Improvements (including Eligible Portions thereof).

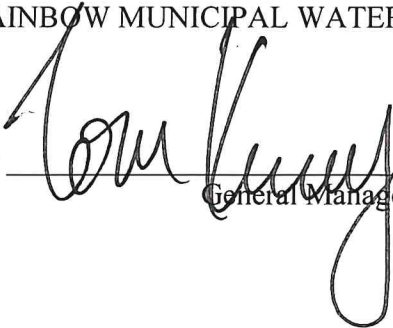
Section 3.19. Approvals. All approvals and consents of parties requested or required pursuant to this Agreement shall not be unreasonably withheld. If a party requested to approve or consent (the "Approving Party") does not deliver its written approval or disapproval to the party requesting the same (the "Requesting Party") within the time period specified for giving such approval, or, if no specific time deadline is specified, within ten (10) days after receipt of a written request for approval/consent from the Requesting Party, then the Requesting Party may send a second written notice to the Approving Party requesting its approval/consent within thirty (30) days after the Approving Party's receipt of the second notice. Within such thirty (30) day period after receipt of the second notice, the Approving Party shall respond in writing to the Requesting Party either approving or disapproving the request or requesting additional time to make such a determination. If the Approving Party does not respond to the second notice within the thirty (30) day period the Requesting Party may notify the Approving Party under Section 3.20. Any notice of disapproval shall indicate the grounds thereafter in reasonable detail.

Section 3.20. Appearance to Request. The Requesting Party may appear at the place of business of the Approving Party to request approval/consent after following the notice provisions in Section 3.20. Such approval/disapproval shall be provided within 30 days of the appearance to request. If the request is not approved/disapproved within 30 days of the appearance to request such approval shall be deemed granted. If the Requesting Party is Developer, Requesting Party shall appear to request at a regularly scheduled District Board hearing.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

RAINBOW MUNICIPAL WATER DISTRICT

By 
General Manager

ATTEST: _

By 
District Clerk

TRI POINTE HOMES IE-SD, INC. (fka Pardee Homes), a California Corporation

By _____
(Signature)

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By _____
Authorized Signatory


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

RAINBOW MUNICIPAL WATER DISTRICT

ATTEST: _____
By _____
General Manager

By _____
District Clerk

TRI POINTE HOMES IE-SD, INC. (fka Pardee Homes), a California Corporation

By _____

(Signature)
Jimmy Ayala
Division President

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By _____
Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

RAINBOW MUNICIPAL WATER DISTRICT

ATTEST: _____
General Manager

By _____
District Clerk

TRI POINTE HOMES IE-SD, INC. (fka Pardee Homes), a California Corporation

By _____
(Signature)

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By  _____
Authorized Signatory

EXHIBIT A

DESCRIPTION OF ACQUISITION IMPROVEMENTS

[see attached]

				Estimated Cost	
A. RMWD CAPACITY / CONNECTION FEES:					
Sewer Capacity Fees				\$ 10,500,000	(a)
Water Capacity and Meter Fees					
	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>		
4" MF Master Meter Capacity Fee (PA1-4)	2	EA	\$ 208,020	\$ 416,040	
3" MF Master Meter Capacity Fee (PA1-4)	2	EA	\$ 124,812	\$ 249,624	
5/8" MF Meter Capacity Fee	0	EA	\$ 6,241	\$ -	
3/4" SF Meter Capacity Fee	373	EA	\$ 10,401	\$ 3,879,573	
1" Irrigation Meter Fees	8	EA	\$ 16,642	\$ 133,136	
1.5" Irrigation Meter Fees (incl 2 for park site)	9	EA	\$ 27,043	\$ 243,387	
2" Irrigation Meter Fee	2	EA	\$ 62,406	\$ 124,812	
3" Irrigation Meter Fee	1	EA	\$ 124,812	\$ 124,812	
PA 2 Domestic and Irrigation Meter Capacity Fees				TBD	(b)
Subtotal Water Capacity and Meter Fees				\$ 5,171,384	
Less: Estimated Water Fee Credit for Facility #1 below				(\$ 2,653,450)	(c)
Subtotal Water Capacity and Meter Fees (net of credits)				\$2,517,934	
Total Water and Sewer Fees Cost				\$13,017,934	
B. RMWD FACILITIES:					
<u>Facility No.</u>					
#1	Offsite water improvements consisting of the installation of an eighteen inch (18") waterline from the Project Site's northerly cul-de-sac to Horse Ranch Creek Road at Andahsian Way and a twelve-inch (12") waterline in Horse Ranch Creek Road to Pankey Place.			\$ 2,437,348	
#2	Onsite Water Distribution Facilities, including 12" and 8" PVC Mains, Pressure Reducing Stations on Streets A & B, and appurtenant facilities.			\$ 3,135,968	
#3	Onsite Sewer Facilities - PA 5A			\$ 603,776	
#4	Onsite Sewer Facilities - PA 5B			\$ 444,472	
#5	Onsite Sewer Facilities - Major Streets (HRCR, Shire, Pankey Pl., St. A, St. B)			\$ 642,747	
#6	Onsite Sewer and Water Facilities - PA 2			TBD	(d)
#7	Phase 1 Sewer Improvements (per Annexation Agreement)			TBD	(e)
Subtotal Facilities Hard Costs				\$ 7,264,310	
Soft Costs (estimate)				\$ 1,401,867	
Construction Mgmt. @ 5% of Hard Costs				\$ 363,216	
Contingency @ 15% of Hard Costs				\$ 1,089,647	
Total Water and Sewer Facilities Cost				\$ 10,119,039	
C. SDG&E FACILITIES:					
<u>Facility No.</u>					
#8	SDGE 69kv Power Line - Overhead to Underground Relocation			\$ 4,700,000	
#9	SDGE 12kv Facilities - OH to Underground Reloc and New Facilities			\$ 1,645,000	
Total SDG&E Facilities Cost				\$ 6,345,000	(f)
GRAND TOTAL				\$ 29,481,973	

Footnotes:

(a) Pursuant to the Section 5.2.2.1 of the Annexation Agreement between Rainbow Municipal Water District and Tri Pointe Homes IE-SD, Inc. (fka Pardee Homes) (“Tri Pointe Homes”), dated April 30, 2020.

(b) Applicable water capacity fees associated with Planning Area 2 reserved as a school site shall be eligible if the site is not acquired by the school district and if such site is ultimately developed with residential units. The estimated cost is currently unknown and will be determined at a later point in time.

(c) Pursuant to the Section 5.4.1 of the Annexation Agreement between Rainbow Municipal Water District and Tri Pointe Homes, dated April 30, 2020. Amount shown is a preliminary estimate using estimated hard costs plus 15% in soft costs, however, the actual credit will be based on actual costs incurred including applicable soft costs.

(d) Applicable public water and sewer facilities associated with Planning Area 2 reserved as a school site shall be eligible if the site is not acquired by the school district and if such site is ultimately developed with residential units. The estimated cost is currently unknown and will be determined at a later point in time.

(e) The Phase 1 Sewer Improvements are described in the Annexation Agreement and may be financed with (i) surplus special taxes (described as “pay-go” funds in the Annexation Agreement), (ii) in part through a “Sewer Advance” by Tri Pointe Homes in accordance with the Annexation Agreement, which shall be reimbursable to Tri Pointe Homes from the Acquisition and Construction Fund, or (iii) or as an Acquisition Improvement constructed by Tri Pointe Homes pursuant to the self-help provisions of the Annexation Agreement.

(f) A limit of five percent (5%) of the CFD net bond proceeds, pursuant to federal law, shall apply to private dry utility costs to the extent funded with proceeds of tax-exempt bonds. No limit shall apply to the extent private dry utility costs are funded with CFD special tax funds and/or proceeds of taxable bonds.

Note: Eligible Portions will be determined and identified at the time Developer submits a written request for payment of an Installment Payment for such Eligible Portion.

EXHIBIT B-1

**DISBURSEMENT REQUEST FORM
(Acquisition Improvement or Eligible Portion)**

To: Wilmington Trust, National Association

Attention: Corporate Trust Services

Fax: 714-384-4151

Phone: 714-384-4153

Re: CSCDA Community Facilities District No. 2021-02 (Citro)

The undersigned, a duly authorized officer of the Rainbow Municipal Water District hereby requests a withdrawal from the Citro Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: [Insert Acquisition Price/Installment Payment]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s)/Eligible Portion(s) from Exhibit A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Title: _____

EXHIBIT B-2

**DISBURSEMENT REQUEST FORM
(For fees prepaid by Developer and spent by District)**

To: Wilmington Trust, National Association

Attention: Corporate Trust Services

Fax: 714-384-4151

Phone: 714-384-4153

Re: CSCDA Community Facilities District No. 2021-02 (Citro)

The undersigned, a duly authorized officer of the Rainbow Municipal Water District hereby certifies that the amounts received from [*insert developer name*] for the development impact fee financed through the above referenced community facilities district and listed below has been spent by the Rainbow Municipal Water District for a permitted use of such fee for public capital improvements as of the date indicated below:

District Fees	Pre-Paid Amount	Amount Spent	Difference
	\$	\$	\$
Total	\$	\$	\$

Accordingly, the undersigned, a duly authorized officer of the Rainbow Municipal Water District hereby requests a withdrawal from the Citro Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: \$ _____

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Title: _____

EXHIBIT B-3

**DISBURSEMENT REQUEST FORM
(For fees to be spent on projects by the District)**

To: Wilmington Trust, National Association

Attention: Corporate Trust Services

Fax: 714-384-4151

Phone: 714-384-4153

Re: CSCDA Community Facilities District No. 2021-02 (Citro)

The undersigned, a duly authorized officer of the Rainbow Municipal Water District hereby requests a withdrawal from the Citro Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Withdrawal Amount: [Insert Fee Amount]

Fee Description: [Water Fees/Sewer Fees]

Payment Instructions: [Insert Wire Instructions or Payment Address for Water District or Water District's vendor]

The undersigned hereby certifies as follows:

The withdrawal is being made in accordance with a permitted use of the monies pursuant to the Indenture and the withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

The amounts to be disbursed hereunder have been or will be spent by the Rainbow Municipal Water District for public capital improvements as of the date hereof or within 5 days hereafter.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Title: _____

EXHIBIT C

BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR ACQUISITION IMPROVEMENTS

(i) With respect to construction contracts for Acquisition Improvements awarded after the effective date of the Agreement, bids for construction shall be solicited from at least three (3) qualified contractors, provided at least three (3) qualified contractors are reasonably available. The Developer may also directly solicit bids. The bid package may consist of preliminary plans and specifications.

(ii) The bidding response time shall be not less than ten (10) working days.

(iii) An authorized representative of the District shall be provided a copy of the tabulation of bid results upon request.

(iv) Contract(s) for the construction of the public Acquisition Improvements shall be awarded to the qualified contractor(s) submitting the lowest responsible bid(s), as determined by the Developer.

(v) The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1 for the contracted work. A current copy of applicable wage rates shall be on file in the Office of the District Clerk, as required by Labor Code Section 1773.2.

(vi) The Developer shall provide the District with certified payrolls.

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

CONSIDER AWARD OF CONSTRUCTION CONTRACT IN THE AMOUNT OF \$507,700 WITH HAZARD CONSTRUCTION FOR THE LIVE OAK PARK ROAD BRIDGE WATER MAIN IMPROVEMENT PROJECT IN DIVISION 5

BACKGROUND

District staff has been working with the County of San Diego Department of Public Works (referred to herein as County) since 2011 to complete the preliminary engineering, environmental studies, right-of-way acquisition, and final design to replace and improve the existing Live Oak Park Road bridge. The County's Live Oak Park Road Bridge Replacement Project includes the replacement of the old bridge culvert structure with a single span concrete slab bridge using Federal Highway Administration grant funding. The new bridge will meet current roadway and bridge standards and will also have the capacity to convey large storm events, therefore creating a safe and reliable roadway network for the Fallbrook community. The District's Live Oak Park Road Bridge Water Main Improvement Project 600037 is occurring in response to the County's Live Oak Park Road Bridge Project. The County's new bridge will raise the road elevation 3-4 feet and will remove the existing corrugated metal pipe culverts currently under the roadway. The County's improvements will result in utility conflicts with SDG&E, AT&T, and the District's 8-inch and 16-inch water mains, resulting in the need to modify the two water main elevations and alignments. The County agreed to construct pipe supports along the sides of the new bridge to allow for the District to attach an existing 8-inch and 16-inch water main to their facility.

Once it was determined the County had prior rights along Live Oak Park Road and they would allow for utility attachment onto the new bridge, the District initiated design services for the Live Oak Park Road Bridge Water Main Improvement Project 600037 (referred to herein as Project) in close coordination with the County to ensure pipe alignments and supports were accurately designed. The District completed design and specifications for the water main relocation.

On February 10, 2021, the County's Board of Supervisors authorized the advertisement and award of a construction contract to the lowest responsive and responsible bidder through the competitive bidding process. Due to project delays on the County's project and the need for close coordination to have the project timely completed and functional, the District requested a construction window be added to the County's contract to ensure no change orders could be issued for delay fees. This request was declined and the County indicated they do not typically include construction windows for utility companies in their contracts. In December 2021, the County issued a Notice of Award identifying Hazard Construction as the lowest responsive and responsible bidder and proceeded with awarding a construction contract. The District asked if the County would be agreeable to issuing a change order to Hazard Construction to perform the water main relocation in conjunction with the County's project and the District would reimburse the County. This request was also declined due to the allowable Public Contracting Code change order limits.

In March 2022, the County issued a Notice to Proceed to Hazard and indicated they were agreeable to the District using Hazard Construction to perform the water main relocation under a District-initiated contract. Since the County had already established a contract with Hazard through competitive bidding, the circumstances of the District's project are such that competitively bidding the ancillary portion would not produce any advantage and could result in conflicts of contractors at the site if not closely coordinated. Therefore, in mid-March, District staff met with Hazard Construction on site to discuss the District's plans and specifications and requested a bid for the water main relocations.

DESCRIPTION

In an attempt to promote a cost-saving opportunity for District ratepayers and County taxpayers, the District is proposing to contract directly with Hazard Construction. Under these circumstances where the County already competitively bid the major portion of the project, it was determined that close coordination between the County, District, and a single Contractor was essential to have the entire project timely completed and fully functional by the start of the next rainy season and within the federal grant's performance period. As a result, reduced costs for permitting, excavation, traffic control, stormwater management, roadway paving, and construction administration are some of the added benefits to partnering with the same Contractor.

To date, District staff has finalized the Project plans and specifications, and in-house staff have cut and capped the existing 8-inch and 16-inch mains to support the start of construction on the County's project in early April 2022. District construction crews are unable to provide further assistance on the remainder of the work due to prior commitments on other District jobs. Now that the County has issued a Notice to Proceed to Hazard Construction, it is in the best interest of the District to execute a contract with Hazard Construction this fiscal year to ensure there are no construction delays on the District's behalf.

At the February 22, 2022, Board Meeting, a mid-year budget reduction in the amount of \$430,000 was made to the FY21/22 Project budget under the assumption that all District construction activities would occur in FY 22/23, leaving a remaining balance of \$50,000 for District staff labor, permitting, finalizing project plans and advertising the project this fiscal year.

Given the latest developments, this request is to appropriate funding in the amount of \$550,000 to fully fund the Live Oak Park Road Bridge Water Main Improvement Project this year, bringing the total project cost to \$600,000. Hazard Construction's total contract amount is \$507,700. The remaining balance of \$92,300 will be used for a 10% construction contingency (\$50,770) and District staff time on construction administration and inspection.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area One: Water Resources. Modifications to the existing water mains are essential to ensuring safe and reliable conveyance of water to District ratepayers.

ENVIRONMENTAL

On February 10, 2021, the County Board of Supervisors found that the Mitigated Negative Declaration (MND) for the Live Oak Park Road Bridge Project 600037, dated December 22, 2017, State Clearinghouse # 2017121061, was adopted on April 4, 2018 in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA guidelines. The County's CEQA document also included the District's utility improvements associated with the bridge construction. The location of the documents and other materials constituting the record of the proceedings upon which the Board decision is based in this matter is the San Diego County Department of Public Works, 5500 Overland Avenue #310, San Diego, CA 92123 and also available at this link:

<https://bosagenda.sandiegocounty.gov/cob/cosd/cob/doc?id=0901127e80c97f46>.

There are no substantial changes in the project or in the circumstances under which it is undertaken which involve significant new environmental impacts which were not considered in the previously adopted MND, dated April 4, 2018. There is no substantial increase in the severity of previously identified significant effects and no new information of substantial importance has become available since the MND was adopted, therefore, no additional environmental review of findings are necessary for the Live Oak Park Road Bridge Water Main Improvement Project.

BOARD OPTIONS/FISCAL IMPACTS

Adequate funds are available and were originally budgeted then removed from the Five-Year Water CIP Plan for project number 600037.

Option 1:

- (1) Acting as a responsible agency for the Live Oak Park Road Bridge Replacement Project, consider the Mitigated Negative Declaration prepared and dated December 22, 2017 and certified by the County of San Diego as lead agency for the project on April 4, 2018 (State Clearinghouse # 20171201061); certify that the Board has independently reviewed and considered the information contained in the Mitigated Negative Declaration and reached its own conclusions regarding the environmental effects of the County's approvals related to the project as shown in the Mitigated Negative Declaration; adopt the mitigation and monitoring program of the County as applicable, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that the significant adverse impacts of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Mitigated Negative Declaration, which findings and statement are adopted and incorporated herein by reference as applicable.
- (2) Authorize the filing of a Notice of Determination with the San Diego County Clerk in accordance with Section 21152 of the California Public Resources Code.
- (3) Approve additional budget in the amount of \$550,000 to fully fund the Live Oak Park Road Bridge Water Main Improvement Project
- (4) Approve the Construction Agreement with Hazard Construction in the amount of \$507,7000.
- (5) Authorize the General Manager to execute the construction contract.

Option 2:

- (1) Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.

Chad Williams
Engineering and CIP Group Manager

04/26/22

ATTACHMENT A - LIVE OAK PARK ROAD BRIDGE WATER MAIN IMPROVEMENTS



1" = 145 ft	PROJECT IMPACT AREA	03/17/2022	
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This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

ORDINANCE NO. 22-11

**AN ORDINANCE
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
TO REVISE ENGINEERING SERVICES FEES AND PLAN CHECK/
INSPECTION DEPOSITS**

WHEREAS, the Board of Directors is provided authority to establish fees and deposits by sections 71616 and 71670 of the Water Code of the State of California.

WHEREAS, the Board of Directors desires to revise certain fees and deposits to cover the reasonable estimated costs of providing engineering services fees and plan check/inspection deposits provided prior to April 26, 2022 under Ordinance No. 15-05 as shown on Appendix A; and

WHEREAS, the Board of Directors has determined that the proposed fees and deposits are based upon and do not exceed the estimated costs of providing engineering services, plan checks and inspections.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Rainbow Municipal Water District as follows:

Section 1: The purpose of this Ordinance is to revise fees and deposits related to providing engineering services. These fees shall be charged and deposits collected by the District in accordance with Appendix A "Engineering Services Fees and Plan Check/Inspection Deposits" attached.

Section 2: Any new engineering fees and deposits listed in Appendix A shall be effective on or after April 26, 2022.

Section 3: The fees and deposits established by the Ordinance are not intended to exceed the estimated amounts required to provide services for which the fees and deposits are levied. Any remaining deposit balances, less administrative costs, shall be refunded at the completion of the project.

Section 4: Ordinance No. 22-11 rescinds Ordinance No. 15-05.

PASSED, APPROVED, AND ADOPTED at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 26th day of April 2022 by the following roll call vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary

RAINBOW MUNICIPAL WATER DISTRICT

Appendix A

Engineering Services Fees and Plan Check/Inspection Deposits

EFFECTIVE April 26, 2022
Adopted by Ordinance No. 22-11

<u>DOCUMENTS/AGREEMENTS/PERMITS</u>	<u>FEES</u>
Service Availability Letter	\$150.00 for boundary adjustment, single lot, minor subdivision
Service Availability Letter	\$250.00 for major subdivision, commercial
Quitclaim Document	\$500.00
Encroachment Permit	\$500.00
Joint Use Permit	\$500.00
Right of Way Agreement	\$500.00
Remote Meter Request	\$500.00
Fire Flow Letter	\$350.00
Standards and Specifications\	Available on District Website Only
Copies of miscellaneous documents or reports	\$.10 per page up to 99 pages; \$.14 per page for 100 pages or more.

<u>DOCUMENTS/AGREEMENTS/PERMITS</u>	<u>DEPOSIT</u>
Cellular Tower Leases	\$2,500.00
Reimbursement Agreement	\$2,500.00

The above schedules of fees or deposits shall be charged per document item. All other documents that may require action by the District on behalf of the private property owners or developers shall require a determination made by the General Manager or designated representative of the reasonable costs associated with the document and are payable to the District prior to execution or approval.

<u>DEVELOPMENT CONSULTATION</u>	<u>DEPOSIT</u>
Consultation Meeting	\$500.00

Developer must deposit the amount set forth above prior to meeting or consulting with District staff regarding potential development. Refunds of deposit balance as well as extensions at the conclusion of two years may be requested in accordance with current District policy.

PLAN CHECK

DEPOSIT

Water and Sewer Improvement Plans

\$465.00/Sheet

These deposits cover three plan check reviews for each project. After three reviews, all additional plan checking will be at a cost plus 15%. The District will review and check all improvement plans and related documents on a time and material basis. The per sheet deposit may include sheets not showing pipelines or appurtenances (such as landscape, irrigation, grading, electrical, etc.) which, in the District's sole discretion, may impact existing or proposed District facilities.

**ADMINISTRATION & INSPECTION
FOR INDIVIDUAL INSTALLATIONS**

DEPOSIT

Water Services

\$1,100.00 per water lateral

Sewer Lateral

\$1,100.00 per sewer lateral

Fire Hydrant

\$1,100.00 per fire hydrant

Fire Service Detector Check

\$1,100.00 per fire service

The above schedule of deposits shall apply for inspection services for facilities that do not require the installation of water or sewer pipelines.

INSPECTION FOR IMPROVEMENT PLANS

DEPOSIT

Water and Sewer Pipeline for Up to Five Parcels:

\$7,500.00 + \$2.00 per LF

Water and Sewer Pipeline for More than Five Parcels:

\$15,000.00 + \$8.00 per LF

Specialty Inspection costs and other inspection services will be determined for pressure reducing stations, pump stations, sewer lift stations, reservoirs, specialty pipeline installations (bore and jack, horizontal direction drill, bridges etc.) and other case by case improvements.

The services are provided on a time and material basis. The time and material costs shall include all actual District administrative and overhead costs including expenses for engineering and legal services. The deposits are the minimum required for each service provided and the amount may be modified, in the District's sole discretion based on project scope, complexity or impacts to District.

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
						CONTRACT AMOUNT	
Title: As-Needed Land Surveying Services Firm: Johnson-Frank & Assoc. Expires: 8/29/2022* (C#18-16) *One year extension. CO-01 for \$0, No Cost Ext. BoD 6/22/21.	NON-CIP	2019-01	Closed	5/14/2019	Topography - Dentro De Lomas Road repair.	\$ 50,000.00	
	NON-CIP	2019-02	Closed	8/6/2019	Easement review - McDowell / Mead.		\$ 5,115.40
	NON-CIP	2020-03	Closed	9/19/2020	Survey & Reset Monument on Los Alisos Lane.		\$ 4,100.00
	CIP	2021-04	Closed	5/3/2021	Prepare Plat Map - Thoroughbred Lift Station		\$ 6,079.00
					Unspecified		\$ 22,403.50
						TOTALS:	\$ 50,000.00
							\$ 50,000.00
						CONTRACT AMOUNT	
Title: As-Needed Land Surveying Services Firm: KDM Meridian, Inc. Expires: 8/29/2022* (C#18-14) *One year extension. CO-01 for \$50K BoD 5/26/20, CO-02 for \$50K BoD 6/22/21.	NON-CIP	2018-01	Closed	9/11/2018	Stake easement on Morro Hills due to 20" watermain failure.	\$ 150,000.00	
	CIP	2019-02	Closed	1/9/2019	RMWD "Base Map" to perform in-house design of proposed water facilities on Via Ararat.		\$ 7,280.00
	CIP	2019-03	Cancelled	---	Assignment Cancelled - 4 PTR Plottable Easements.		\$ 5,800.00
	CIP	2019-04	Closed	4/24/2019	Stake easement on Gird Road for construction project.		\$ -
	CIP	2019-05	Closed	6/18/2019	Legal and Plat for Campbell - Via Ararat.		\$ 5,400.00
	NON-CIP	2019-06	Closed	10/24/2019	Stake easement on Via Oeste Drive and Laketree Drive.		\$ 1,195.00
	CIP	2019-07	Closed	11/8/2019	Easements for new PS on W. Lilac/Via Ararat.		\$ 10,900.00
	NON-CIP	2020-08	Closed	4/6/2020	Linda Vista Drive - Mainline Break.		\$ 4,100.00
	CIP	2020-09	Closed	4/6/2020	Gird Road - Winery easement anlysis and exhibit.		\$ 5,563.00
	CIP	2020-10	Closed	9/1/2020	Additional Gird Road - Winery easement analysis and new exhibit.		\$ 7,680.00
	CIP	2020-11	Closed	11/6/2020	Easement for Hialeah PRS - Via De La Reina.		\$ 5,320.00
	NON-CIP	2020-12	Closed	12/3/2020	Stake easement - Winterhaven Court		\$ 3,990.00
	NON-CIP	2020-13	Closed	12/16/2020	Legal and Plat for Gird Road - Winery.		\$ 4,490.00
	CIP	2021-14	Open	1/29/2021	Survey & staking of easements - Rancho Amigos. Auth \$815 over. (Staff evaluating if more work may be needed.)		\$ 5,460.00
	CIP	2021-15	Closed	5/27/2021	Survey & staking of easement - Turner Pump Station. (Staff evaluating if more work may be needed.)		\$ 7,530.00
	NON-CIP	2021-16	Closed	7/22/2021	Prepare documentation to file a quit claim for Rainbow easement at Fire Station 4.		\$ 5,665.00
	NON-CIP	2021-17	Closed	7/29/2021	Bonsall Park prepare documentation for new easement and quit claim documentation for existing easement.		\$ 1,500.00
						TOTALS:	\$ 150,000.00
							\$ 150,000.00
						CONTRACT AMOUNT	
Title: As-Needed Land Surveying Services Firm: Right-of-Way Eng. Expires: 8/29/2022* (C#18-15) *One year extension. CO-01 for \$50K BoD 5/26/20, CO-02 for \$50K BoD 6/22/21.	NON-CIP	2019-0A	Closed	5/15/2019	Title Reports, Legals & Plats - Los Sicomoros.	\$ 150,000.00	
	NON-CIP	2019-0B	Closed	6/18/2019	Adams Property Easement - Ranger Road.		\$ 7,705.00
	CIP	2019-0C	Closed	6/30/2019	Pardee Easement - North River.		\$ 1,885.00
	NON-CIP	2019-01	Closed	6/19/2019	Easement Survey - Grove View Road.		\$ 2,875.00
	CIP	2019-02	Closed	10/3/2019	Easement Survey - Pala Mesa/Tecalote/Fire Rd/Pala Lake.		\$ 4,220.00
	CIP	2019-03	Closed	11/6/2019	Easement Survey - Moosa Creek Pump Station. Restake and reconfigure easement authorized additional \$525.		\$ 15,640.00
	CIP	2020-04	Closed	2/19/2020	Lemonwood Easement Location.		\$ 5,675.20
	CIP	2020-05	Closed	6/9/2020	Easement Survey - Hutton Pump Station.		\$ 5,370.00
	CIP	2020-06	Closed	7/30/2020	Easement Survey - Rainbow Heights Rd - Calfire Camp Site .		\$ 5,687.50
CIP	2020-07	Closed	8/26/2020	Easement Survey - RHR - Calfire Camp Site Additional Services. Cancelled.		\$ 5,756.00	
CIP	2020-08	Closed	10/19/2020	Easement Survey - OHE Rancho Del Caballo.		\$ 2,276.00	
							\$ 1,620.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
	CIP	2020-09	Closed	11/3/2020	Easement Survey - Rainbow Heights Rd. Westside - Calfire Camp Site.		\$ 11,521.00
	CIP	2021-10	Closed	1/11/2021	Topographic Survey - Rainbow Heights Road		\$ 8,820.00
	CIP	2021-11	Closed	1/19/2021	Easement Survey - Skycrest Drive.		\$ 7,710.00
	CIP	2021-12	Closed	2/4/2021	Easement Survey, Legal Desc./Plat Map - Camino Del Cielo. (Additional \$518 was approved by staff.)		\$ 5,490.00
	CIP	2021-13	Closed	2/23/2021	Easement Survey/County ROW Marking, Topo Map - Camino Del Cielo.	\$ 103,700.70	\$ 2,320.00
	CIP	2021-14	Closed	2/23/2021	Easement Survey - Skycrest Drive.		\$ 4,720.00
	CIP	2022-15	Closed	1/25/2022	Old Mission Road (LS-1) - Legal Description & Plat Map		\$ 2,940.00
	CIP	2022-16	Open	2/1/2022	River Village-Daniels Market (LS-1) - Staking Easements Centerlines/Limits (Additional \$840 was approved by staff.)		\$ 1,470.00
					Unspecified		\$ 46,299.30
					TOTALS:	\$ 150,000.00	\$ 150,000.00
	CONTRACT AMOUNT					\$ 50,000.00	
Title: As-Needed Civil Engineering Services Firm: Dudek Expires: 6/25/2022 (C# 19-16) CO-01 for (\$100K) BoD 6/22/21.	Both	2019-01	Closed	12/18/2019	PRS and other Schematic Design/Drafting Services.		\$ 10,000.00
	CIP	2020-02	Closed	8/5/2020	Design of Hutton Pump Station Site - Assignment Cancelled.		\$ 1,787.50
					Unspecified		\$ 38,212.50
					TOTALS:	\$ 50,000.00	\$ 50,000.00
	CONTRACT AMOUNT					\$ 300,000.00	
Title: As-Needed Civil Engineering Services Firm: Omnis Consulting, Inc. Expires: 7/01/2022 (C#19-17) CO-01 for \$150K BoD 6/23/20.	NON-CIP	2019-01	Closed	7/16/2019	PS&E Pavement Repair - Dentro De Lomas.		\$ 8,890.00
	CIP	2019-02	Closed	8/1/2019	Olive Hill Estates Transmission Water Main.		\$ 73,700.00
	CIP	2019-03	Closed	10/14/2019	Vista Valley Retaining Wall Design.		\$ 23,495.00
	CIP	2019-04	Closed	12/3/2019	Sarah Ann to Gird Road Force Main Replacement.		\$ 22,790.00
	CIP	2020-05	Closed	3/24/2020	Gird Road Water Main Upsize.		\$ 21,120.00
	CIP	2020-06	Closed	8/5/2020	Caltrans Encroachment Permit Renewal.		\$ 6,410.00
	NON-CIP	2020-07	Open	10/14/2020	Standard Drawing - CAD Updates.		\$ 4,400.00
	NON-CIP	2020-08	Closed	10/29/2020	PEIR Pipe Alignment Analysis.		\$ 19,920.00
	CIP	2021-09	Open	4/19/2021	Sarah Ann Waterline Replacement.		\$ 6,800.00
	CIP	2021-10	Closed	4/19/2021	Rainbow Water Quality Improvement Relocation Design. Amended for additional design services.		\$ 13,900.00
	CIP	2021-11	Open	6/9/2021	Wilt Road Water Pipeline Design.		\$ 45,905.00
	CIP	2021-10A	Open	10/26/2021	Rainbow Water Quality Improvement Relocation Design. Amended for additional design services.		\$ 6,290.00
	CIP	2021-12	Open	12/15/2021	Additional Services for Wilt Road Water Pipeline Design.		\$ 23,090.00
NON-CIP	2021-13	Open	2/3/2022	Rice Canyon Road - Prepare Street Improvement Plans		\$ 8,630.00	
					Unspecified		\$ 14,660.00
					TOTALS:	\$ 300,000.00	\$ 300,000.00
	CONTRACT AMOUNT					\$ 110,000.00	
Title: As-Needed Civil Engineering Services Firm: HydroScience Eng., Inc. Expires: 6/25/2022 (C#19-18) CO-01 for (\$40K) BoD 6/22/21.	CIP	2019-01	Open	12/18/2019	Live Oak Park Road Bridge Crossing.		\$ 42,020.00
	CIP	2022-02	Open	2/2/2022	Additional Services for Live Oak Park Road Bridge Crossing. Bid Support/Engineering Services during Construction.		\$ 24,290.00
					Unspecified		\$ 43,690.00
					TOTALS:	\$ 110,000.00	\$ 110,000.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
	CONTRACT AMOUNT					\$ 40,000.00	
Title: As-Needed Real Estate Appraisal Services Firm: Anderson & Brabant, Inc. Expires: 6/25/2022 (C# 19-19) CO-01 for \$20K BoD 6/22/21.	CIP	2019-01	Closed	9/19/2019	North River Rd Easement Appraisal.		\$ 3,500.00
	CIP	2020-02	Closed	2/19/2020	PRS Fire Road Appraisal.		\$ 7,500.00
	CIP	2021-03	Closed	4/28/2021	Hutton Pump Station Site Appraisal. (Staff authorized additional work.)		\$ 7,500.00
	CIP	2021-04	Closed	8/11/2021	Thoroughbred Lift Station Appraisal. (Four Reports)		\$ 17,500.00
	CIP	2022-05	Open	2/1/2022	S. Mission Road (LS-1) - Fair Market Appraisal		\$ 3,500.00
					Unspecified		\$ 500.00
TOTALS:						\$ 40,000.00	\$ 40,000.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
						CONTRACT AMOUNT	
Title: As-Needed Real Estate Appraisal Services Firm: ARENS Group, Inc. Expires: 6/11/22 (C# 19-20)	NON-CIP	2019-01	Closed	7/15/2019	Bonsall Reservoir Appraisal (to include rent value).	\$ 40,000.00	
							\$ 3,050.00
	CIP	2020-02	Closed	1/7/2020	Moosa Creek Pump Station Easement Appraisal.		\$ 5,350.00
	CIP	2020-03	Closed	1/7/2020	Hutton Pump Station Easement Appraisal.		\$ 3,400.00
					Unspecified		\$ 28,200.00
CO-01 for \$20K BoD 6/22/21.							
						TOTALS:	\$ 40,000.00
						CONTRACT AMOUNT	
Title: As-Needed Geotechnical Services Firm: Leighton Consulting, Inc. Expires: 11/13/2022 (C# 19-39)	CIP	2020-01	Closed	6/25/2020	Rainbow Heights Pump Station geotechnical exploration.		\$ 8,630.00
	CIP	2021-02	Closed	4/15/2021	Turner Pump Station geotechnical exploration.		\$ 14,300.00
	CIP	2021-03	Open	5/15/2021	Hutton Pump Station geotechnical exploration.		\$ 8,450.00
						Unspecified	
						TOTALS:	\$ 100,000.00
						CONTRACT AMOUNT	
Title: As-Needed Geotechnical Services Firm: Ninyo & Moore G.E.S. Expires: 11/1/2022 (C# 19-40)	NON-CIP	2020-01	Closed	3/26/2020	Dentro De Lomas - Geotech observation & material testing. Proj. #2		\$ 6,518.00
	NON-CIP	2020-02	Closed	8/6/2020	Vista Valley Villas PRS geotech observation & material testing.		\$ 10,235.00
	NON-CIP	2021-03	Open	5/6/2021	Dentro De Lomas - Geotech observation & material testing. Proj. #1		\$ 6,097.00
	CIP	2021-04	Open	2/9/2022	Rice Canyon Road Improvements geotech observation & material testing.		\$ 3,422.00
						Unspecified	
						TOTALS:	\$ 100,000.00
						CONTRACT AMOUNT	
Title: As-Needed Geotechnical Services Firm: ATLAS (SCST, LLC) Expires: 11/20/2022 (C# 19-41)	CIP	2020-01	Closed	7/7/2020	Olive Hills Estates Trans. Main geotech observation/field test.		\$ 36,619.00
						Unspecified	\$ 63,381.00
						TOTALS:	\$ 100,000.00
						CONTRACT AMOUNT	
Title: As-Needed Construction Management & Insp. Services Firm: Harris & Associates Expires: 1/28/2023 (C# 20-01)	CIP	2020-01	Closed	3/13/2020	CM Support Services for the WSUP.		\$ 100,000.00
	CIP	2020-02	Closed	4/7/2020	Constructability design review of PUP-1.		\$ 6,270.00
	NON-CIP	2020-03	Open	4/21/2020	Sewer North River Road - Emergency Repair.		\$ 11,000.00
	CIP	2020-04	Closed	9/21/2020	District Wide Inspection Services.		\$ 20,000.00
	CIP	2022-05	Open	1/6/2022	Continued District Wide Inspection Services.		\$ 20,000.00
CO-01 for \$20K BoD 6/22/21.					Unspecified		\$ 12,730.00
						TOTALS:	\$ 170,000.00
						CONTRACT AMOUNT	
Title: As-Needed Construction Management & Insp. Services Firm: Reilly Construction Mmnt. Expires: 1/28/23 (C# 20-02)							\$ 50,000.00
						Unspecified	\$ 50,000.00
CO-01 for (\$100K) BoD 6/22/21.							\$ -
						TOTALS:	\$ 50,000.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
						CONTRACT AMOUNT	
Title: As-Needed Environmental Services	CIP	2020-01	Closed	5/13/2020	Pipeline Upgrade Project - Disney Lane - Cultural/ Biological Evals.	\$ 325,000.00	
Firm: Helix Environmental	CIP	2020-02	Closed	5/13/2020	Pipeline Upgrade Project - Via Vera - Cultural/Biological Evals.		\$ 9,148.00
Expires: 2/25/2023 (C# 20-03)	CIP	2020-03	Closed	5/14/2020	Pipeline Upgrade Project - Hutton Pump Station - Cultural/Biological Evals.		\$ 9,155.00
CO-01 for \$110K BoD 6/22/21. CO-02 for \$115K BoD 12/7/21.	CIP	2020-04	Closed	5/14/2020	Pipeline Upgrade Project - Turner Pump Station - Cultural/Biological Evals.		\$ 13,209.00
	CIP	2020-05	Closed	7/16/2020	North River Road Sewer Points Repair - Biological Survey.		\$ 3,900.00
	CIP	2020-06	Closed	9/10/2020	Gopher Canyon Water Pipeline Impv. Project - CEQA IS/MND.		\$ 34,695.00
	CIP	2021-07	Closed	3/25/2021	Rainbow Heights Pipe Installation - Bird Survey.		\$ 5,000.00
	CIP	2021-08	Open	5/21/2021	RMWD HQ - Biological Survey & Buffer Mapping.		\$ 11,684.00
	CIP	2021-09	Open	11/16/2021	CIP General Environmental Support Services		\$ 25,000.00
	CIP	2021-10	Open	11/30/2021	Hutton & Turner Pump Stations - Cultural, Biological, Noise Reports. CEQA - IS/MND.		\$ 46,603.00
	CIP	2021-11	Open	12/8/2021	Rice Canyon Pipeline - Cultural & Tribe Monitoring		\$ 111,400.00
	CIP	2022-12	Open	1/10/2022	LS-1 Environmental Compliance		\$ 48,798.00
					Unspecified		\$ (6,801.00)
						TOTALS:	\$ 325,000.00
						\$ 325,000.00	
						CONTRACT AMOUNT	
Title: As-Needed Environmental Services	CIP	20-01	Closed	11/6/2020	Rainbow Heights Road Transmission Main Biological Survey.	\$ 85,000.00	
Firm: Rincon Consultants	NON-CIP	22-02	Open	3/3/2022	Nesting Bird Survey at Gopher, Morro and Canonta tanks, prior to tree/vegetation clearing.		\$ 3,240.00
Expires: 2/25/2023 (C# 20-04)					Unspecified		\$ 4,185.25
CO-01 for (\$15K) BoD 6/22/21.							\$ 77,574.75
						TOTALS:	\$ 85,000.00
						\$ 85,000.00	
						CONTRACT AMOUNT	
Title: As-Needed Environmental Services						\$ 85,000.00	
Firm: Michael Baker International							
Expires: 3/24/2023 (C# 20-05)							
CO-01 for (\$15K) BoD 6/22/21.					Unspecified		\$ 85,000.00
						TOTALS:	\$ 85,000.00
						\$ 85,000.00	

