



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683

Office - 916-354-3700 \* Fax - 916-354-2082

### IMPROVEMENTS COMMITTEE

*(Directors Les Clark and Randy Jenco)*

Regular Meeting  
January 8, 2019 at 9:30 a.m.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

### AGENDA

1. **Call to Order**
2. **Comments from the Public**
3. **Monthly Updates**
  - ✚ Development
4. **Facilities Extension and Reimbursement Agreement with Developer for Highway 16 Bore and Installation of Bore Casing for Future Twelve Inch Recycled Water Line**
5. **Update on Sobon/Murieta Drive and Legacy Lane Recycled Water Line Reimbursement Agreements**
6. **Cantova Force Main Break and Possible Relocation**
7. **Wastewater Reclamation Plant Compressor Replacements**
8. **West DAF Saturator Tank Replacement**
9. **Director and Staff Comments/Suggestions** *[no action]*
10. **Adjournment**

*In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting.*

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is December 28, 2018. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

## MEMORANDUM

Date: January 4, 2019  
To: Improvements Committee  
From: Paul Siebensohn, Director of Field Operations  
Subject: Monthly Updates for January 2019

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### PROJECTS

#### Development

##### The Retreats East and North

No update.

##### The Retreats West

No update.

##### The Murieta Gardens - Murieta Marketplace

No update.

##### The Murieta Gardens – Highway 16 Off-Site Improvements

No update.

##### The Murieta Gardens II – Infrastructure at “Utility A”

Minor grading work occurring for curb and gutter development.

##### The Murieta Gardens II – Subdivision

Testing of stormwater lines on Oakville and Sobon Lane occurred this past month with some minor issues being addressed. Stormwater Best Management Practice (BMP) items to prevent erosion of the sites continue to be maintained.

##### Rancho Murieta North – Development Project

No update for past two (2) months. From previous update: John Sullivan stated that the draft drainage report will be reviewed once more then submitted to the County for approval before being provided to the District. The District is in receipt of the water and sewer studies submitted for this project. Review of the studies remains in standby as the District is still waiting on requested funding to review of these documents.

##### FAA Business Park

No update. Previous update: The project anticipates beginning construction on April 1 of 2019.

## MEMORANDUM

Date: January 4, 2018  
To: Board of Directors  
From: Mark Martin, General Manager  
Subject: Consider Approval of Facilities Extension and Reimbursement Agreement with Developer for Highway 16 Bore and Installation of Bore Casing for Future Twelve Inch Recycled Water Line

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### RECOMMENDED ACTION

(Revised Estimate)

Approve a Facilities Extension & Reimbursement Agreement with Developer in an amount not to exceed \$299,377 for the Highway 16 bore and bore casing for future installation of a twelve inch (12") recycled water line one of four components of the Northwest Recycled Water Transmission Main (CIP 17-5-05); and authorize the General Manager to sign the Caltrans Encroachment Permit for the project.

Funding is to come from the Water Supply Augmentation Reserves which reflected a fund balance of \$1,761,876 as of the end of October 2018.

### BACKGROUND

*This item was first presented to the Board on July 18, 2018. At that meeting, the Board was provided with a project cost estimate, section of constructions plans reflecting the route of the bore and a copy of the encroachment permit to be signed. A reimbursement agreement was not yet ready. The Board provided direction for staff to prepare an appropriate agreement for extension of the facility and reimbursement to the Developer and to return to the Improvements Committee and Board for final approval of the agreement and authorization to sign the encroachment permit.*

*This item was brought forward to the Improvements Committee on December 4, 2018 as a follow-up to the July Board meeting. On that date, the Committee recommended the project move on to the Board for approval with an expected project limit of \$268,678. On December 6, 2018 the Developer, John Sullivan, provided a revised estimate for this project saying that the Committee recommended estimate did not include prevailing wage rates. The new estimate increased the cost of the project by \$31,099. The prior estimate was brought to Committee with the understanding from the Developer that the original amount included prevailing wage. Staff asked Coastland Engineering to review the revised bid and provide feedback as to if the revision was reasonable given the new information provided. Coastland confirmed the estimated increase was reasonable given the addition of prevailing wages. A copy of the revised bid is attached as Exhibit C (Revised).*

As part of the District's Preliminary Design Report to lay out what is needed for recycled water use and disposal, the Murieta Gardens Development, Operating Engineers (OE3), Stonehouse and Escuela Parks, and Residences of Murieta Hills East & West landscaping areas were cited as places of use for recycled water.

This recycled water infrastructure was approved by the District on the Murieta Gardens development plans. This bore and casing installation is needed as a sleeve to install a future 12" recycled water pipeline that will be the backbone for the major connection point from the recycled water line that runs from the Wastewater Reclamation facility to Bass Lake in order to provide recycled water to the Murieta Gardens, OE3, Lookout Hill

storage tank, and Stonehouse/Escuela Park sites (see Exhibit A for context). A more detailed section reflecting the route of the bore across Highway 16 is included as Exhibit B.

The developer provided costs for the future reimbursement of this installation. They were forwarded to Coastland Engineering for review. Coastland reviewed the proposed reimbursement costs and provided the opinion that the costs for the work and “soft costs” for engineering, permitting, and staking were in order with the work to be completed and they recommend that proceed with approval. The estimate is included attached as Exhibit C (Revised).

Since this bore runs under a Caltrans Highway, an encroachment permit is required by Caltrans. The developer’s engineer has provided the District what is needed to submit this permit should the Board approve it (Exhibit D).

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
FACILITIES EXTENSION & FEE REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Rancho Murieta Community Services District, a California special district (“**District**”), and Cosumnes River Land, LLC, a Delaware limited liability company, a property owner in the District (“**Developer**”), who agree as follows:

**1. Recitals.** This Agreement is made with reference to the following recitals:

1.1. Developer is the owner and developer of the real property described on the attached Exhibit A (the “**Property**”). Developer is developing and constructing a development project on the Property as described in Exhibit A (the “**Project**”).

1.2. District has required that the Project be served with recycled water pipelines for outside irrigation with recycled water. Developer previously installed a recycled water pipeline extending across the Property from a point near Lone Pine Drive and Murieta Drive to a point on Lot 14 of the Project near Highway 16.

1.3. Developer has agreed to install and bore a steel casing under Highway 16 in order to accommodate a future District recycled water pipeline, subject to fee reimbursement in accordance with the terms and conditions of this Agreement. The bore casing will begin near the terminus of the existing recycled water pipeline on Lot 14 of the Project. The bore casing will be approximately 175 feet in length. The location of the bore casing is shown on the attached Exhibit B.

**2. Plans and Specifications.** Developer, in consultation with District and the District engineer, will design and prepare detailed plans, specifications and drawings for the installation of the bore casing, and will submit them to District for approval. The plans, specifications and drawings must comply with the District Code and all District ordinances, resolutions, rules, regulations, policies, standards and specifications, as well as all other federal, state and local standards and requirements, whichever are most stringent. The plans, specifications, and drawings, when approved in writing by District and its engineer, will become a part of this Agreement. The recycled water bore casing improvements as described on the approved plans, specifications and drawings will be referred to as the “**Work**.” The Developer may modify the plans, specifications and drawings for the Work prior to or during the course of construction, provided that any modification is approved in advance and in writing by District.

**3. Construction of Work**

3.1. Developer shall furnish, construct and install the Work. The construction and materials must be in accordance with the provisions of this Agreement; the approved plans, specifications and drawings; District Code, ordinances, resolutions, rules, regulations, policies, standards and specifications; other federal, state and local statutes, regulations, ordinances, codes and other requirements; and standard construction practices.

3.2. Prior to commencing construction of any portion of the Work, Developer or its contractor must submit to District a written list of materials, in a form acceptable to District,

showing the particular manufacturer and specifications of all materials proposed to be installed by Developer. The District will either disapprove with reasons or approve the list of materials. Only materials approved in advance by District may be installed on the Work.

**4. Licensed Contractor and Public Works Requirements.** The contractor constructing and installing the Work (the “**Contractor**”) must be licensed pursuant to the California Business and Professions Code to do the Work and registered with the California Department of Industrial Relations. No construction can be performed on the Work except by a licensed and registered Contractor approved by District. District may request evidence of qualifications that the Contractor has satisfactorily constructed other projects of like kind and magnitude and comparable difficulty. To the extent required by law, Developer and its Contractor, and any contract entered into by Developer and its Contractor, must comply with California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861).)

**5. Faithful Performance Guarantee.** Prior to commencement of construction of any portion of the Work by Developer’s Contractor, Developer must provide District with a faithful performance bond, letter of credit or other financial security satisfactory to District (“**Performance Guarantee**”) in a sum equal to 100% of the estimated cost of the Work to be constructed in public or private streets or rights-of-way or on public property. The Performance Guarantee will be for the purpose of insuring the proper and timely completion of the Work. In the event of the failure of Developer to complete the Work covered by the Performance Guarantee and District completes construction of the Work or any portion of it, Developer and its surety under the Performance Guarantee will be jointly and severally liable to District for the costs of completion, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the completion. District will bill Developer and the surety for the costs, which bill must be paid within thirty days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

## **6. Time for Performance; Termination**

6.1. Developer agrees to commence construction of the Work within six months from the date of this Agreement, and it will complete construction of the Work within two years from the date of commencement. Time is of the essence of this Agreement. Upon a showing of good cause by Developer, District may extend these deadlines. Any extension granted by District may be done without notice to any of Developer’s sureties, and the extension will not relieve any surety’s liability. District also may condition the granting of any extension by requiring acceptable new or amended faithful performance guarantee. If construction of the Work has not been completed and accepted by District within these deadlines, and any extensions, then District may terminate this Agreement at any time thereafter by giving written notice of termination to Developer.

6.2. Developer must give District at least 48 hours advance notice of the commencement of construction and installation of the Work. Any construction performed without notice to and inspection by District will be subject to rejection.

6.3. Developer may terminate this Agreement at any time prior to commencement of construction of any portion of the Work by giving written notice to District. After commencement of Work, Developer may terminate this Agreement only with the written consent of District, which consent may be given subject to reasonable conditions as necessary or appropriate to protect the public health, safety, aesthetics or welfare.

6.4. If the Agreement is terminated, District will have no further obligation under this Agreement and no obligation to provide water, sewer, drainage, or recycled water service to the Project or the Property. Upon termination, District will refund any advances made by Developer that exceed District's costs at the date of termination.

**7. Inspections.** District, may, at its option, inspect and test all or part of the construction or material being used in construction of the Work and Developer will provide reasonable assistance in performing all inspection and testing. The inspection and testing of the Work will not relieve Developer of its obligation to construct the Work in accordance with the approved plans, specifications and drawings. If all or any portion of the Work, or any materials used in connection with the Work, are found to be defective, substandard or nonconforming, then the Developer must replace, repair or otherwise remedy the Work to the satisfaction of District, notwithstanding that the Work and materials may have been previously overlooked or inspected by District. Developer must pay for the costs of inspection and testing by District and District's engineer.

**8. Final Inspection.** Upon completion of construction of the Work, Developer agrees to notify District and request a final inspection of the Work. District will inspect and test the Work to determine whether it meets the requirements of this Agreement. District will not accept any Work that does not satisfy District inspection and testing requirements. Pursuant to section 3, Developer must pay the costs of inspections and tests by District and District's engineer. Developer also will be responsible for all costs incurred in the testing of the Work as needed or required by other governmental agencies having jurisdiction.

**9. Permits, Licenses and Easements.** Developer must obtain, maintain and comply with all federal, state, county and other permits, licenses, approvals, and entitlements, including the California Department of Transportation encroachment permit for the Highway 16 undercrossing, that are necessary or appropriate for the Work. The Department of Transportation encroachment permit shall be obtained in the name of District. Developer must give all notices required by and comply with all federal, state, county and other laws, statutes, regulations, codes, ordinances, rules, regulations and policies relating to the construction of the Work. Developer agrees to obtain all real property and permanent and temporary easements of a width as determined by District to be necessary for the Work and for ingress and egress to and from the facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of the Work facilities. All completed Work-related easements and bills of sale must be in a form approved by District.

**10. Transfer of Property and Easements.** After District has finally inspected and approved the Work and as a condition precedent to District's acceptance of the Work, Developer must deliver a bill of sale and easements (for that portion of the Work located outside the Highway 16 right-of-way) satisfactory in form and content as necessary and appropriate to transfer absolute and unencumbered ownership of the completed Work to District. Title to the completed Work and the easement interests must be good, clear and marketable title and free and clear of all encumbrances, liens or charges. Developer will obtain and pay any costs of title

insurance deemed necessary by District. With or without separate conveyance documents, all right, title and interest of Developer in and to the completed Work shall transfer to District upon District's written notice of acceptance of Work.

## **11. Maintenance Guarantee**

11.1. Prior to District's acceptance of the work, Developer must provide District with a maintenance bond, letter of credit or other financial security satisfactory to District ("**Maintenance Guarantee**") in a sum equal to 50% of the cost of the Work to be transferred to District. The Maintenance Guarantee is for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one year from the date of District's notice of acceptance of the Work.

11.2. Developer and/or its surety under the Maintenance Guarantee must repair or replace to the satisfaction of District all or any portion of the Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work or facilities which may be damaged or displaced in so doing.

11.3. In the event of failure to comply with the above-stated conditions within a reasonable time, District is authorized to have the defect repaired and made good. Developer and its surety under the Maintenance Guarantee will be jointly and severally liable to District for the costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. District will bill Developer and the surety for the costs, which bill must be paid within 30 days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

**12. Conditions Precedent to Notice of Acceptance.** District will not provide a written notice of acceptance of the Work until the following have occurred:

12.1. The Work has been completed, and finally inspected, tested and approved by District;

12.2. All costs, charges and fees required by this Agreement or District ordinances, resolutions and regulations to be paid to District by Developer have been so paid in full;

12.3. The completed Work bill of sale and easements have been conveyed to, and accepted by District, in accordance with sections 10 and 11;

12.4. Developer has provided to District in satisfactory form and content the following items:

(a) As-built (also known as record) drawings of the completed Work, satisfactory to District, together with a copy of the specifications and any contract documents used for the construction of the Work;

(b) An accounting, satisfactory to District, of the amounts expended for the construction and installation of the Work, with values applicable to the various components of the Work, together with a list of any other materials and equipment, and their values, being transferred; and,



(c) Operating manuals and instructions and warranties, if any, received by Developer or its Contractor in connection with any of the facilities made a part of the Work; and,

12.5. Developer has submitted an acceptable Maintenance Guarantee in accordance with section 12.

Upon District's determination that these conditions have been met, the District Board of Directors will accept the Work and provide notice of acceptance to Developer.

**13. Developer Assistance.** Developer, both before and after District's acceptance of the Work, will cooperate with District and secure and provide any information, documents or data reasonably requested by District to accept the ownership, operation and maintenance of the Work and implement the transfer of the Work.

**14. Ownership and Operation and Maintenance Responsibilities.** After acceptance of the completed Work by the District, the Work shall become the property of District on the date that the Work is accepted by District Board. Upon such date, Developer will be deemed to have conveyed and transferred all of its right, title and interest in and to the completed Work to District. District thereafter will own and be free in every respect to operate, maintain, repair, replace, manage, expand, and improve the Work, as it deems appropriate. District assumes no obligation as to operation and maintenance of the Work until such time as it accepts the Work.

**15. Risk of Loss.** Until the date of District's acceptance of the Work, all risk of loss or injury, damage or destruction to the Work shall be upon Developer. After the date of the District's acceptance, and except as provided by the Maintenance Guarantee and any applicable guarantee, insurance, or indemnification obligation, all risk of loss or injury or destruction to the Work shall be upon District.

## **16. Fee Reimbursement**

16.1. Development on the Project is and will be subject to payment of the District Water Supply Augmentation Fee (the "**Fee**"). Developer shall pay the Fees and other applicable District development-related fees for each Project building and structure in accordance with the requirements of the District Code. The Fee amount shall be at the then-prevailing applicable rate at the time of payment.

16.2. The Work is one of the public improvements listed in the District Water Supply Augmentation Fee and Facilities Capital Improvement Fee Study Update dated November 8, 2017 as referred to in District Code Chapter 8 and planned to be funded by revenue from the Fee. Within the Fee Study Update, the Project is identified as a component of the "Northwest Recycled Water Transmission Main (CIP 17-5-05)." As such, since Developer will be designing and constructing the Work at its cost, the parties agree that Developer will be entitled to reimbursement from the Fee fund in the amount of the cost to design and construct the Work as calculated and applied under this section.

16.3. The Fee reimbursement will be calculated based on (and limited to) Developer's actual, direct, necessary, reasonable and substantiated costs to design, procure materials for, and construct the Work. Developer will verify and substantiate its costs of construction by preparing a cost substantiation certificate (the "**Certificate**") and providing it to District

upon completion of the Work. The Certificate must (a) describe the type and amount of all costs, (b) describe the competitive or other process utilized by Developer to obtain the prices, (c) substantiate that each cost item was actually incurred and paid by including appropriate documentation of each expense (e.g., copies of invoices, bills, canceled checks, credit card statements, timesheets, expense reports, receipts or other proof of payment), and (d) certify that the costs were actually and directly incurred and paid by Developer in the design and construction of the Work. The documentation must be in a format reasonably acceptable to District and include reasonably detailed information supporting each expense. Developer's costs for Fee reimbursement purposes will not include any mark-up for profit, administration, overhead, or other reason.

16.4. Upon receipt of a complete Certificate, District will evaluate it and determine whether Developer's costs are actual, direct, necessary, reasonable and substantiated. The actual, direct, necessary, reasonable and substantiated costs of the Work as approved by District in writing will be the "**Fee Reimbursement Amount.**" The Fee Reimbursement Amount shall not exceed \$299,377. District shall pay the Fee Reimbursement Amount to developer within 30 days after District's approval of the Fee Reimbursement Amount.

**17. Indemnification and Hold Harmless.** Developer agrees to indemnify, protect, defend and hold harmless District and its officers, employees, engineers, and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses, attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with the construction of the Work or the performance or failure to perform under this Agreement by Developer or its officers, employees, contractors, subcontractors or agents. The parties agree and acknowledge that Developer's duties under this section extend to claims, lawsuits and liability of or against District resulting from the alleged failure to comply with any provision of California Labor Code division 2, part 7, chapter 1 (sections 1720-1861) in connection with the construction of the Work by Developer's contractor.

## **18. Insurance**

18.1. Developer or its Contractor at their sole cost and expense must procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type:	Limits No Less Than:	Scope:
Commercial general liability	\$5,000,000/occurrence	at least as broad as ISO occurrence form CG 0001
Commercial general liability (for subcontractors)		at least as broad as CG 20 38 04 13
Automobile liability	\$5,000,000/accident for bodily injury and property damage	at least as broad as ISO CA 0001 (code 1, any auto)
Workers' compensation	statutory limits	
Employers' liability	\$1,000,000 per accident for bodily injury or disease	
Professional liability	\$2,000,000 per occurrence or claim; \$2,000,000 policy aggregate	For the engineer who prepares the Work plans, specifications and drawings
Contractors' pollution liability	\$1,000,000 per occurrence or claim; \$2,000,000 policy aggregate	

18.2. The general and automobile liability policy(ies) must be endorsed (consistent with Insurance Code section 11580.04) to name District, its officers, employees and agents as additional insureds regarding liability arising out of the Work. Developer's coverage will be primary and will apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance, if any, will be excess and shall not contribute with Developer's insurance.

18.3. Insurance must be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District.

18.4. Developer or its Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and Developer or its Contractor will ensure that District is an additional insured on insurance required from subcontractors.

18.5. Prior to commencing the Work, Developer must provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), certifying the additional insured coverages.

**19. General Provisions**

19.1. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

19.2. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and

fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

19.3. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

19.4. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

19.5. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not render the other provisions unenforceable, invalid or illegal.

19.6. Personal Obligation; Successors and Assigns. Developer's obligations under this Agreement are personal obligations of Developer and they do not automatically "run with" the Property. Developer cannot assign its obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express written consent of District, which consent will not be withheld unreasonably.

19.7. Relationship of Parties. Developer and its contractors and agents are not agents of District in connection with the Work or performance of Developer's obligations under this Agreement.

19.8. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

19.9. Governing Law and Venue. Except as otherwise required by law, (a) this Agreement will be interpreted, governed by, and construed under the laws of the State of California, and (b) Sacramento County shall be venue for any state court lawsuit and the Eastern District of California shall be venue for any federal court lawsuit seeking to enforce or construe this Agreement.

19.10. Notices. Any notice, invoice or other communication required or permitted to be given under this Agreement must be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District:  General Manager Rancho Murieta Community Services District P.O. Box 1050 Rancho Murieta, CA 95683	Developer:  Manager Cosumnes River Land, LLC 14670 Cantova Way, Ste. 220 Rancho Murieta, CA 95683
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Any party may change its address by notifying the other parties in writing of the change of address.

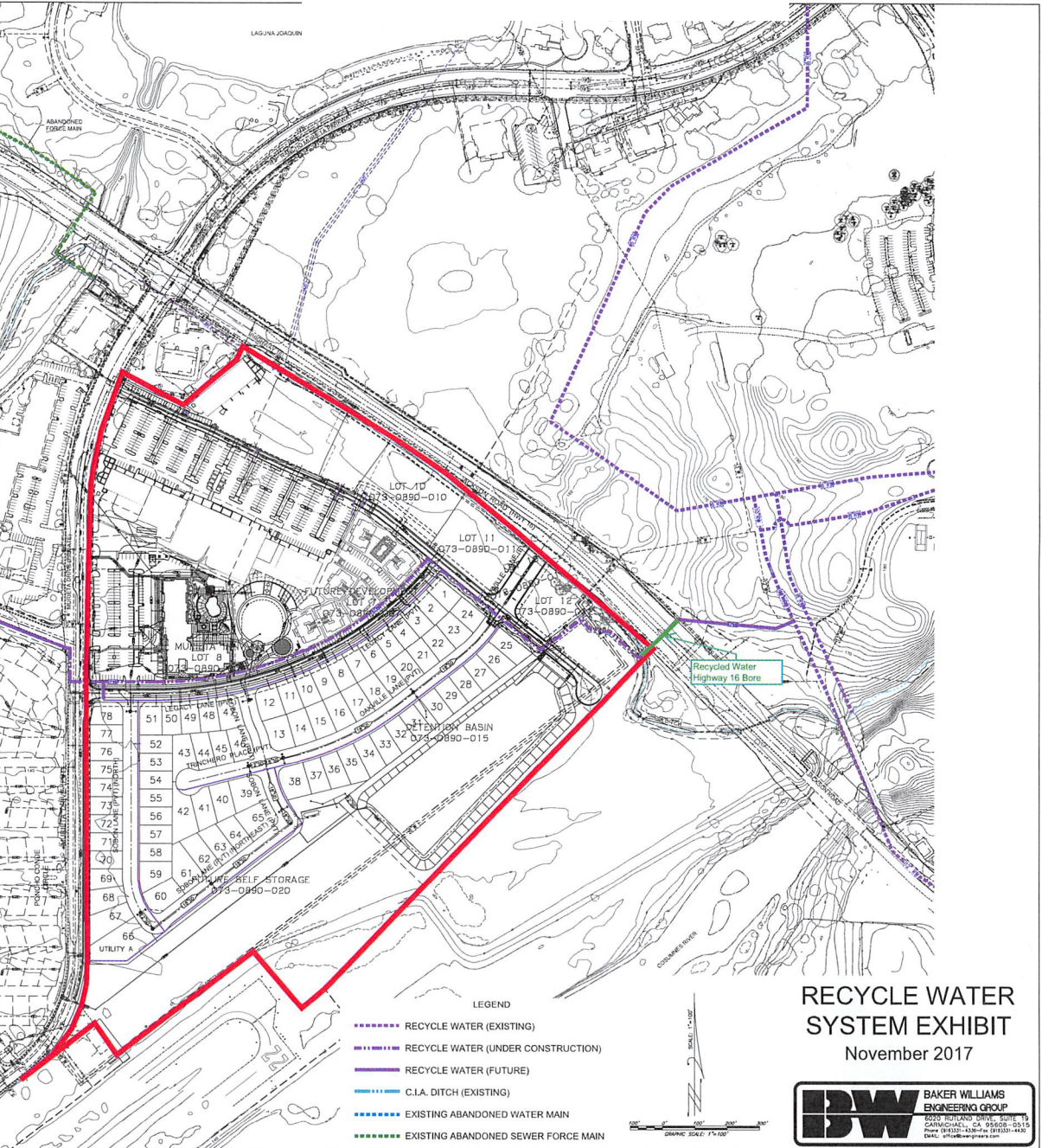
RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

COSUMNES RIVER LAND, LLC

By: \_\_\_\_\_  
Mark Martin  
General Manager

By: \_\_\_\_\_  
John M. Sullivan  
Manager

# EXHIBIT A MURIETA GARDENS I & II PROJECT



## RECYCLE WATER SYSTEM EXHIBIT

November 2017

**IBW** BAKER WILLIAMS ENGINEERING GROUP  
 6005 RICHMOND DRIVE, SUITE 110  
 COSTA MESA, CA 92626-5515  
 Phone 949.532.4300 or 949.532.4430  
 FAX 949.532.4399

EXHIBIT B  
HIGHWAY 16 RECYCLED WATER BORE LOCATION

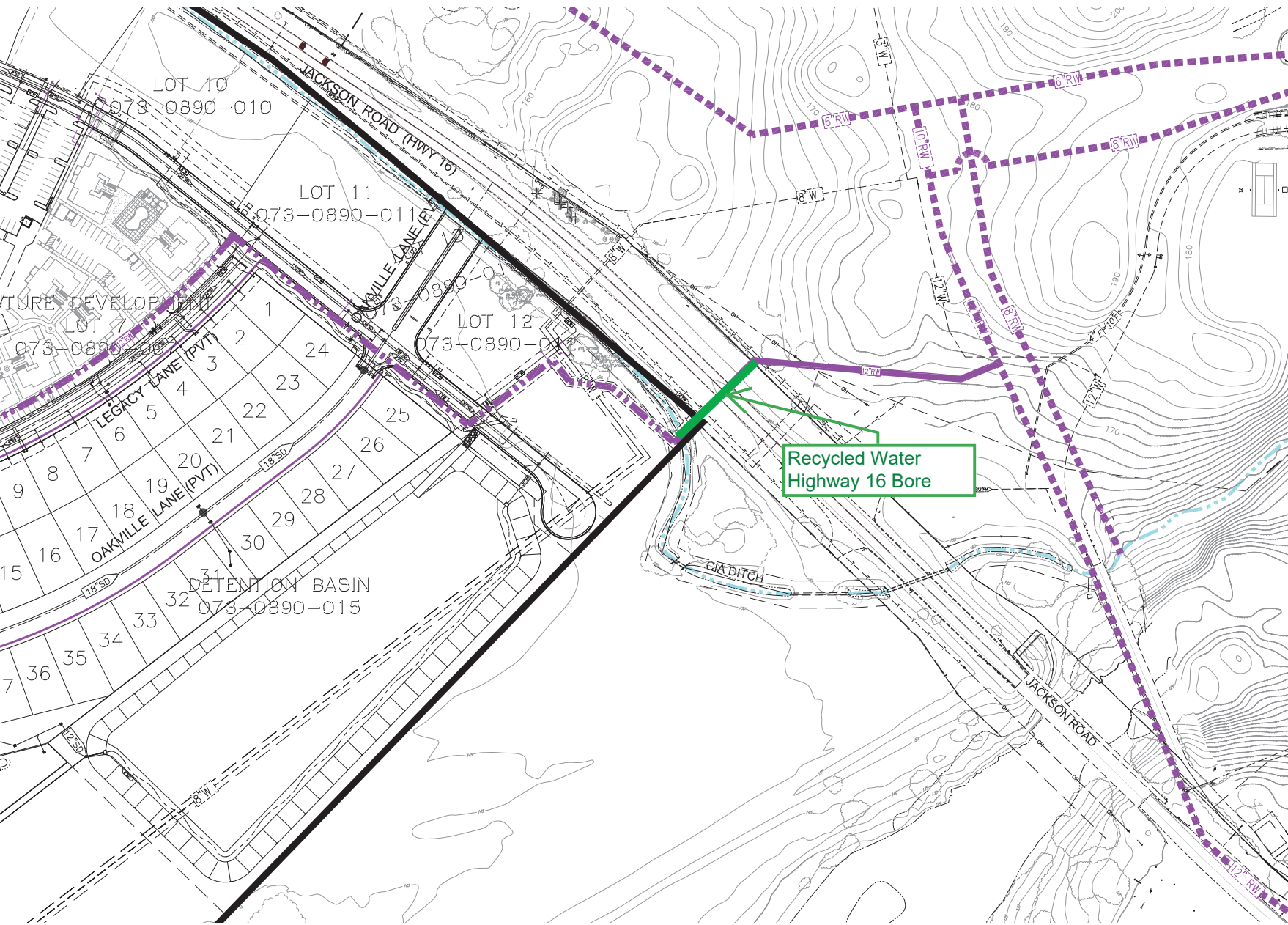






EXHIBIT D - ENCROACHMENT PERMIT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 03/2015)

*Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable.*

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY						2. ROUTE		3. POSTMILE		<b>FOR CALTRANS USE</b> PERMIT NO. DIST/CO/RTE/PM SIMPLEX STAMP DATE OF SIMPLEX STAMP ESTIMATED COMPLETION DATE	
4. ADDRESS OR STREET NAME					5. CITY						
6. CROSS STREET (Distance and direction from project site)						7. PORTION OF RIGHT-OF-WAY					
8. WORK TO BE PERFORMED BY <input type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACTOR				9. ESTIMATED START DATE							
11. EXCAVATION		MAX. DEPTH	AVG. DEPTH	AVG. WIDTH		LENGTH		SURFACE TYPE			
12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY						FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE					
13. PIPES	PRODUCT TYPE			DIAMETER		VOLTAGE / PSIG		14. CALTRANS' PROJECT CODE (ID)			
15. <input type="checkbox"/> Double Permit Parent Permit Number _____ Applicant's Reference Number / Utility Work Order Number _____											

16. Have your plans been reviewed by another Caltrans branch?  NO  YES (if "YES") Who? \_\_\_\_\_

17. Completely describe work to be done within STATE Highway right-of-way:

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, etc.

18. Is a City, County or other public agency involved in the approval of this project?

- YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)
  - COMMERCIAL DEVELOPMENT  BUILDING  GRADING  OTHER \_\_\_\_\_
  - CATEGORICALLY EXEMPT  NEGATIVE DECLARATION  ENVIRONMENTAL IMPACT REPORT  OTHER \_\_\_\_\_
- NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)
  - DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING  FENCE
  - PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS  MAILBOX
  - FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS  EROSION CONTROL
  - OTHER \_\_\_\_\_  LANDSCAPING

# STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

PERMIT NO. \_\_\_\_\_

The following questions must be completed when a City, County or other public agency **IS NOT** involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  YES  NO  
(If "YES", provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building?  YES  NO (If "YES", provide a description)

21. Is work being done on the applicant's property?  YES  NO (If "YES", attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil?  YES  NO  
If "YES", estimate the area within State Highway right-of-way in square feet AND acres: \_\_\_\_\_ (ft<sup>2</sup>) AND \_\_\_\_\_ (acres)  
estimate the area outside of State Highway right-of-way in square feet AND acres: \_\_\_\_\_ (ft<sup>2</sup>) AND \_\_\_\_\_ (acres)

23. Will the proposed project require dewatering?  YES  NO  
If "YES", estimate total gallons AND gallons/month. \_\_\_\_\_ (gallons) AND \_\_\_\_\_ (gallons/month)  
SOURCE\*:  STORM WATER  NON-STORM WATER  
(\*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?

Storm Drain System  Combined Sewer / Storm System  Storm Water Retention Basin

Other (explain): \_\_\_\_\_

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 03/2015)

PERMIT NO. \_\_\_\_\_

**PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.**

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990:** All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

**DISCHARGES OF STORM WATER AND NON-STORM WATER:** All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

<http://www.dot.ca.gov/hq/construc/stormwater>

25. NAME OF APPLICANT OR ORGANIZATION \_\_\_\_\_

ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code) \_\_\_\_\_

E-MAIL ADDRESS _____	PHONE NUMBER _____	FAX NUMBER _____
----------------------	--------------------	------------------

26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25) \_\_\_\_\_

IS A LETTER OF AUTHORIZATION ATTACHED?  
 YES       NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code) \_\_\_\_\_

E-MAIL ADDRESS _____	PHONE NUMBER _____	FAX NUMBER _____
----------------------	--------------------	------------------

27. NAME OF BILLING CONTACT (Same as #25  Same as #26 ) \_\_\_\_\_

BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code) \_\_\_\_\_

E-MAIL ADDRESS _____	PHONE NUMBER _____	FAX NUMBER _____
----------------------	--------------------	------------------

28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT _____	29. PRINT OR TYPE NAME _____	30. TITLE _____	31. DATE _____
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## MEMORANDUM

Date: January 6, 2019  
To: Improvements Committee  
From: Mark Martin, General Manager  
Subject: Update on Sobon/Murieta Drive and Legacy Lane Recycled Water Line Reimbursement Agreements

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### BACKGROUND

Two (2) recycled water lines, one from Sobon Lane to Murieta Drive and a second from near Highway 16 via Legacy Lane to just west of Murieta Drive have been constructed by Cosumnes River Land, LLC (CRL) (Developer) within the Murieta Gardens I & II project area.

At the time of construction, the Developer did not have reimbursement agreements in place with the District. Draft reimbursement agreements have been prepared, however, to continue processing of the agreements, RMCS D must first receive appropriate cost detail from the Developer for staff to ensure the reasonableness of the costs and the proper applicability of the reimbursement requests. Once the cost detail is received, staff needs adequate time to review the information before we take the draft reimbursement agreements to the next available Improvements Committee and on to the Board for final approval.

For purposes of Developer reimbursement and as the fiduciary responsibility of the District, it is critical the District receives cost information that will survive an audit in the same way as if the District constructed the line. Staff inquired, and the District's legal counsel and auditor have provided the following independent guidance respectively:

*"The developer should be asked to substantiate that each cost item was actually incurred and paid by providing appropriate documentation of each incurred and paid expense (e.g., copies of invoices, bills, canceled checks, credit card statements, timesheets, expense reports, receipts, or other proof of payment). Reimbursement should be based on actual costs and not a developer cost estimate or the [contractor] bid amount. The Baker-Williams letter is an engineer cost estimate and not proof of actual expenditures. The District should not proceed with reimbursement based on an engineer cost estimate."*

*"The District should require a copy of the contract and any change orders and a copy of the invoices and cancelled checks to verify that the payment matches the invoiced amounts. From an audit perspective, I will need the same type of support for the payments made to the Developer as I would for a contractor performing the work. It would also make sense to have the District engineer come up with and expected contract amount and compare that to the Developer information, to verify that the District is saving money versus contracting the work separate from the Developer."*

No further cost detail has been provided as of this date for the Sobon Drive to Murieta Drive recycled water line installation. Copies of earlier conflicting estimates provided to the District across a span of months from the Developer's engineer have been provided to the Developer for their review and clarification to the District.

With the Legacy Lane recycled water line reimbursement, the Developer has asserted in numerous meetings and discussions that an agreement was in place between the former District General Manager, Darlene Thiel, and that no more detail is required for reimbursement other than the engineer's estimate and a very limited signed invoice from the contractor stating they have been paid the engineer's estimate amount for the project.

In light of the Developer's prior assertion of an existing agreement, staff has asked the Developer for supporting documentation of the agreement between the Developer and the District. On December 21, 2018, staff received the attached email from June 7, 2016 as the Developer's proof of an agreement between the District and the Developer for reimbursement (Attachment A). Attachment B reflects a April 11, 2016 project cost estimate from Baker-Williams, the Developer's engineer. Attachment C reflects proof of payment by the Developer to JD Pasquetti, the contractor, as a follow-up to an early 2018 request by the District to the Developer for more detailed proof of project costs and payments as a means to authorize reimbursement.

In staff's opinion, the information in Attachment A does not appear to suffice as an approved agreement that meets the standard for reimbursement to the Developer without further supporting cost detail as dictated by the District's legal counsel and auditor as outlined above. Further, Attachments B & C are very limited in nature and do not appear to support actual costs incurred by the contractor as we believe is required as would be the case if the contractor accomplished the project directly for the District.

## Mark Martin

---

**From:** Cindy Moreno <CindyM@liveoaklegacy.com>  
**Sent:** Friday, December 21, 2018 10:51 AM  
**To:** Mark Martin  
**Subject:** RE: June 7, 2016 - Email from Darlene regarding Legacy Lane recycled water line  
**Attachments:** RE: Murieta Inn Water Meter

Per your request....

*Cindy Moreno*

Rancho Murieta Properties  
14670 Cantova Way #220  
P.O.Box 1280  
Rancho Murieta, CA 95683  
(916) 919-6673

---

**From:** Mark Martin <MMartin@ranchomurieta.com>  
**Sent:** Friday, December 21, 2018 9:48 AM  
**To:** Cindy Moreno <CindyM@liveoaklegacy.com>  
**Subject:** Re: June 7, 2016 - Email from Darlene regarding Legacy Lane recycled water line

Thanks Cindy.

---

**From:** Cindy Moreno <[CindyM@liveoaklegacy.com](mailto:CindyM@liveoaklegacy.com)>  
**Sent:** Friday, December 21, 2018 5:36:10 AM  
**To:** Mark Martin  
**Subject:** Re: June 7, 2016 - Email from Darlene regarding Legacy Lane recycled water line

Mark,

I was in meetings all day yesterday. I will send when I get in this morning.

Thanks!!

Cindy

On Dec 20, 2018, at 8:27 AM, Mark Martin <[MMartin@ranchomurieta.com](mailto:MMartin@ranchomurieta.com)> wrote:

Hi Cindy,

As a follow-up, I spoke with John last night at the CSD Board meeting about the matter. John offered to have you send me the email you have from Darlene on that topic dated June 7, 2016.

Thanks and Merry Christmas!

- Mark

**Mark Martin**  
General Manager

**Rancho Murieta CSD**

<image001.png>  
15160 Jackson Road  
P.O. Box 1050  
Rancho Murieta, CA 95683

(916) 354-3700  
[mmartin@rmcsd.com](mailto:mmartin@rmcsd.com)  
[www.rmcsd.com](http://www.rmcsd.com)

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## Mark Martin

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**From:** Darlene Gillum <dgillum@ranchomurietacsd.com>  
**Sent:** Tuesday, June 7, 2016 1:51 PM  
**To:** Cindy Moreno  
**Cc:** Debby Bradberry  
**Subject:** RE: Murieta Inn Water Meter  
**Attachments:** Murieta Inn hook up fees-3.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Cindy – here is the revised hook-up fee for the Inn. The change in square footage reduced the total fee for the Inn about \$11,000 but since the change only affected the Water Supply Augmentation and the Recycled Water credit the total amount due for the Inn didn't change. The \$11,000 rolled over to the Extended Stay in-lieu credit.

*Darlene J. Thiel Gillum*

**General Manager**

Rancho Murieta Community Services District  
P.O. Box 1050  
15160 Jackson Road  
Rancho Murieta, CA 95683  
Phone: 916-354-3709  
Cell: 916-873-5145  
Fax: 916-314-3530

**Visit us at [www.RMCSD.com](http://www.RMCSD.com)**

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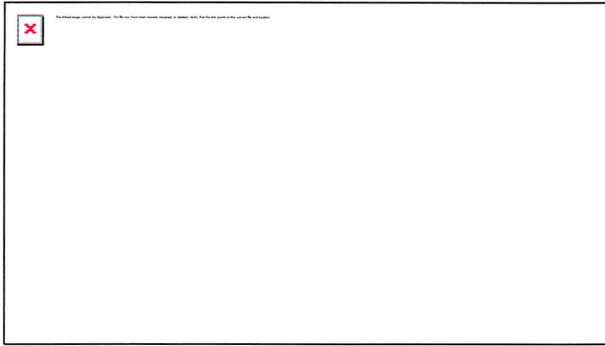
**From:** Cindy Moreno [mailto:CindyM@liveoaklegacy.com]  
**Sent:** Monday, June 06, 2016 4:20 PM  
**To:** Paul Siebensohn; Darlene Gillum  
**Subject:** Fwd: Murieta Inn Water Meter

Begin forwarded message:

**From:** Sandy Swanson <[SandyS@pwcarchitects.com](mailto:SandyS@pwcarchitects.com)>  
**Date:** June 6, 2016 at 3:41:41 PM PDT  
**To:** Cindy Moreno <[CindyM@liveoaklegacy.com](mailto:CindyM@liveoaklegacy.com)>  
**Subject:** RE: Murieta Inn Water Meter

Yes; you are correct. (Does not include pool pump house.)





---

**From:** Cindy Moreno [<mailto:CindyM@liveoaklegacy.com>]  
**Sent:** Monday, June 06, 2016 3:00 PM  
**To:** Sandy Swanson  
**Subject:** Fwd: Murieta Inn Water Meter

Sandy,  
Can you clarify for me if the "total" square footage of the "entire" hotel is 86,342 SF and that that SF includes the restaurant, lobby, salon & Conf room, etc.

Thanks!!  
Cindy Moreno

Begin forwarded message:

**From:** Debby Bradberry <[dbradberry@ranchomurietacsd.com](mailto:dbradberry@ranchomurietacsd.com)>  
**Date:** April 21, 2016 at 5:19:10 PM PDT  
**To:** Sandy Swanson <[SandyS@pwcarchitects.com](mailto:SandyS@pwcarchitects.com)>  
**Cc:** Robert Prince <[RobertP@poelmaninc.com](mailto:RobertP@poelmaninc.com)>, Jeff Pearson <[jeffp@poelmaninc.com](mailto:jeffp@poelmaninc.com)>, Paul Siebensohn <[psiebensohn@ranchomurietacsd.com](mailto:psiebensohn@ranchomurietacsd.com)>, "Cindy Moreno ([CindyM@liveoaklegacy.com](mailto:CindyM@liveoaklegacy.com))" <[CindyM@liveoaklegacy.com](mailto:CindyM@liveoaklegacy.com)>  
**Subject: RE: Murieta Inn Water Meter**

Total Hotel Facility - 86,342 sf

Restaurant, Cocktail Lounge, Bar – 1,532 sf

Spa – 3,812 sf

Salon NA

Conference room – 3,372 sf

Lobby – 2,350 sf

# Murieta Inn Hook-Up fees

	EDU ratio	Calc Basis	Fee	Cost
<b>Water Augmentation</b>			\$ 4,660.00	
Hotel Facility	0.5 per 1000 sq.ft	77626		\$ 180,868.58
Conference rooms (5)	0.5 per 1000 sq.ft	3372		\$ 7,856.76
Spa & Salon	0.2 per 1000 sq.ft	3812		\$ 3,552.78
Resturant, Bar & Lounge	2.0 per 1000 sq.ft	1532		\$ 14,278.24
Fire Dept. Connection 8"	0.6 per Connection	1		\$ 2,796.00
<b>Total WSA</b>				<b>\$ 209,352.36</b>
<b>Recycle Credit</b>			\$ (2,000.00)	
Hotel Facility	0.5 per 1000 sq.ft	77626		\$ (77,626.00)
Conference rooms (5)	0.5 per 1000 sq.ft	3372		\$ (3,372.00)
Spa & Salon	0.2 per 1000 sq.ft	3812		\$ (1,524.80)
Resturant, Bar & Lounge	2.0 per 1000 sq.ft	1532		\$ (6,128.00)
Fire Dept. Connection 8"	0.6 per Connection	1		\$ (1,200.00)
<b>Total Recycle Credit</b>				<b>\$ (89,850.80)</b>
<b>Capital Improvement</b>			\$ 1,180.00	
Hotel	0.4 per room	83		\$ 39,176.00
Conference rooms (5)	0.6 per 1000 sq.ft	3372		\$ 2,387.38
Resturant, Bar & Lounge	0.6 per 1000 sq.ft	1532		\$ 1,084.66
Spa & Salon	0.6 per 1000 sq.ft	3812		\$ 2,698.90
Fire Dept. Connection 8"	0.6 per Connection	1		\$ 708.00
<b>Total Cap Imp</b>				<b>\$ 46,054.93</b>
<b>Prev Infastructure Reimb.</b>	18 per edu	18	\$ 5,900.00	\$ 106,200.00
	<i>Adjusted edu:30 allotted 18 hotel; 12 extended stay</i>			
<b>Security Impact</b>	18 per edu	18	\$ 750.00	\$ 13,500.00
	<i>Adjusted edu:30 allotted 18 hotel ;12 extended stay</i>			
<b>Water meter</b>	2 3/4 and 4"	cost		\$ 3,460.44
	<i>3/4" is for bypass meter; 4" is for hotel service; includes MXUs</i>			
<b>Water meter Inspection</b>	2		\$ 126.50	\$ 253.00
<b>Sewer Inspection</b>	1		\$ 126.50	\$ 126.50
<b>Spray Field Maintenance</b>	18 per edu	18	\$ 225.00	\$ 4,050.00
		<b>Total Fees</b>		<b>\$ 293,146.43</b>
	In-lieu credit applied			<b>\$ (119,501.56)</b>
		<b>Total due</b>		<b>\$ 173,644.87</b>
<b>Recycled Water Mainline construction cost:</b>				<b>\$ 173,606.98</b>
	Net Credit for WSA fee and Recylce Water			<b>\$ (119,501.56)</b>
<b>Remaining in-lieu credit to be applied to extended stay fees</b>				<b>\$ 54,105.42</b>

6020 Rutland Drive Suite 19

Carmichael , Ca 95628

(916)-331-4336 Fax (916)-331-4430

April 11, 2016

John M. Sullivan  
 Cosumnes River Land, LLC  
 P.O. Box 1230  
 Rancho Murieta, CA 95683

Subject: Murieta Gardens- Infrastructure Recycle Water Main Cost Estiamte  
 Our File No. 11-01-001

Dear John

The following is the cost to construct the Recycled Water Main line associated with the Infrastrucutre plans. The cost include an 8% engineering and surveying soft cost.

**RECYCLE WATER SYSTEM**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	12" Recycled Water Main	2,158 LF	\$65.90	\$142,212.20
2	12" Recycled Water Valve	5 EA	\$2,503.00	\$12,515.00
3	Recycled Water Blow Off Valve	1 EA	\$2,558.00	\$2,558.00
4	1" Recycle Water Air Valve	1 EA	\$3,462.00	\$3,462.00
			<b>SUB TOTAL</b>	<b>\$160,747.20</b>
			Engineering and Staking soft cost at 8%	\$12,859.78
			<b>TOTAL</b>	<b>\$173,606.98</b>

Note:

- 1| This estimate is based on approved plans.
- 2| The unit prices shown are based on the awarding contractor bids.

If you have any questions of need additional information, please call.

BAKER-WILLIAMS ENGINEERING GROUP

Michael Robertson



**JD Pasquetti Engineering, Inc.**  
3032 Thunder Valley Court  
Lincoln, Ca. 95648  
Phone 916-543-9401.....Fax 916-543-9426

**Bid Item Breakdown**

To **John M. Sullivan**  
Cosumnes River Land, LLC  
P.O. Box 1230  
Rancho Murieta, CA 95683

February 14, 2018

Job **Murieta Gardens - Infrastructure Recycled Water Main Line Cost Estimate**

Item	Description	Quantity	Unit		Total
	Recycled Water System				
1	12" Recycled Water Main	2,158	lf	65.90 \$	142,212.20
2	12" Recycled Water Valve	5	ea	2,503.00 \$	12,515.00
3	Recycled Water Blow Off Valve	1	ea	2,558.00 \$	2,558.00
4	1" Recycled Water Air Valve	1	ea	3,462.00 \$	3,462.00
				<b>SUB TOTAL:</b>	<b>160,747.20</b>
				Engineering and Staking soft cost at 8%	12,859.78
				<b>TOTAL:</b>	<b>173,606.98</b>

These cost above have been paid in full to JD Pasquetti in referenced to Baker Williams Engineering Group letter dated April 11, 2016

*Michael R. Book*

*JD Pasquetti*

*2-14-18*

## MEMORANDUM

Date: January 7, 2019  
To: Improvements Committee  
From: Mark Martin, General Manager  
Subject: Force Main Break at Cantova Lift Station and Requested Relocation of Line

---

### BACKGROUND

Attached is a memo from District Engineer Coastland Engineering on a situation related to breakage and potential realignment of a sewer force main adjacent to the Cantova Lift Station. A rough diagram of the situation is provided for discussion and reference.

On December 12, 2018, the Developer's contractor broke a District sewer force main while excavating to place a new sewer line to the lift station. Unfortunately, the District's plans did not show the proper alignment of the existing force main. The District's as-built plans in question were prepared by the engineering firm Creegan & D'Angelo in April of 1987. When requested to place USA markings to indicate the path of the District's facility, the markings matched what we had on the as-built plans. The actual location and alignment were far off-plan. A temporary repair was effected that day. From accounts of the District staff present, the sewer line was reasonably exposed before the breakage occurred and heavy equipment was being used to excavate just prior to the final action using hand tools that created the break.

Beyond the breakage that occurred and a need to assess liability and hence degree of financial responsibility for its repair, the existing alignment of the broken line impacts a newly installed customized manhole (customized for proper flow direction) and sewer line that was designed without the expectation of the sewer line being in its current alignment. Because of this, the Developer is requesting the District to pay for the relocation and permanent repair of the line. The Developer has a fast approaching deadline to meet to have their new line in place to properly serve model homes at the Murieta Gardens "78" project for K. Hovnanian Homes.

At end of business January 4, 2019, the Developer's engineer, Baker-Williams provided a rough estimate of the repairs effected by the Developer's contractors and an estimated amount to relocate and effectively repair the force main. A copy of this estimate is provided for your review. As you will see, the potential unanticipated cost to relocate the line is significant. Based on the amount of the estimated relocation effort, Board approval will be required if a relocation is desired and paid for by the District. Staff believes it necessary at minimum to consider potential cost-effective alternatives to the proposed relocation and for purposes of discussion consider whether the District has any obligation to fund the relocation of a District facility for the purpose of newly constructed line benefitting private development.



# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

January 4, 2019

Mr. Mark Martin  
General Manager  
Rancho Murieta Community Services District  
Via email: MMartin@ranchomurietacsd.com

Subject: Conflict Between New Murieta Gardens Gravity Sewer Main and Existing Force Main Near the Cantova Lift Station

Dear Mark,

As requested, below is a brief summary of the conflict between the new Murieta Gardens gravity sewer main being constructed by the developer and the existing RMCSO force main near the Cantova Lift Station ("Sewer Main Conflict"):

**December 12, 2018 (~4 pm):** District received notification that an existing asbestos concrete pipe (ACP) force main was exposed during digging operations. The ownership, function and disposition of the pipe was not initially known at the time of discovery.

- Based on feedback from field inspectors, the line was first exposed and potentially compromised by an excavator, and then broken with hand tools. Sewage was released at high pressure once the pump station came back on line.
- The District's Operations Director was called to assist and a temporary patch was installed.
- The location of the break was near the Murieta Gardens subdivision gravity main connection near the Cantova lift station.

**December 13 (~8 am):** Paul Siebensohn informs District Engineer Coastland Engineering of the break and temporary fix, and requests that Coastland provide a recommendation for a permanent fix. Upon discussion with Coastland field inspectors and the Developer's Engineer of Record (Baker Williams), Coastland understood the following:

- The broken pipe is 4" ACP, inserted into a 6" ACP without a fitting. The break is in close proximity to a 90-degree bend with thrust block, from which the ACP headed vertically downward to an unspecified depth. The contractor was not able to conduct further excavations due to concerns about the stability of the fragile ACP pipe and concerns that the thrust block above the vertical segment would become unstable, may cause further damage and may compromise the safety of workers. In the process, approximately 7-8 feet of the vertical segment of ACP line was uncovered. The contractor eventually backfilled the 7-8 foot excavation that day.
- The ACP pipe is not in the location shown on the USA markings, based on District maps. The ACP line was shown to tie into the southerly side of the Cantova lift station wet well but it was uncovered on the easterly side of the wet well.
- The new gravity line is almost completely constructed from the nearest upstream manhole. The only remaining portion of the gravity line remaining to be built is a small portion from the new manhole to the existing wet well. The new gravity line is designed to be approximately 17 feet deep.

**Santa Rosa**

1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**

11865 Edgewood Road  
Auburn, CA 95603  
Tel: 530.888.9929

**Pleasant Hill**

3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333

[www.coastlandcivil.com](http://www.coastlandcivil.com)

- The horizontal location of the ACP pipe was explained as roughly parallel to the proposed gravity line, but still just outside the trench wall. Based on this understanding, Coastland issued a field directive via email to repair the line in place by removing the existing thrust block and ACP pipe and installing new HDPE pipe with restrained joints to replace the damaged pipe and replace the 90 degree bend. This directive assumed that the compromised pipe and thrust block could be held in place with shoring during the remainder of construction of the gravity line.

**December 14:** Baker Williams suggests to Coastland via phone call that the ACP pipe be moved and relocated, and wants District to pay for potholing to determine location of ACP pipe. The engineer states this would remove several 90-degree bends and eliminate 4 inch “pinch point”. However, the District replied by stating that the capacity is not needed and direction is given to proceed with repairing the pipe in place as directed on December 13.

**December 17:**

- Coastland has an additional discussion with Mike Robertson that morning and learned that over the weekend, Poelman Construction had clarified that the trench wall needed to be widened to complete the installation of the developer’s gravity main, which means that the ACP pipe is within the trench of the gravity pipe, and it is therefore not possible to shore the trench and safely install the gravity line. The ACP pipe will need to be relocated in order to install the gravity main.
- During the 1:15 pm site meeting attended by District, Coastland, Baker Williams, JDP and Poelman, the following was discussed:
  - The first attempt at placing a District camera in the force main to trace the approximate location had failed because of the 90-degree bends and camera size.
  - It was determined that the District would hire EDCO (a sewer service contractor), since they had a smaller camera and could do the work. EDCO would place their camera in the force main at the break point. The loose trench area had deteriorated over the weekend, during recent rain events. The AC paving was dangerously overhanging the open trench and needed to be cut back. Safety concerns were discussed.
  - If inserting the camera at the break point did not work, a bypass of sewage may be needed. Options on how a bypass would be accomplished, including utilizing trucks, was discussed.

**December 19:** District and EDCO were able to successfully use the camera in the existing pipe break to view and approximate the location of the sewer line. They marked the approximate sewer line location on the ground to document the location. Staff completed the repair, secured the site, and left the excavation open.

**December 26:** Baker Williams provided a sketch for the re-routing of the District force main for District review. They request additional potholing to positively locate the pipe, as the actual location and depth of the connection point is unknown.

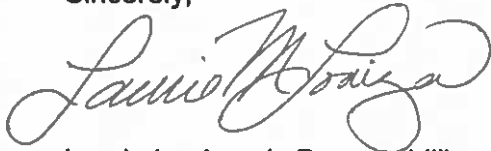
**December 28:** Conference call is set up to discuss status between the District General Manager (Mark Martin), Coastland (Dane Schilling and Laurie Loaiza), Baker Williams (Mike Robertson) and Developer (John Sullivan). The following was discussed:



- Baker Williams will prepare a cost estimate by Friday, January 4. It is understood that JDP is not able to give an accurate cost estimate until potholing is complete, so the numbers will be a preliminary estimate.
- The next step will be to set up a conference call to discuss responsibility between the Developer and the District. There is not concurrence at this time as to who will pay to relocate the force main line.

If you have any questions, please feel free to call me at (530) 968-4235. Thank you.

Sincerely,



Laurie Loaiza c/o Dane Schilling, District Engineer

cc:

Mark Martin, General Manager Rancho Murieta CSD  
Dane Schilling, Coastland Civil Engineering

F:\Projects\Rancho Murieta CSD\107-3410 Rancho Murieta CSD\TO#5 - Murieta Marketplace\Murieta Gardens I & II Infrastructure Plan\Construction submittals\Force Main Conflict







Photo 1: Trench excavation at force main break, illustrating sloughing of trench under existing AC , dated 12/17/18.



Photo 2: Trench excavation after initial backfill dated 12/13/18. Concrete area in middle of trench is top of thrust block on existing 90 degree bend.



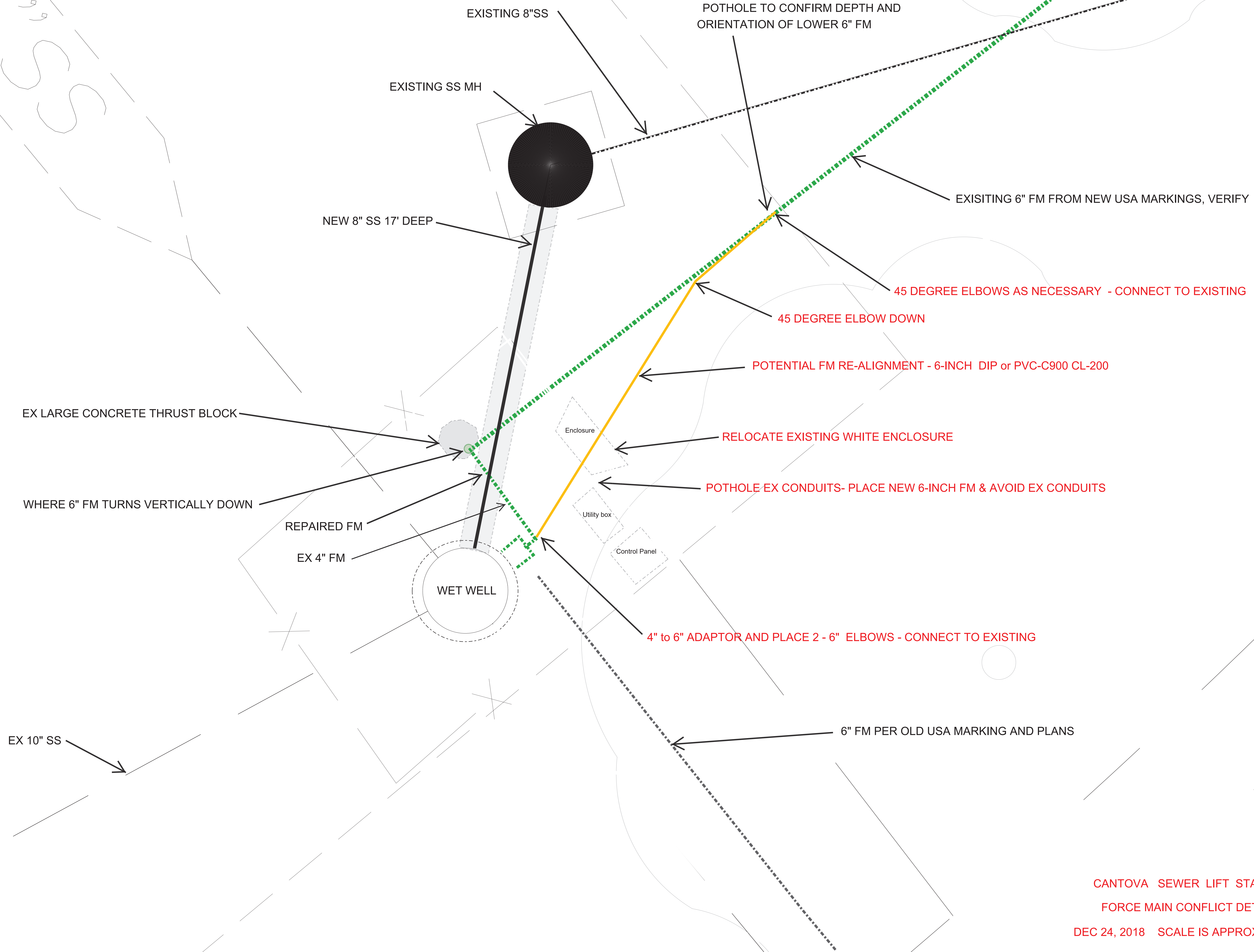


Photo 4: Temporary repair at break dated 12/12/18.



Photo 5: Site when force main was broken dated 12/12/18.

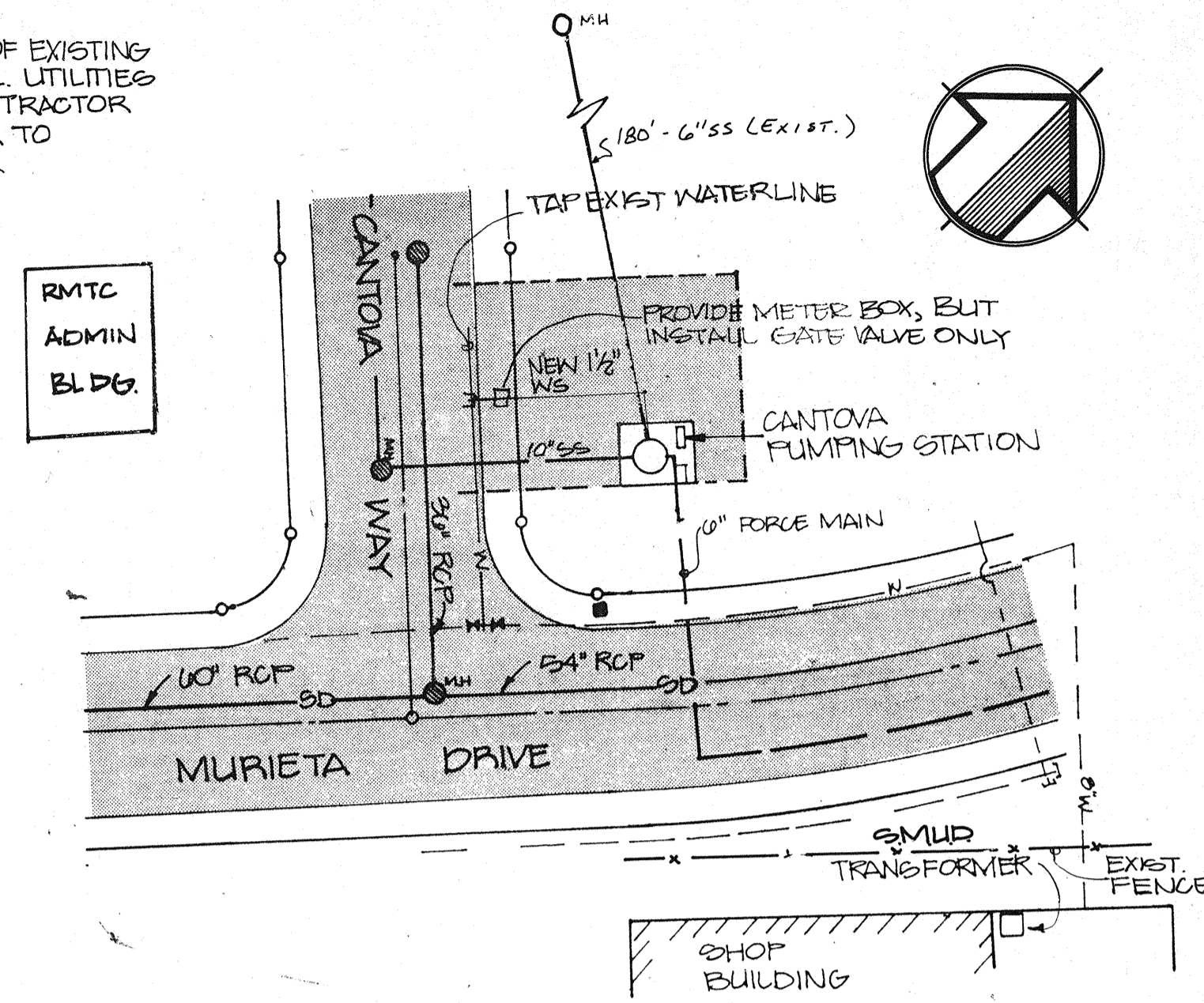




CANTOVA SEWER LIFT STATION  
FORCE MAIN CONFLICT DETAIL  
DEC 24, 2018 SCALE IS APPROXIMATE

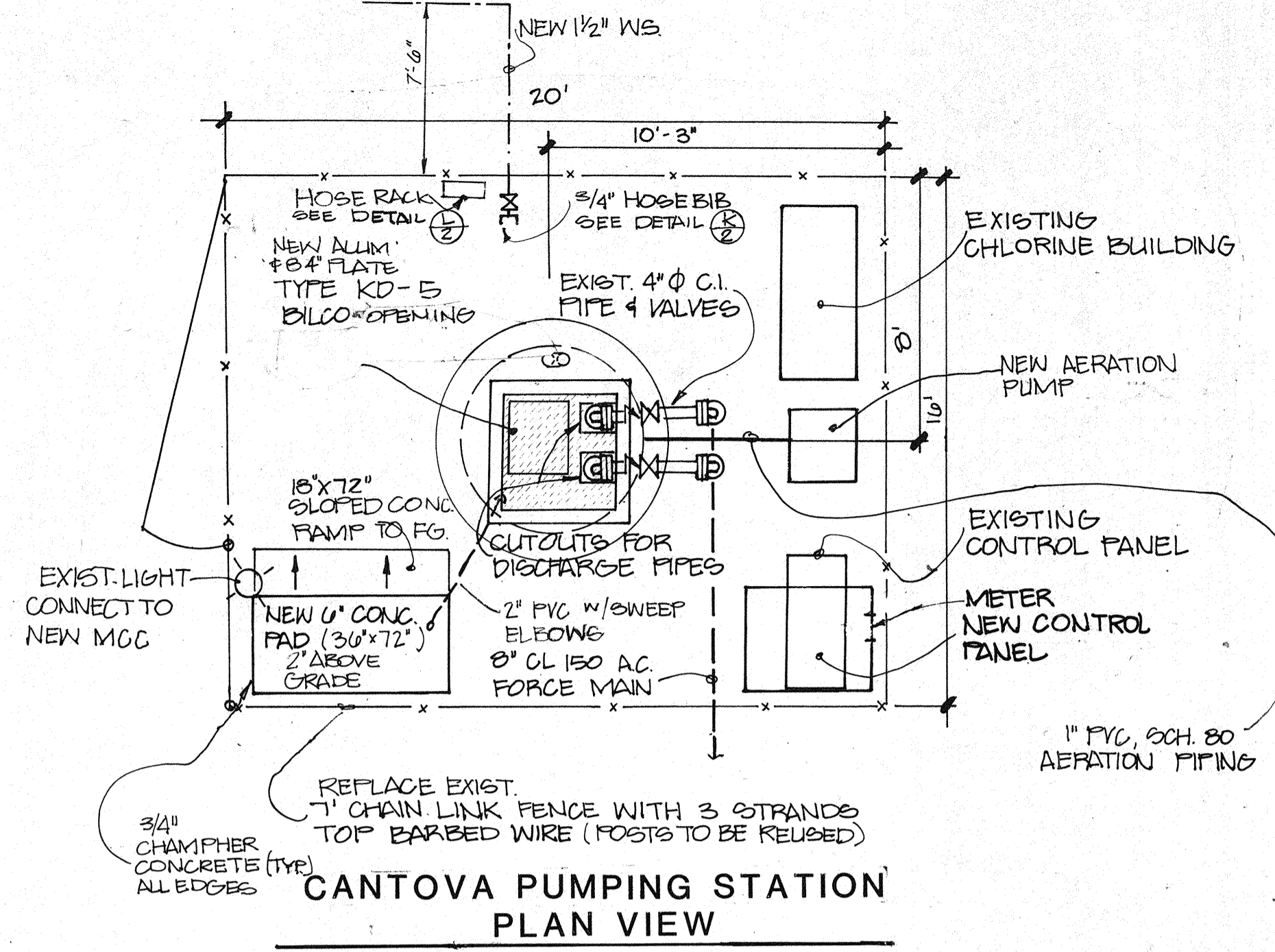
S:\BMSG\Jobs\2011\_Abbey\11-01-001\_Maricopa\_Collins\_L&E\BMSG\Drawings\Plan\Manufacture Plans\110101-FPM\BURET\3.dwg, Model: 12/15/2018 8:55:53 AM, Mike Robenah

NOTE: LOCATION OF EXISTING ELEC, GAS, & TEL. UTILITIES NOT KNOWN. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION.



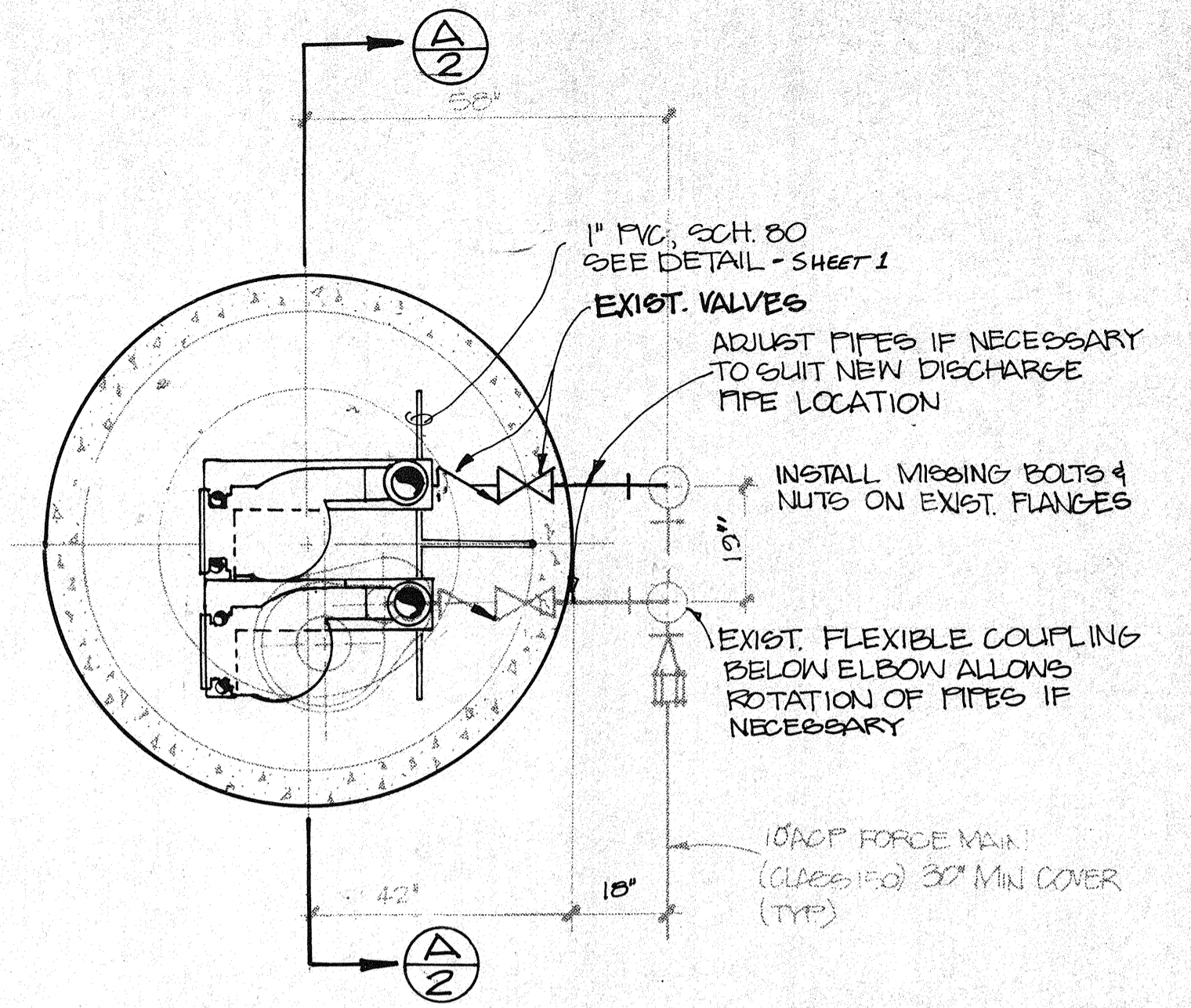
PLAN VIEW

1" = 40'



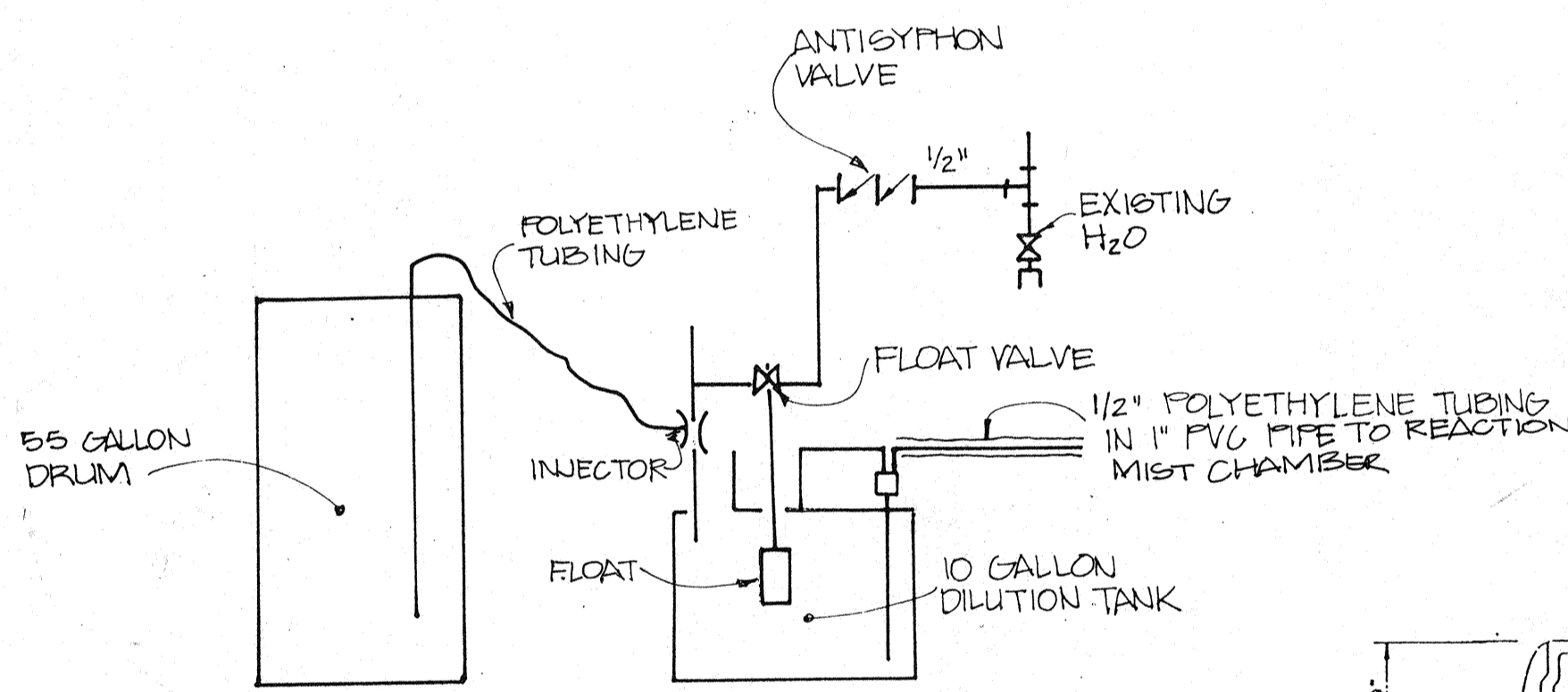
CANTOVA PUMPING STATION PLAN VIEW

1" = 4'



(PIPING PLAN)

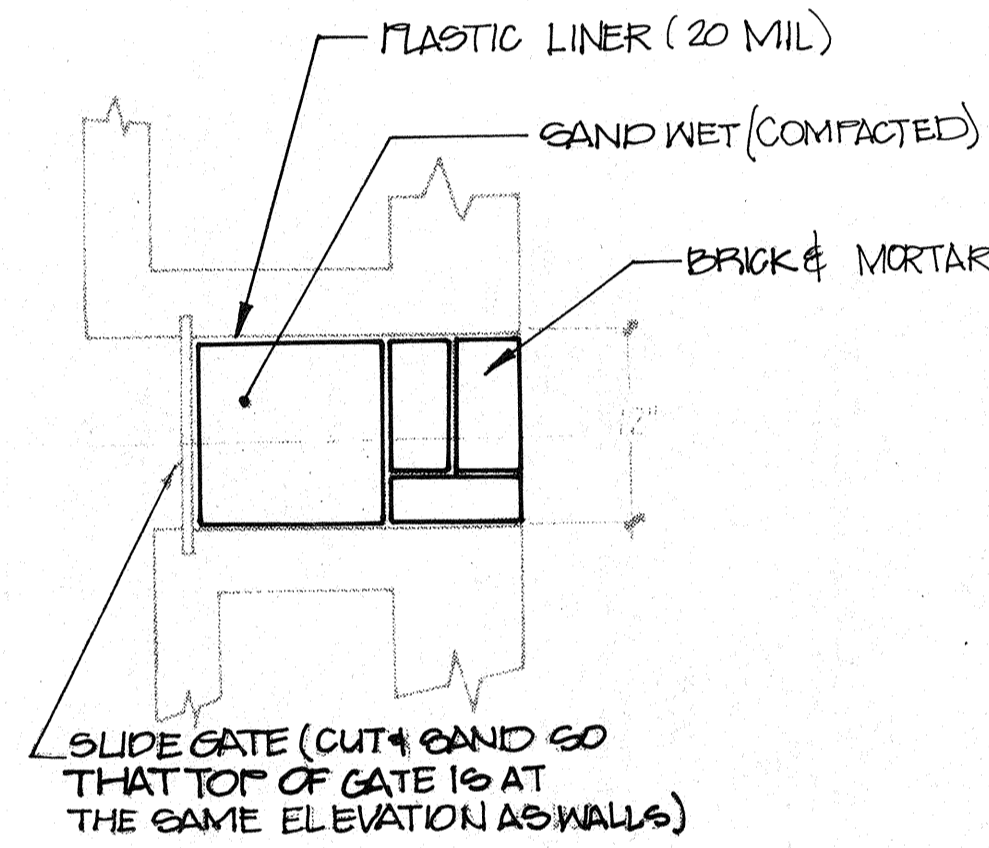
1/2" = 1'-0"



ODOR CONTROL SYSTEM

N.T.S.

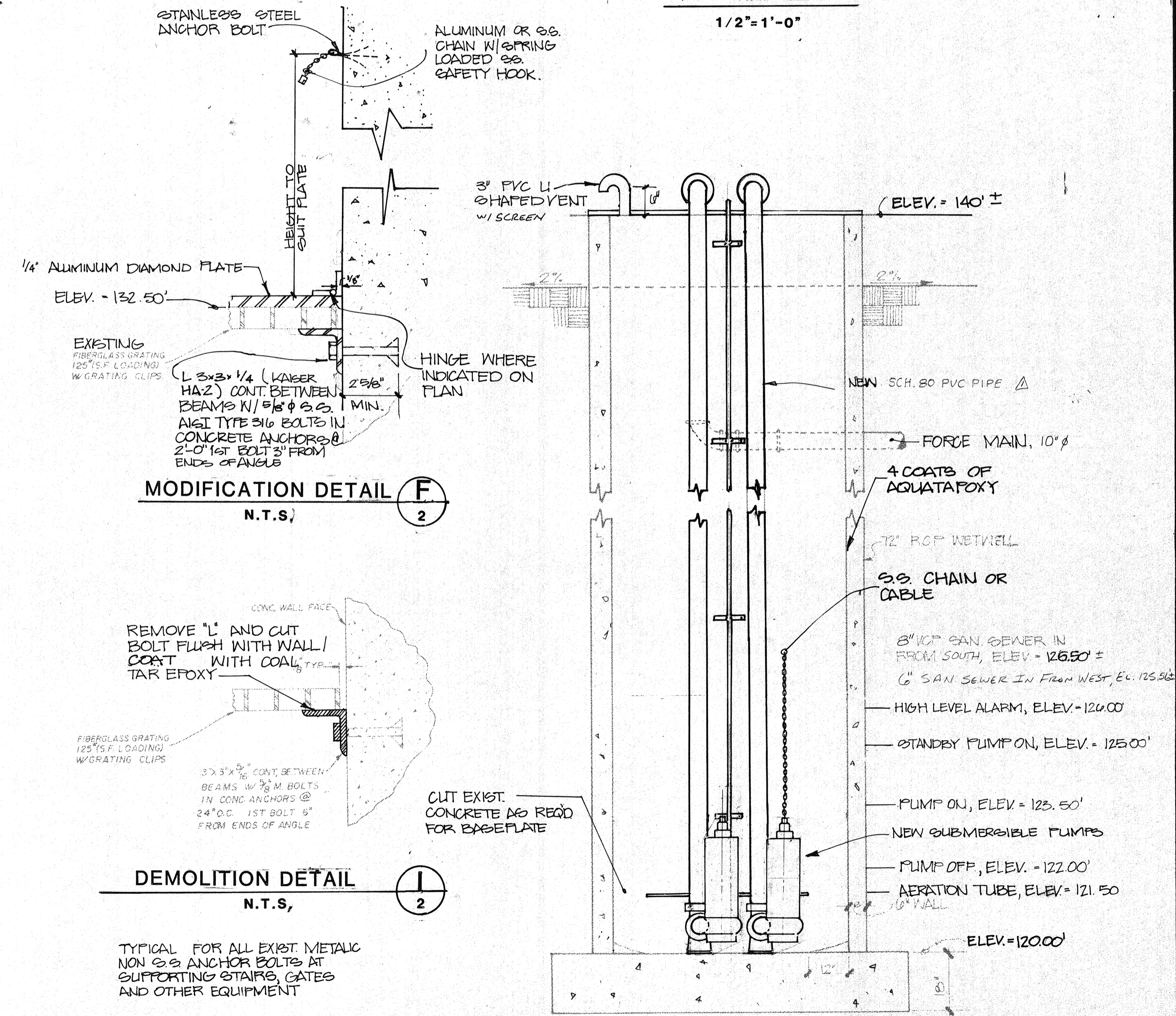
(D) 2



DETAIL (E)

N.T.S.

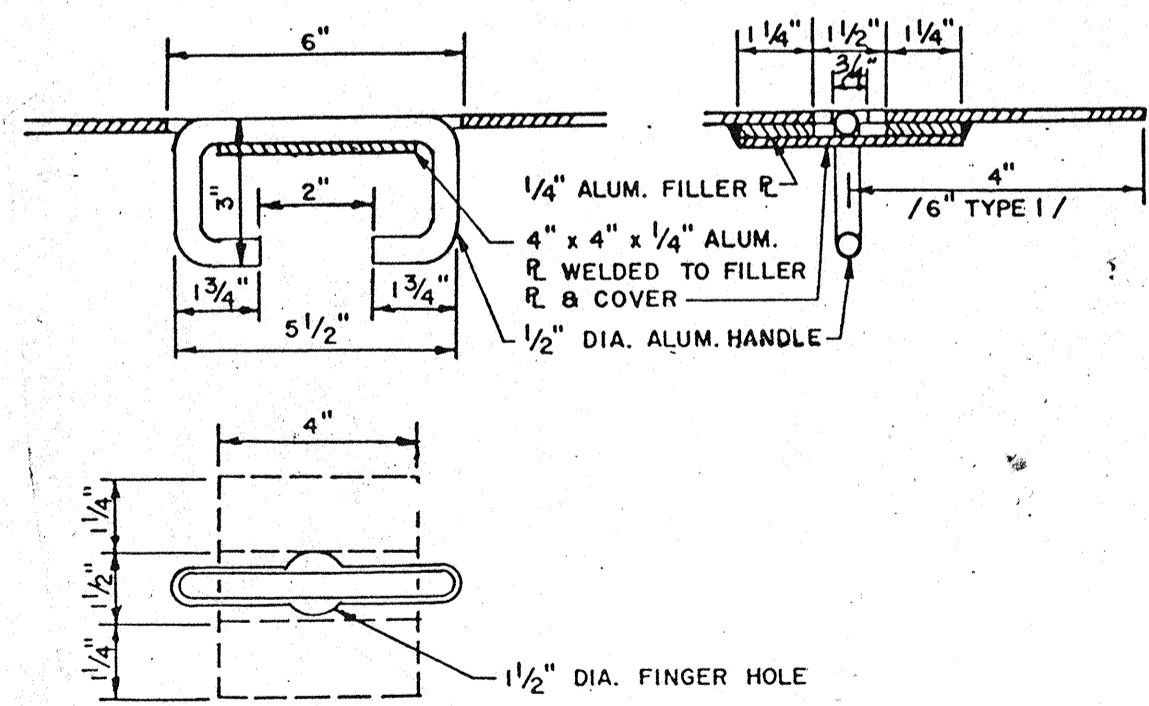
(E) 2



SECTION (A)

1/2" = 1'-0"

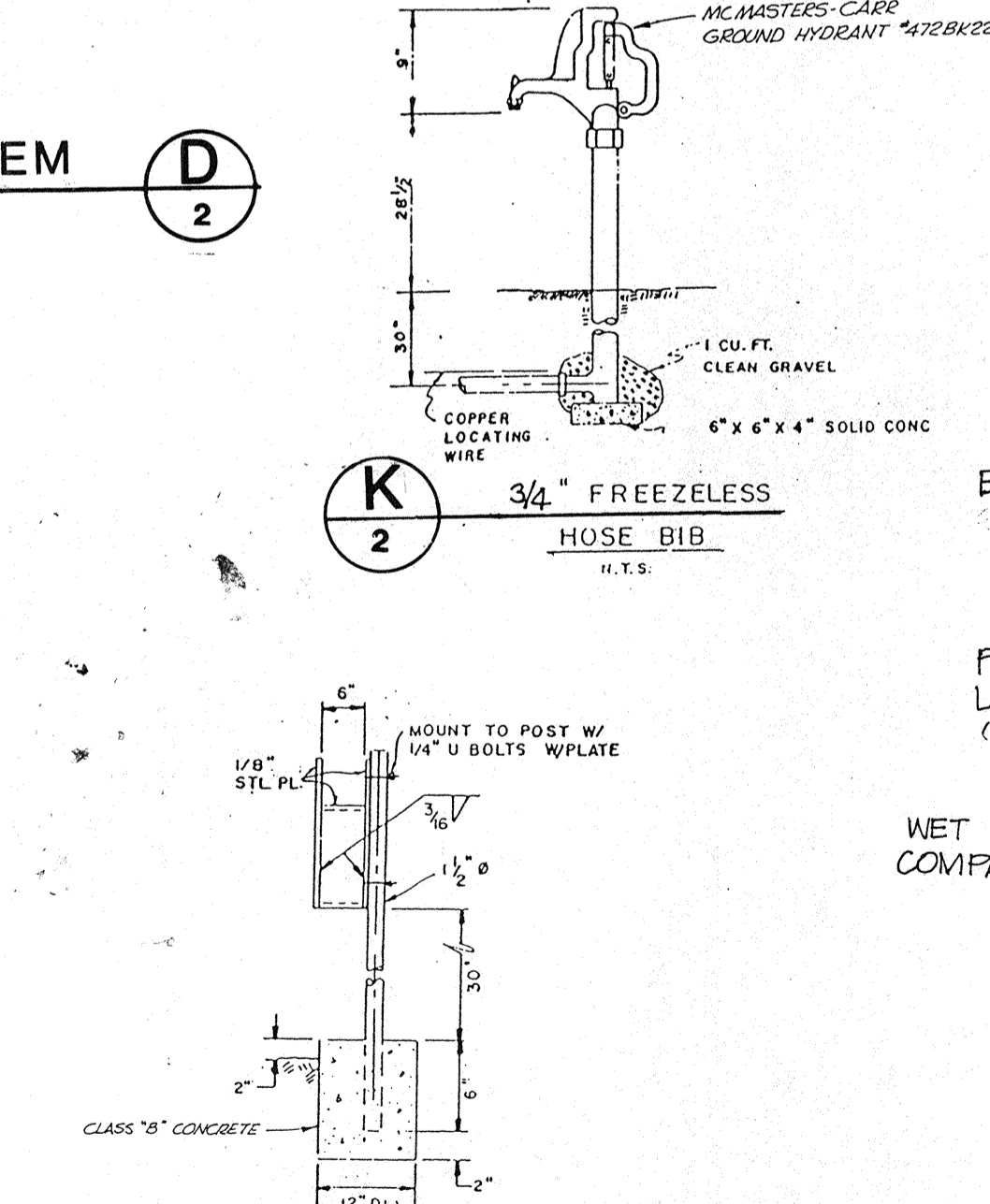
(A) 2



HANDLE DETAIL (G)

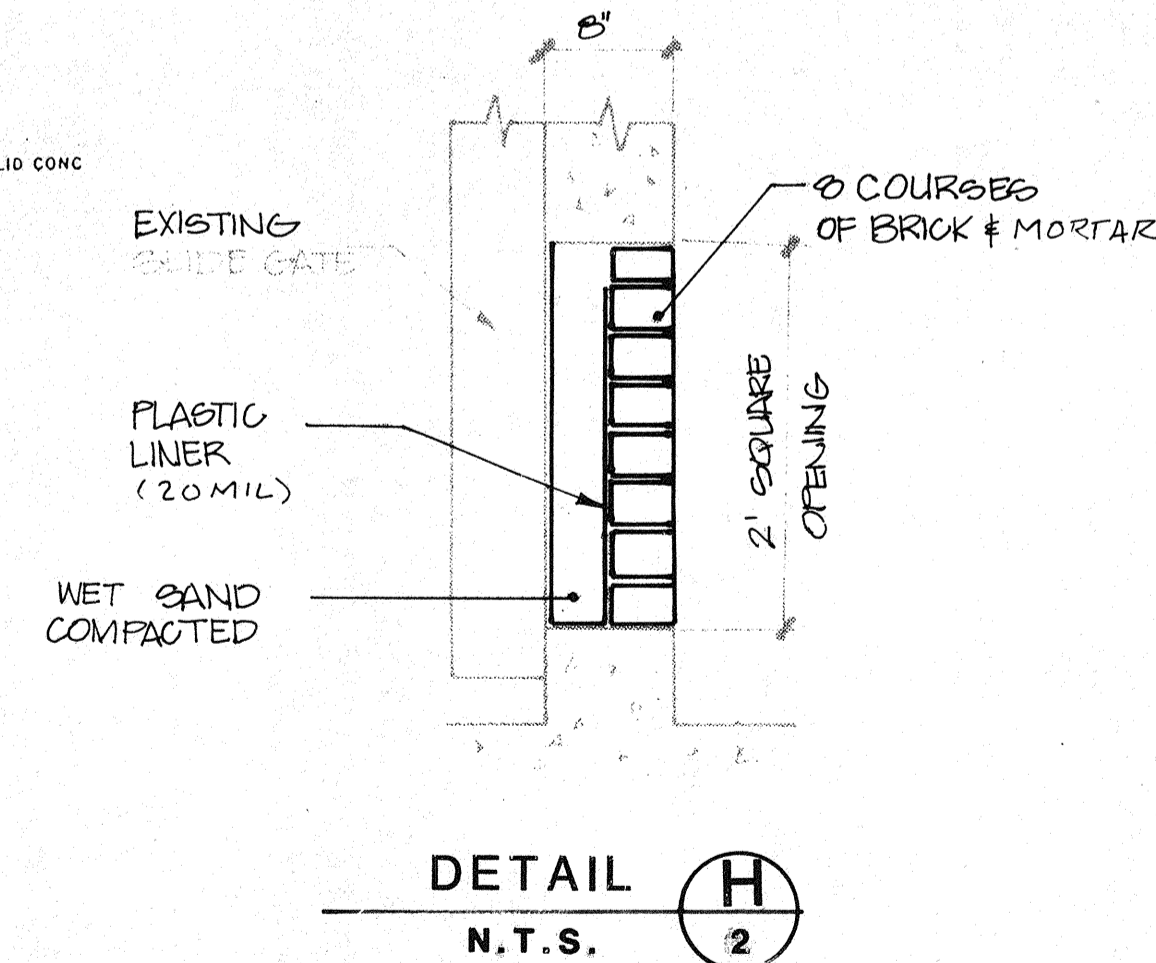
N.T.S.

(G) 2



DETAIL (K)

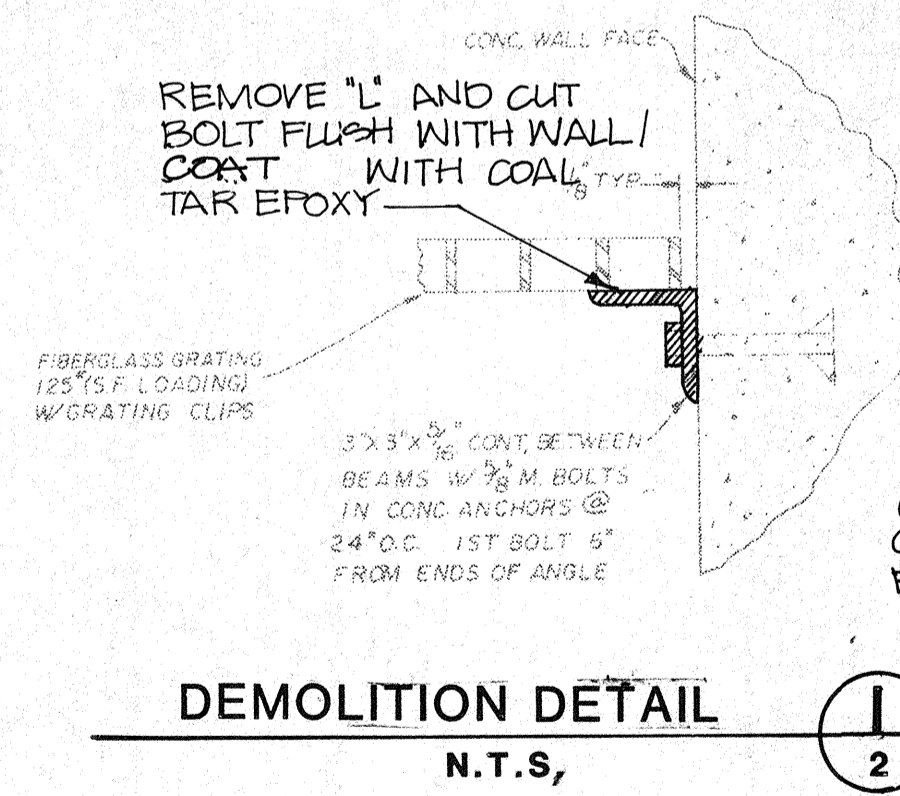
(K) 2



DETAIL (H)

N.T.S.

(H) 2



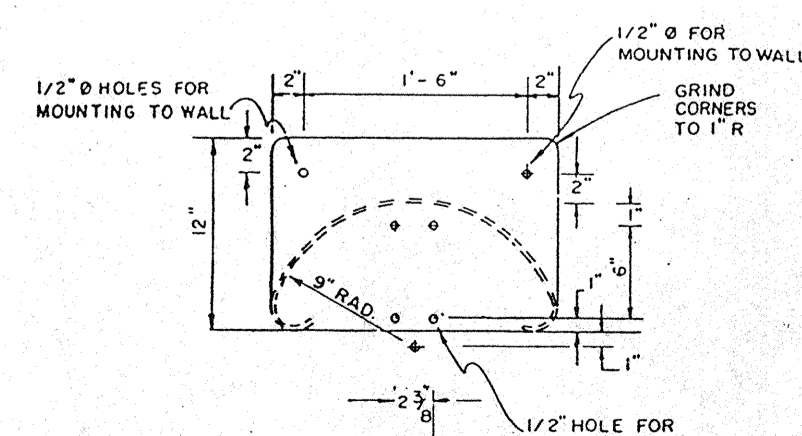
DEMOLITION DETAIL (I)

N.T.S.

(I) 2

TYPICAL FOR ALL EXIST METALIC NON SS ANCHOR BOLTS AT SUPPORTING STAIRS, GATES AND OTHER EQUIPMENT

CUT GRATING TO SUIT HANDLES, (TYP)



HOSE RACK DETAIL (L)

SCALE 1/2" = 1'

(L) 2

REV.	DATE	DESCRIPTION
1		AS SHOWN

DESIGNED BY	S. PHILLIPS
DRAWN BY	K. FREEL
CHECKED BY	R. FUOG
SCALE	AS SHOWN

PROJECT NO.	415-463-9150
DATE	11/11/12
BY	

CREGGAN + D'ANGELO	
Engineers - Planners - Surveyors	
East Bay Regional Office	
6150 Stoneridge Mall Road Suite 100 Pleasanton, CA 94566 415-463-9150	
PROJECT NO. 2012-001	
DATE 11/11/12	

RANCHO MURIETA COMMUNITY SERVICES DISTRICT	
CANTOVA PUMPING STATION	
SITE PLAN & PROJECT DETAILS	
SACRAMENTO COUNTY, CALIFORNIA	

SHEET NUMBER	2
OF 5 SHEETS	
DRAWING NO.	486102

AS-BUILT

**BAKER-WILLIAMS ENGINEERING GROUP**

6020 Rutland Drive Suite 19

Carmichael , Ca 95628

(916)-331-4336 Fax (916)-331-4430

January 4, 2019

John M. Sullivan  
 Cosumnes River Land, LLC  
 P.O. Box 1230  
 Rancho Murieta, CA 95683

Subject: Cantova Sewer Lift Station - Force Main Conflict and Repair Cost Estimate  
 Our File No. 11-01-001

Dear John,  
 The following is the estimated cost related to the conflict between the existing sewer force main and proposed gravity sewer line.

<b>A Cantova Sewer Lift Station - Initial Force Main Conflict</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Force main emergency repair by JD Pasquetti	1 JOB	\$10,000.00	\$10,000.00
2	Engineering review, construction coordination	1 JOB	\$1,620.00	\$1,620.00
3	Draft Design for Repair	1 JOB	\$720.00	\$720.00
			<b>SUB TOTAL A</b>	<b>\$12,340.00</b>
<b>B Cantova Sewer Lift Station - Force Main Repair</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
4	Pothole and explore as-built conditions	1 JOB	\$12,000.00	\$12,000.00
5	As-built survey and construction staking	1 JOB	\$2,600.00	\$2,600.00
6	Design for new tie-in details	1 JOB	\$4,500.00	\$4,500.00
7	Construction Management	1 JOB	\$1,500.00	\$1,500.00
8	Sewer Bypass per day- budget 2 days	2 JOB	\$12,000.00	\$24,000.00
9	Repair FM, Connect to Existing, Pavement repair, cleanup	1 JOB	\$20,000.00	\$20,000.00
10	Demo, ACP Haz Waste, trust block	1 JOB	\$5,000.00	\$5,000.00
11	Record Drawing - update plans	1 JOB	\$500.00	\$500.00
			<b>SUB TOTAL B</b>	<b>\$70,100.00</b>
			<b>SUB TOTAL A &amp; B</b>	<b>\$82,440.00</b>
			Contingencies at 15%	\$12,366.00
			<b>TOTAL ITEM A &amp; B</b>	<b>\$94,806.00</b>

Note:

- 1 This estimate is based on assumed utility information and is subject to change upon verification of actual field conditions.
- 2 Inspection fees have been excluded.
- 3 Summary of conflict issue is as follows:
  - The old plans for the Cantova LS FM re-alignment depicts the force main heading southerly from the LS.
  - The CSD Operation & Maintenance Manuel also depicts the existing 6-inch FM heading south from the LS
  - The old USA paint markings identified the FM alignment in the field is as shown on the old plans.
  - The new USA paint marks and flags now identify the FM confirming a conflict with the proposed 8-inch gravity main.
  - The design and installation of the 8-inch gravity sewer main jack and bore was determined based on the information received from the CSD and the old USA markings. Had the old records been archived correctly by proper "as-builts" then the FM location would have been known such that the alignment of the proposed 8-inch gravity main would have been different. A conflict now exists due to poor record keeping.

If you have any questions or need additional information, please call.

BAKER-WILLIAMS ENGINEERING GROUP

Michael Robertson

## MEMORANDUM

Date: January 4, 2019  
To: Improvements Committee  
From: Paul Siebensohn, Director of Field Operations  
Subject: Wastewater Reclamation Plant Air Compressor Replacements

---

### RECOMMENDED ACTION

Approve proposal from Quincy for replacement air compressor for the wastewater reclamation plant, in an amount not to exceed \$24,475.57 which includes a 15% contingency. Funding to come from Sewer Replacement Reserves.

### BACKGROUND

Two (2) air compressors are required at the wastewater reclamation facility to provide air for pneumatic valve controls and a lot of compressed air for the two (2) Dissolved Air Flootation tanks. One (1) of the two (2) current compressors has failed and, based off of the expected life cycle of them, the other is expected to fail soon.

The two (2) present compressors have been in operation since 2008 and have exceeded their expected 5-7-year life cycle. Funding would come from Sewer Replacement Reserves. The amount we have in Sewer Reserves is \$2,836,876 as of November 30, 2018 and would be easily cover the replacements.

We solicited quotes for 15 hp compressors, 120-gallon tanks, with a 5-year minimum warranty. Three (3) quotes were received for high duty replacement units with estimated life cycles of 20 years with proper maintenance. Below is a table summarizing the costs provided in the attached quotes.

Vendor	Unit Prices	Extended Price
Cisco – Ingersoll Rand	\$8,020 per unit \$0 shipping \$2,000 install each \$ * warranty \$1,243.10 tax	\$21,283.10  + \$21,000 for required maint. Plan for 5 yr warranty
Quincy	\$11,478 per unit \$1,000 shipping \$3,793 install/startup/etc. \$0 5-year warranty* \$1,848 tax at 7.75%	\$34,546  \$26,484 5yr service
Kaeser	\$12,163.10 per unit \$1,703 shipping \$1,700 install + 2 hoses \$0 5-year warranty- *using their parts for maint.	\$27,729 *budgetary quote- formal quote not available at time of memo  \$23,300

Warranties require that factory authorized dealers and parts are used, and records kept and given to manufacturer to keep up the warranties. These costs would be maintained under normal operations budget for maintenance needs at the Wastewater Reclamation Plant.



*Photo of existing compressors at Wastewater Reclamation Plant*



■ **Presented To:**  
Travis Bohannon

■ **Prepared By:**  
Ryan Randolph  
Cisco Air Systems  
214 27th Street  
Sacramento, CA 95816  
Direct: (916) 444-2525  
Fax: (916) 444-7619  
Cell Phone: (916) 207-6970

**Prepared On:** 12/14/2018

This proposal is valid until 1/13/2019. After that date the quote and terms in the proposal may need to be revised.



## Rotary Screw Air Compressor R11i (15 HP) Air Cooled



Image for reference only

### Technical Information:

#### Available Flow (Capacity):

- 57.5 CFM @ 110psig (R11i-110)
- 56.1 CFM @ 125psig (R11i-125)
- 50.4 CFM @ 145psig (R11i-145)

#### Max Operating Pressure:

- 110psig (R11i-110)
- 125psig (R11i-125)
- 145psig (R11i-145)

#### Weight:

- 985 lbs. 120 Gallon Tank

#### Compressed air outlet size: 3/4" NPT

#### Dimensions - (L x W x H):

- 67" x 28" x 72" 120 Gallon Tank

*Additional Engineering Data available upon request*

### Product Description:

The new Ingersoll Rand Fixed Speed R-Series Rotary Screw Compressor incorporates proven technology and the standard Xe-Series controller ensures the highest levels of reliability, efficiency and productivity available today. Moreover, the introduction of the new R-Series design reduces complexity and improves reliability through new air end and motor design.

For ultimate customer convenience Fixed Speed and Variable Speed units were designed on a common platform therefore consumables are common across both variations. This common design was created leveraging Ingersoll Rand's global engineering to ensure optimal performance.

### Key Features & Benefits:

- **Industrial grade Motors:** With high efficiency IE3 rating, TEFC (totally enclosed fan cooled) motors for peak efficiency and reliability in the harshest environments. Additionally, for greater flexibility includes Tri-Voltage 208-230/460 configuration as standard.
- **V-Shield™ Technology:** A totally integrated, leak-free design with fewer leaks paths and encompasses PTFE (Polytetrafluoroethylene) hoses and O-Ring face seals on all oil connections to eliminate leaks and improve reliability as well as peace of mind.
- **Xe-Series Controller:** Xe-Series controller as standard with large navigations buttons, Simple and intuitive controls combined with a backlit LCD concept with optional features such as modulation, Power Out Restart, and sequencing of up to 4 compressors.
- **Rugged leak free air end:** At the heart of the R-Series are robust, roller bearing-equipped airends, engineered for exceptional reliability and efficiency. Precision machined rotors with coolant paths integral to the cast housing.
- **Cooling system:** Incorporates floating cooler design which eliminates risk for thermal stress.



Visit the Ingersoll Rand website for further information <http://www.ingersollrandproducts.com>

# PLANT ENGINEERING *Product of the Year*



We're proud to announce that Ingersoll Rand's R4-11 Rotary Screw Compressor won the 2015 Product of Year Bronze Award for the Compressed Air Category! Plant Engineering readers vote on the products they think will best help with run their plants smarter, safer and more efficiently.



The Xe-Series controllers provide a robust and easy to use interface with many built in features. The Xe-70M allows customers to sequence and control up to 4 compressors and seamlessly integrates with Xi system controls. Additionally, it has a built in Event log that stores up to 250 events such as start/stop, trips and faults/warning as well as a built in trip history that stores the last 15 trips dated and time stamped. Shows you sensor readings at time of trip for root cause analysis.

**Ingersoll Rand is dedicated to providing world class systems solutions to allow our customers to operate in the most optimal way. Contact your local IR sales representatives for more details.**



## Quote Summary

Quote #: RR121418A

All amounts are displayed in USD

Product Description	Qty	Unit Price	Extended Price
R11i 15HP 145 PSI Rotary Screw Compressor Food Grade Coolant 120 Gallon Receiver (ASME) Auto Drain Valve Start Up Kit, with Food Grade Coolant CAGI VERIFICATION DECAL [MOX, CBV] Standard Controls Fixed Speed Xe70 Power Outage Restart Option Air Cooled After-Cooler	2	\$8,020.00	\$16,040.00
Shipping	2	Free	Free
Installation w/ Startup	2	\$2,000.00	\$4,000.00

**Total Quote Price: \$20,040.00**

**NOTE: Pricing above does not include sales tax or any material not listed above**

Shipment Date : 2-3 weeks  
Distributor Payment Term : 30% down, 70% upon delivery  
FOB : Factory  
Freight Terms : Allowed  
Tax : Sales tax

BID FROM KAESER

OPTION 1			
QTY.	DESCRIPTION	PRICE	EXTENDED PRICE
<b>15 HP Rotary Screw Compressor:</b>			
2	Kaeser Model SM 15,15 HP rotary screw compressor.	\$9,136.36	\$18,272.72
	Reduced Voltage Starting, 208-230/460 Volt 3 Phase, TEFC Motor, Auto restart after power failure		
<b>ACCESSORIES/OPTIONS</b>			
2	Tank Mount (120 Gallon Tank)	\$2,529.55	\$5,059.10
2	California Code Piping	\$221.59	\$443.18
2	ECODRAIN 31 No Waste Tank Drain	\$275.60	\$551.20
<b>TOTAL</b>			<b>\$24,326.20</b>
		Estimated Freight	\$1,702.83
		Start-up Fee	N/C

## QGD-15 ' Rotary Air Compressor



*Image for reference only*

### Technical Information:

#### Available Flow (Capacity):

15 HP - 82.3 ACFM @ 100 PSIG

15 HP - 73.7 ACFM @ 125 PSIG

15 HP - 61.8 ACFM @ 150 PSIG

\*\*Data for reference only\*\*

#### Compressed Air Outlet Size:

1 inch MNPT

#### Condensate Drain Outlet Size:

5/16 Push-in

#### Sound Level:

66 dB(A)

#### Weight:

1572 lbs

#### Dimensions:

73.6 x 33.1 x 50.3 inches

### Product Description:

The QGD Series represents the ongoing evolution of proven air compression technology. Packed with the latest innovations, premium features and almost a century of compressed air experience, these models offer new features and benefits. These units are even more quiet, durable and efficient in a way that lowers your cost of ownership. That's the value of true innovation and the signature quality of Quincy.



### Key Features & Benefits:

The QGD range of air compressors is loaded with premium features including: Package Air Pre-Filtration, Phase Monitor, Auto restart after power failure, TEFC NEMA Premium Drive and Fan Motor, Wye- Delta Starter, Microprocessor Controls featuring networking up to 6 units and remote monitoring, NEMA 4 electrical enclosure, Long life consumables intervals, Quiet Enclosure from 66-69 dB(A) and the True Blue 5 year warranty.



## Option B Summary

Quote #: BMA-616803 -

All amounts are displayed in USD

Item	Product Description	Qty	Unit Price Ea	Ext Price
1	QGD-15 ' Rotary Air Compressor	2	\$11,478	\$22,956
	Horsepower: 15 @ 125.0 PSIG		✓	
	Voltage: 200/230/460/3/60		✓	
	Wye Delta Motor Starting		✓	
	TEFC High Efficiency Drive Motor		✓	
	Air After-cooler w/ Pre-Piped Moisture Separator & Drain		✓	
	8,000-10,000 Hour QuinSyn-Plus Fluid		✓	
	True Blue 5 Year Warranty		✓	
	Airlogic 2 Controller		✓	
	Phase Monitor		✓	
	Auto Restart after Power Failure		✓	
	Low Sound Enclosure (66-69 dBA)		✓	
	Receiver Tank: 120 gallon		✓	
2	8092350852 - OPTION RAIN PROTECTION QGD P	2	\$443	\$886
3	Factory Start Up	1	\$600	\$600
4	Estimated Freight	1	\$1,000	\$1,000
5	Installation	1	\$2,750	\$2,750
6	Estimated Tax	1	\$1,848	\$1,848

Total for Option B: \$30,040

Plus applicable sales taxes and freight

Lead Time : TBD  
 Payment Terms : NET 30  
 FOB : Bay Minette, AL

Freight Terms : Prepay & Add

## MEMORANDUM

Date: January 4, 2019  
To: Improvements Committee  
From: Paul Siebensohn, Director of Field Operations  
Subject: West DAF Saturation Tank Replacement

---

### RECOMMENDED ACTION

Approve proposal from NJM, in an amount not to exceed \$33,415.55 for the wastewater reclamation plant west DAF saturation tank replacement. This amount includes a 15% contingency. Funding is to come from Sewer Replacement Reserves.

### BACKGROUND

The West DAF saturation tank at the wastewater reclamation facility has developed pinhole leaks due to extensive corrosion and needs to be replaced. Staff solicited costs for replacement in stainless steel vs coated steel due to the highly corrosive environment present, consisting of highly chlorinated water and dissolved oxygen. The only complete quote received was from NJM, Inc. (see attached).

The amount in Sewer Reserves is \$2,836,876 as of November 30, 2018.



*Photo of West DAF saturation tank*





# N.J. McCUTCHEN, INC

METAL FABRICATION · MACHINE SHOP  
123 W. SONORA ST. · STOCKTON, CA 95203  
(209) 466-9704 · FAX (209) 465-7718  
[www.njminc.com](http://www.njminc.com)

**Rancho Murieta Community Services  
District**  
Rancho Murieta, CA

**Attention: Travis Bohannon**  
Office: 916 354 3700

**Proposal No.: RMCS-010719**

Date: 1/7/2019  
Total Pages: 1

**Subject: Saturation tank with  
installation- T316**

**Labor and material to provide and install 1 each stainless-steel saturation tank like your existing tank as follows:**

Material of construction: T316 stainless steel, 1/4" shell thickness, 5/16" min. heads thickness  
Design pressure: 100 psig at 250° F  
Design code: ASME Section VIII Division 1, latest addenda  
Fittings: Internals and fittings like existing tank

**Pricing:**

Tank:	\$20,400
Deliveries and installation:	\$7,076
Sales tax, %7.75:	\$1,581
<b>Total:</b>	<b>\$29,057</b>

**Notes:**

1. Delivery time is about 11 weeks after receipt of order.
2. Existing tank removed by NJM for piping connection and anchor pad location reference for the new tank.
3. Installation of new tank and required equipment for such is included in the price above.
4. Prevailing wage compensation is allowed for the on-site installation labor. Payroll certification, if required, is subject to additional charge.

Thank you for considering NJM for your pressure vessel needs.

With regards,

Alan McCutchen