



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683  
Office - 916-354-3700 \* Fax - 916-354-2082

### IMPROVEMENTS COMMITTEE

*(Directors Randy Jenco and Martin Pohl)*

Regular Meeting  
December 5, 2023 at 8:00 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. Improvements Staff Report**

- A. *Discussion Item* **39 Acre Parcel Easements**
- B. *Discussion Item* **Granlees Forebay Project**
- C. *Discussion Item* **Lumos & Associates Capital Improvement Program**
- D. *Discussion Item* **Integrated Water Master Plan**
- E. *Discussion Item* **Van Vleck Tank Repair Investigation Task Order**
- F. *Discussion Item* **Dissolved Air Flotation Bearing Rehab**
- G. *Discussion Item* **Declare Surplus Vehicles**

**3. Comments from the Public**

*If you wish to speak during Comments from the Public or would like to comment regarding an item appearing on the meeting agenda, please complete a public comment card and submit to the Board Secretary prior to Public Comments. We will hold all comments to the Public Comment section.*

**4. Director and Staff Comments/Suggestions**

**5. 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 24 hours prior to a special 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."



In compliance with the Americans with Disabilities Act if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this teleconference meeting, please contact the District Office at 916-354-3700 or [awilder@rmcsd.com](mailto:awilder@rmcsd.com). Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is December 1, 2023. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

## Memorandum

Date: December 5, 2023  
To: Improvements Committee  
From: Michael Fritschj, P.E. - Director of Operations  
Subject: Improvements Committee Staff Report

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### **A. Response to 39-acre parcel APN: 07301800290000 Proposed Easement Questions.**

The Developer has provided answers to initial questions posed by the Improvements Committee at the August Improvements Committee meeting. See the attached letter dated November 27, 2023 from Baker Williams Engineering Group and the email request for answers to questions posed by the Committee dated August 2, 2023.

Since the initial easement request in August of 2023, the land owner has provided additional details regarding ideas for the requested easement and the proposed development. Attached is a mixed-use site plan consisting of what appears to be:

- 160 multi-family units
- 88 single family lots
- Urgent Care facility
- Carpool area
- 9.3 acres of recreational area
- 6.4 acre park

### **B. Granlees Raw Water Intake Improvements.**

The District Engineer is projected to complete the project design by mid-January, after which an updated Construction Cost Opinion will be provided. The preliminary Construction Cost Opinion from HDR was provided at \$720k. With the design fee and allowance for contingencies, the amount allocated in the CIP is \$822k.

### **C. Lumos & Associates Capital Improvements Program**

The District is currently working with Lumos & Associates to identify and provide information on District infrastructure based on the data gaps identified by the consultant. The District will review the resulting infrastructure list completed by Lumos. When this portion of the project is complete, the consultant will then provide replacement values over a twenty-year period and identify the annual infrastructure funding required over that timeline.

### **D. Integrated Water Master Plan**

The District held the 2<sup>nd</sup> Integrated Water Master Plan (IWMP) Town Hall Meeting on November 2<sup>nd</sup> at the Country Club to discuss the progress with the IWMP with the updated water supply and demands forecasting data. There were approximately 160 public attendees. The Consultant team provided an initial presentation and then the question/comment session was initiated.

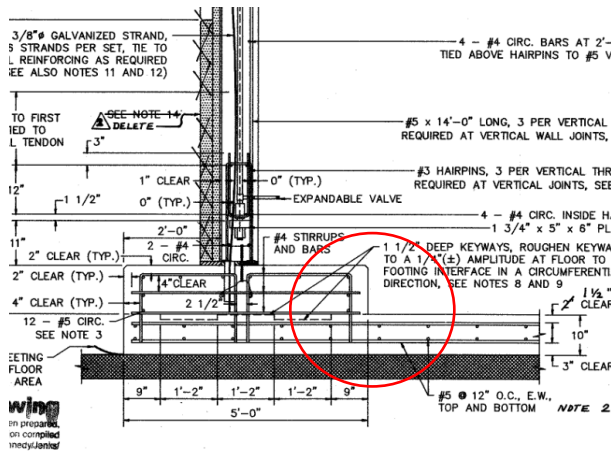
In the near future the District will be publishing frequently asked questions (FAQ's) gathered from the most recent Town Hall meeting. The next stage of the project is to

investigate alternatives to meet the projected water demands with the projected water supplies.

**E. Van Vleck Tank Repair Investigation Task Order**

The Van Vleck water storage tank was cleaned and evaluated in 2021 as part of a 5-year reoccurring schedule per the American Water Works Association (AWWA) recommendation. While overall the tank is in good condition, during the inspection there was some spalling noted: *“The seismic berm at the 6 to the 9:00 o'clock position is spalling. Large pieces of concrete have broken away. The top of the rubber water stop is exposed. A structural engineer is required to review the condition of the berm and the tank to determine the necessary corrective action. More areas around the seismic berm have spalled and are continuing to do so.”*

The Seismic berm is referring to the concrete step that runs along the floor and wall seam. According to recent discussions with the inspector, the tank has always shown some spalling since they started inspecting it in 2009. *“On occasion we will find a new small piece of concrete that has broken away. The rubber water stop can be seen sporadically throughout the problematic area.”* Staff have discussed this with the District Engineer and we have been provided with a task order to cover the investigation of structural repair solutions to address the spalling.



**F. Approval for Work on East and West Dissolved Air Flotation (DAF)**

Staff intend to move forward with the previously approved work to replace the center column bearings on the East and West DAF, including the repair of minor leaks in the steel influent lines on the west DAF. The previously selected contractor has supplied the bearings (\$22,830) and the labor is estimated at \$18,084 time and materials for the labor and includes bearing install on each DAF and touch-up painting around the installation. The optimal time to perform the replacement is during the off-season for recycled water, prior to May 1<sup>st</sup>. It is unknown how long the bearings have been in service, they have not been replaced for at least 15 years, they may be the original install from the East DAF (1991) and the West DAF (1982). This project was approved as a CIP # 23-15-02 in FY 22-23 for an amount of \$60,000.

**G. Surplus Property**

Consider moving to the Board agenda, Resolution R2023-18 declaring the following vehicles surplus property:

- #214 - 2001 Ford F-250, mileage 112,160
- #521 - 2016 Jeep Patriot, mileage 103,983
- #522 - 2016 Jeep Patriot, mileage 102,562
- #213 - 2006 Ford Explorer, mileage 162,058
- #809 - 1994 Ford F-450, mileage 102,562

The Patriots and the Explorer were originally purchased for the Security Department. The F-250 was purchased for use by the Sewer Department and the F-450 was purchased for the Water Department. These vehicles have experienced a growing need for repairs and the costs associated with the maintenance are anticipated to continue to increase with time.

**From:** [Michael Fritschi](#)  
**To:** [Mike Robertson](#)  
**Cc:** [Tony Velez](#); [Martin Pohl](#)  
**Subject:** Easement to 39 acre parcel  
**Date:** Wednesday, August 2, 2023 1:18:00 PM

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Mike,

The District generated some comments and questions regarding the easement request, no hurry to respond, but would be good to address moving forward:

1. Consider improvements to intersection with existing RMCS D service roads including gates and fencing.
2. Why doesn't 50' easement off westerly Hwy 16 intersection extend to easement across RMCS D.
3. Are you going to provide an easement for RMCS D to use roads on 39 acres? (especially path to west Hwy 16 intersection)
4. Will there be limits on traffic volume on easement?
5. Any utilities in easement?
6. Consider required drainage improvements due to road.
7. Who will maintain road on RMCS D property?
8. What is the anticipated development on the 39 acre lot?
9. What is the assumed traffic addition (type and intensity)
10. What are the plans to accommodate the additional traffic at the intersection?
11. What improvements are anticipated for the easement road?
12. Quantify the benefits to the District for granting the easement.

**Michael T. Fritschi, P.E.**

Director of Operations

Rancho Murieta Community Services District

*Direct Office* 916-354-3730 *Cell* 916-870-2991

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

November 27, 2023

Michael Fritschi  
Director of Operations  
Rancho Murieta CSD  
15160 Jackson Road  
Rancho Murieta, CA 95683

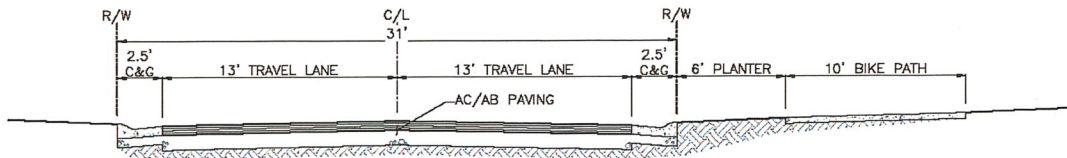
SUBJECT: Rancho North- 39 AC parcel response to comments  
Our file no 11-08-036

Dear Michael,

Please find below response to comments in regards to a potential access agreement posed via email dated August 2, 2023:

1. Improvements to the intersection with existing RMCSD service roads will be proposed and will include modification of existing fencing and gates to restrict access to the solar fields.
2. The geometry of the improved intersection with Hwy 16 will be provided as part of the tentative design of the 39 acre parcel.
3. Yes, an easement for RMCSD to use roads on the 39 acre parcel will be provided.
4. The on-site streets will be designed to properly handle the traffic volume that will be generated with the development of the 39 acre parcel.
5. There will be on-site utility easements as needed.
6. All utility and drainage improvements and requirements will be met per design standards.
7. It will be proposed that the access road will be mutually maintained with an agreement between the HOA/RNA and RMCSD.
8. The 39 acre parcel will be developed into 5 large lots as shown on the Large Lot Map: lot 17 is to be an apartment site comprised of approximately 160 units and appropriate amenities. Lot 18 will be an 88-lot single family home subdivision. Lot 19 is an open space park. Lot 20 will be a potential urgent care facility and also the site of a park-and-ride parking lot to work in conjunction with the proposed bus stop on lot 21, and lot 21 will provide recreation fields and accompanying accommodations to the surrounding community.
9. An updated traffic study being prepared by TJKM is pending.

10. The intersection geometry will be designed to accommodate the additional traffic.
11. The access road will be developed to include curb, gutter, paving, and off-street bike lane. Please see typical street section below.



31' STREET SECTION WITH OFF-STREET BIKE LANE  
NTS

12. By granting this access easement, RMCS D will benefit from an improved intersection at Hwy 16, a formalized access road which will improve access as well as opportunity for recycle water disposal at the landscaped areas.

If you have any questions or need additional information please call or contact me at [miker@bwengineers.com](mailto:miker@bwengineers.com) or call me direct at 916-891-2031.

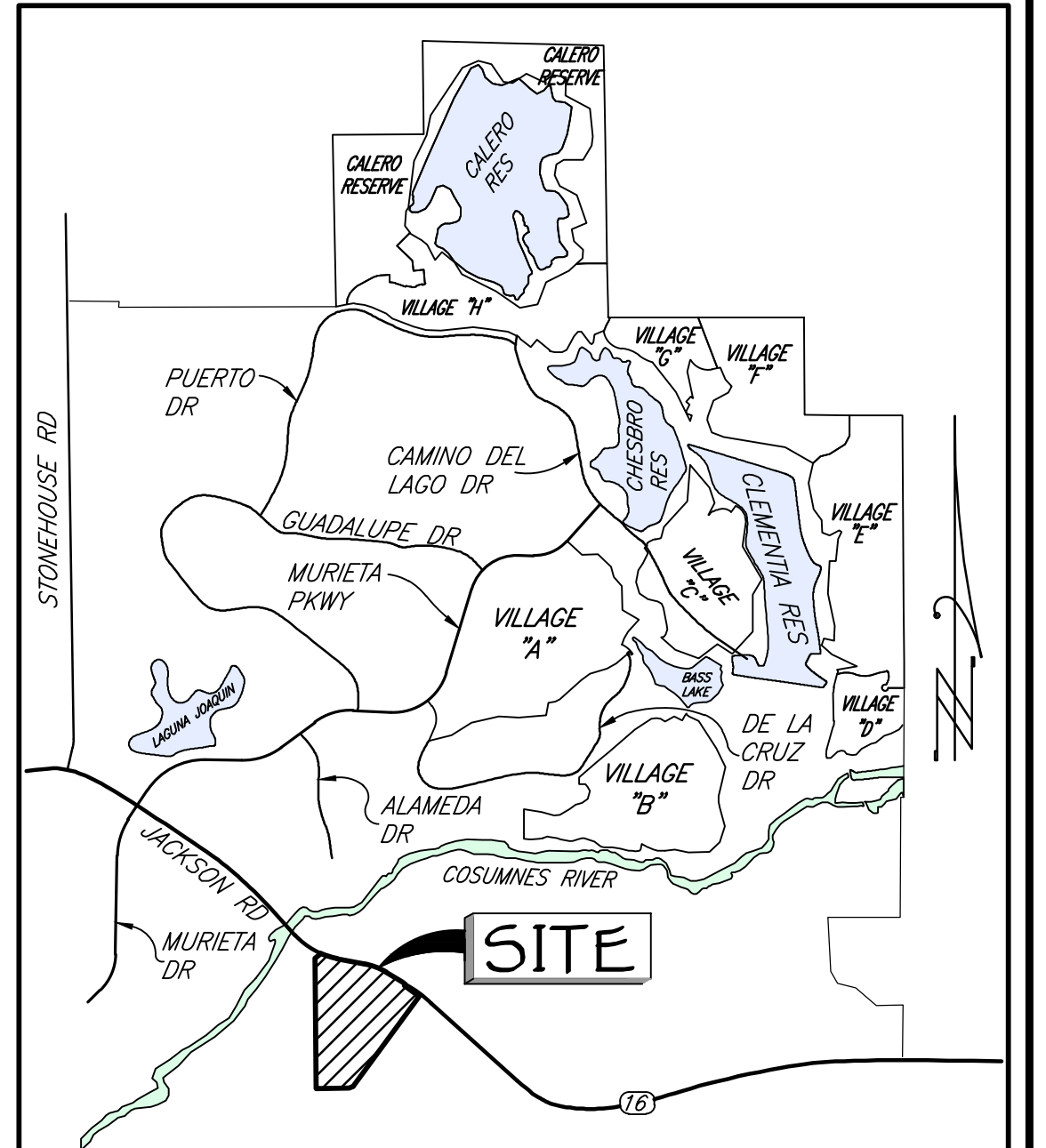
Sincerely,  
BAKER-WILLIAMS ENGINEERING GROUP

MICHAEL T. ROBERTSON  
President

cc: Tony Velez

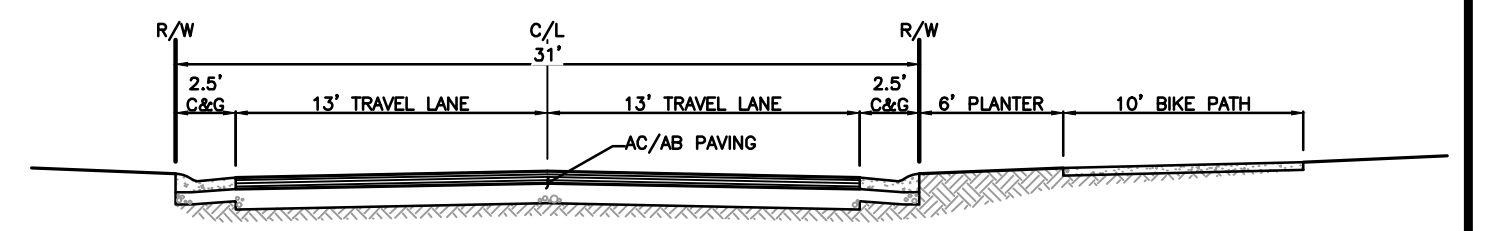


39 AC MIXED USE SITE - LAND USE SUMMARY					
	GROSS AREA (AC)	USE	UNITS/DENSITY	LANDSCAPE AREA (AC)	PARKING STALLS
LOT 17	7.25	MULTI-FAMILY RESIDENTIAL	160 UNITS 22 du/ac	1.87	246
LOT 18	11.33	SINGLE FAMILY RESIDENTIAL	88 LOTS 7.8 du/ac	-	-
LOT 19	6.36	PARK/ OPEN SPACE		5.30	-
LOT 20	5.25	POSSIBLE URGENT CARE, CARPOOL, PARK-N-RIDE		1.72	190
LOT 21	9.27	RECREATIONAL OPEN SPACE		5.65	153



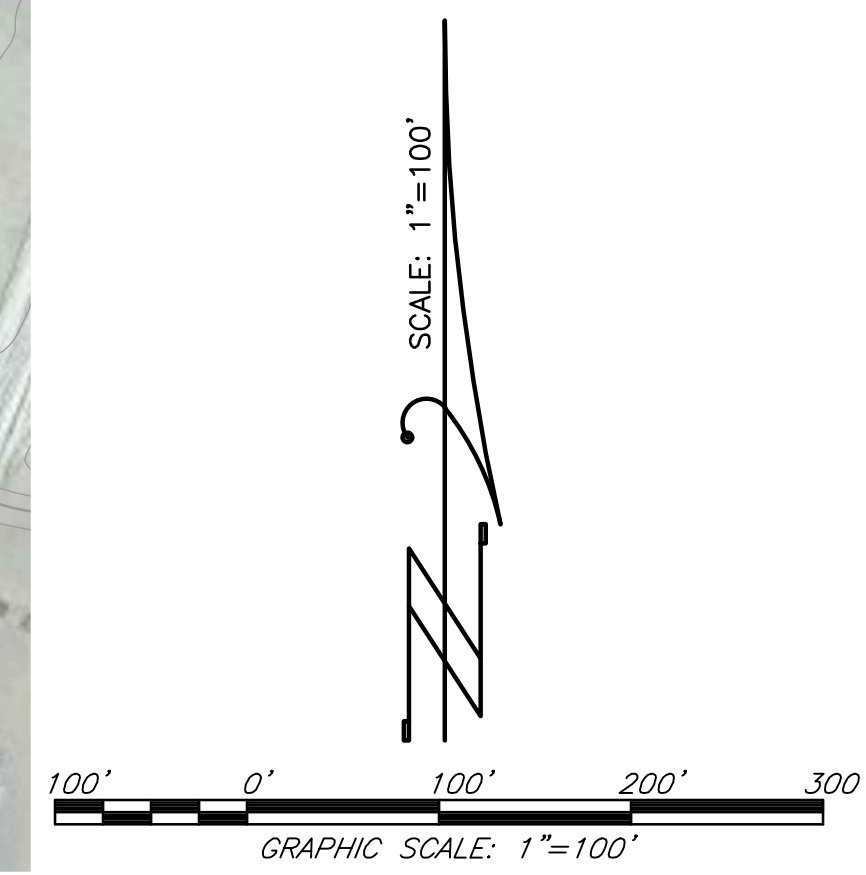
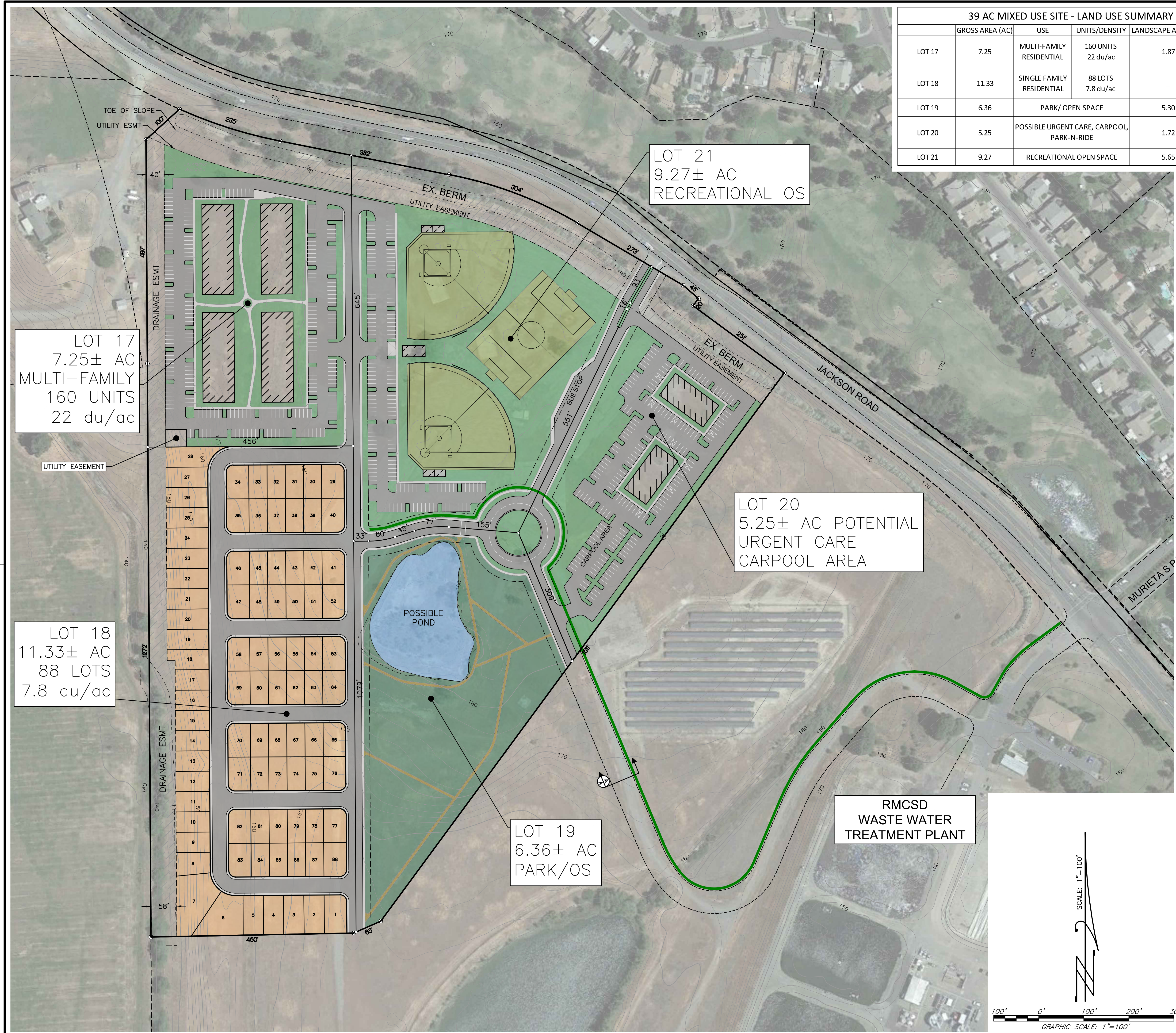
**RANCHO MURIETA**  
NO SCALE

- LEGEND**
- EASEMENTS
  - OPEN SPACE
  - LANDSCAPE
  - RESIDENTIAL LOTS
  - PAVING
  - SIDEWALKS
  - TRAILS
  - BIKE PATH
  - BUILDINGS



**RANCHO MURIETA NORTH**  
**39 ACRES MIXED USE**  
**SITE PLAN**  
A.P.N. 073-0180-029  
RANCHO MURIETA  
SACRAMENTO COUNTY, CALIFORNIA  
NOVEMBER 27, 2023

**Baker Williams Engineering Group**  
6939 SUNRISE BLVD, SUITE 112  
CITRUS HEIGHTS, CA 95610-3153  
Phone (916)331-4336~Fax (916)331-4430  
EMAIL: office@wengineers.com





Melinda Morris  
General Manager  
Rancho Murieta Community Services District (RMCS D)  
PO Box 1050  
Rancho Murieta, CA 95683

November 28, 2023

**Subject: RM-043 – Task Order to Investigate Repair Methods for the Slab to Wall Connection at the Van Vleck Tank**

Dear Mimi,

Per our Master Services Agreement dated 3-19-21, between Rancho Murieta Community Services District and Domenichelli & Associates Inc, we are requesting authorization to proceed on the following Task Order to investigate possible repair methods for the slab to wall connection at the Van Vleck Tank. Per previous communications, we are currently waiting for information from the District regarding the manufacturer of the tank. This will be required before we can begin work.

The following is a brief description of the expected scope and a proposed fee.

**Scope of Services**

**Task 1 – Project Management, Site Visits & Gather Pertinent Information**

D&A will visit the site to obtain any measurements and photos required for the investigation. This task also includes overall project management and coordination with the District.

**Task 2 – Investigate Possible Repairs**

D&A will discuss the damage to the tank with the manufacturer, present possible solutions to the District and recommend a preferred repair solution in a short technical memorandum.

Please contact me if you have any questions regarding this proposal.

**Estimated Fees**

Based on the above scope of services, our estimate of fees for these efforts is on a “time and materials” basis not to exceed \$5,250. See fee breakdown below.

Please contact me if you have any questions regarding this proposal.

Sincerely,

Joseph Domenichelli  
Domenichelli & Associates, Inc.

Authorization to Proceed by,

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Rancho Murieta Community Services District



**Fee Estimate**

Below is our proposed fee for this Task.

<b>FEE ESTIMATE Rancho Murieta CSD</b>	<b>Billing Rates &amp; Hours</b>	
<b>Van Vleck Tank Repair</b>	Engineering	
<b>11/28/2023</b>	Daryl H. (PM1)	
	\$175	
<b>Task 1 - Project Management</b>		
Project Management and Coordination	2	\$ 350
		<b>\$ 350</b>
<b>Task 2 – Investigate Possible Repairs</b>		
Site Visit and Gather Info	8	\$ 1,400
Tech Memo	20	\$ 3,500
		<b>\$ 4,900</b>
		<b>TOTAL FEE: \$ 5,250</b>

Total Hours      30



## Rancho Murieta CSD Field Report

4-May-21

Underwater Cleaning and Inspection  
3,000,000  
Van Vleck  
Potable Water Storage Tank

Submitted To:

Rancho Murieta CSD  
Travis Bohannon  
15160 Jackson Road  
Rancho Murieta, CA 95683

Phone: 916-354-3700

Submitted By:

Potable Divers Inc.  
PO Box 474  
Vernal, UT 84078-0474

Phone: (866) 789-3483

Fax: (866) 913-4905

E-mail [david@potabledivers.com](mailto:david@potabledivers.com)

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David Harvey Dive Supervisor

## EXTERIOR ROOF

### Concrete

Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Earth Covered	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Efflorescence Present	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Spalling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Scaling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Exposed Aggregate	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Strength Members				
Exposed	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Seams/Joints	Good			
Low Areas	No			



Conclusion/Discrepancies: Roof covered in gravel observable areas were in good condition

## ACCESS HATCH

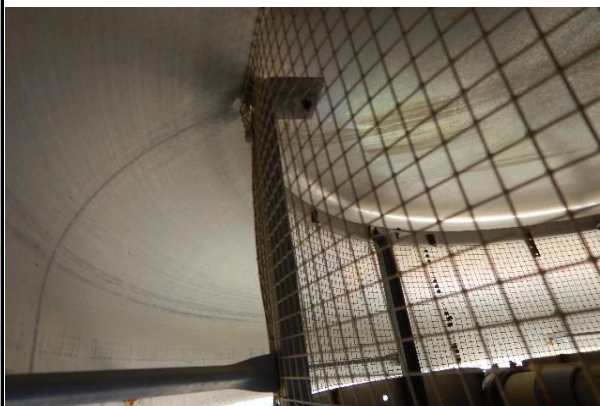
Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Construction	Aluminum			
Coating				
Corrosion	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Proper Design	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Locked	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Gasket	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Hinge	Good			
Hatch Size	3	FT	X	5 FT



Conclusion/Discrepancies Opening hardware needs to be replaced due to corrosion and broken pieces

## VENTS

Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>	
Construction					
Coating					
Corrosion	%	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Proper Design	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>	
Screens	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>	
Sealed Edges & Seams	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>	
Cap/Cover	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>	



Conclusion/Discrepancies Screen needs to be replaced with 24 gauge mesh. Otherwise in good condition

### EXTERIOR SHELL

<b>Concrete</b>				
Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Earth Embanked	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Cracking	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Efflorescence Present	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Spalling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Scaling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Exposed Aggregate	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Strength Members				
Exposed	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Seams/Joints	Good			
Honeycombing	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>



Conclusion/Discrepancies: Minor superficial cracking noted on the outer sprayed on layer  
 Overall good conditions with no problematic concerns

### EXTERIOR LADDER

Construction	Galvanized Steel			
Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
<b>Coating</b>				
Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Oxidized	No			
Pitting	No			
Delamination	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	%	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Welds/Joints	Good			
Supports	G			
Safety Cage/Climb	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>



Conclusion/Discrepancies Ladder rungs legs  
 braces and safety cage in good condition

### OVERFLOW STRUCTURE

<b>Coating Internal</b>				
Satisfactory	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Oxidized	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Delamination	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Corrosion	%	<input type="checkbox"/>	N	<input type="checkbox"/>
Welds/Joints				
Supports				
Screens	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Attachments				
Foundation				

Conclusion/Discrepancies  
 No exterior appurtenances



866-789-3483

## FOUNDATION

<b>Concrete</b>				
Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Spalling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Exposed Aggregate	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Erosion / Undermining	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Seismic Restraints	None			
Corrosion	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Tight	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Conclusion/Discrepancies	Superficial cracking on concrete support ring normally found with no concerns			



## MANWAY ENTRIES

Locations	None			
<b>Coating</b>				
Satisfactory	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Oxidized	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Delamination	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Corrosion	%	Y <input type="checkbox"/>	N <input type="checkbox"/>	
<b>Welds/Joints</b>				
Conclusion/Discrepancies	No other entry than the roof access			

**866-789-3483**

## INTERIOR ROOF

Concrete		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Satisfactory		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Efflorescence Present		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Spalling		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Scaling		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Exposed Aggregate		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Strength Members					
Exposed / Corrosion		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Seams/Joints	Good				
Honeycombing		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Vent Penetration	Good				
Roof Hatch	Good				



Conclusion/Discrepancies: A few cracks with efflorescence present. No corrosion, spalling, or other types of deterioration noted in conjunction with the cracking.

## INTERIOR SHELL

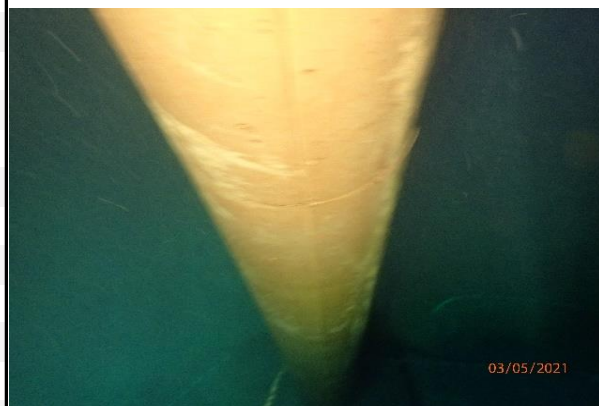
Concrete		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Satisfactory		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Efflorescence Present		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Spalling		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Scaling		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Exposed Aggregate		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Strength Members					
Exposed / Corrosion		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Seams/Joints	Good				
Honeycombing		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Wall to Roof Seam	Good				
Baffle/Support Walls	None				



Conclusion/Discrepancies: Shell is in good condition with no discrepancies noted

## SUPPORT COLUMNS

Construction		Concrete	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Satisfactory		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>	
Spalling		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	
Cracking		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	
Scaling		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	
Honeycombing		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>	
Coating		Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	
Corrosion	1%	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>	
Seams/Welds	Good					
Floor/Base Plates	Good					



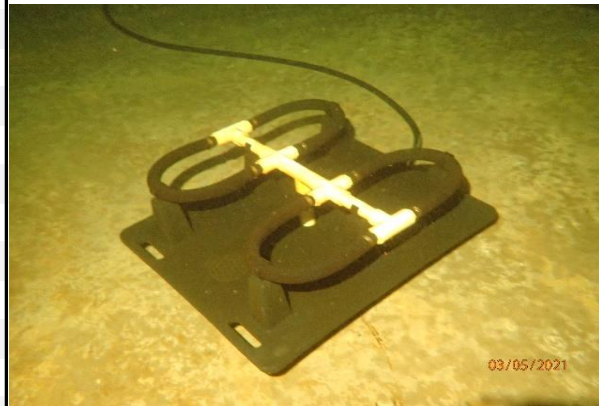
Conclusion/Discrepancies: Minor honeycombing noted with a few spots of exposed rebar. columns are in satisfactory condition.



## FLOOR

### Concrete

Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Efflorescence Present	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Spalling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Scaling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Exposed Aggregate	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Strength Members				
Exposed / Corrosion	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Seams/Joints	Good			
Honeycombing	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Floor to Wall Seam	Seismic Berm poor			



Conclusion/Discrepancies: Floor is in good condition. The berm however is spalling from the 6 to the 9 o'clock position. Rubber water stop exposed Sediment was a 1/2 inch deep

## MANWAY ENTRIES

### Coating None

Satisfactory	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Blistering	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Corrosion	%	Y <input type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds				



Conclusion/Discrepancies:

No other entries than the roof access

## LADDER

Construction	Stainless			
Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>

### Coating

Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Blistering	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	5%	Y <input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Seams/Welds	Good			
Safety Cage/Climb	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>



Conclusion/Discrepancies:

Ladder in good condition with minor corrosion on the stainless where it has been nicked and scratched.

## APPURTENANCES

### Influent

Construction    Coated Steel

#### Coating

Satisfactory	Y	X	N	
Blistering	Y		N	X
Cracking	Y		N	X
Peeling	Y		N	X
Holidays	Y		N	X
Pitting	Y		N	X
Corrosion	<10%	Y	X	N

Seams/Welds                      Good

Conclusion/Discrepancies:    Minor corrosion on the pipe. Clamp also has corrosion on the hardware



### Effluent

Construction

#### Coating

Satisfactory	Y	X	N	
Blistering	Y		N	X
Cracking	Y		N	X
Peeling	Y		N	X
Holidays	Y		N	X
Pitting	Y		N	X
Corrosion	<5%	Y	X	N

Seams/Welds                      Good

Conclusion/Discrepancies:    Minor corrosion on the top edge of the pipe and along the floor seam



### Drain

Construction    Coated steel

#### Coating

Satisfactory	Y	X	N	X
Blistering	Y		N	X
Cracking	Y		N	X
Peeling	Y		N	X
Holidays	Y		N	X
Pitting	Y		N	X
Corrosion		Y	X	N

Seams/Welds                      Fair

Conclusion/Discrepancies:    Corrosion around the top edges of the pipe.



## OVERFLOW

Coating				
Satisfactory	Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Blistering	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Cracking	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Peeling	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Holidays	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Pitting	Y	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>
Corrosion	15%	Y	<input checked="" type="checkbox"/>	N
Seams/Welds	Fair			



Conclusion/Discrepancies: Corrosion on the flange and hardware as well as a few spots on the pipe. Funnel and braces are in good condition

## Conclusion

Based on the results of this underwater inspection which took place, it appears this tank is in operational condition and should continue to provide a reliable water storage capacity for potable water use with proper maintenance.

However a structural engineer needs to review the seismic berm and administrate a corrective plan

## Recommendations

PDI concurs with the recommendations of AWWA that all potable water reservoirs or storage tanks be cleaned and inspected at least every five years and in some cases, depending upon source waters, type and quantities of sediment, and presence (or lack thereof) of cathodic protection systems, more frequently.

The following recommendations are made to provide continued, uninterrupted service of your water storage tank:

- 1 Your tank should be inspected and cleaned every five years, as suggested by the AWWA. Routine inspections and cleanings provide ample time to perform remedial repairs to abnormalities discovered before having a chance to become problematic.
- 2 Opening hardware on the roof entry hatch needs to be replaced. Corrosion has damaged and broken the opening hardware.
- 3 Roof vent needs a new screen to be constructed of 24 gauge mesh wire.
- 4 The seismic berm at the 6 to the 900 o'clock position is spalling. Large pieces of concrete have broken away. The top of the rubber water stop is exposed. A structural engineer is required to review the condition of the berm and the tank to determine the necessary corrective action. More areas around the seismic berm have spalled and are continuing to do so.



# 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

**Proposal No.: RMCSO-092322**

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

Date: 11/30/2022  
Total Pages: 1

**Subject: Lower bearing retrofit parts kits  
for east and west DAF scraper  
shafts and installation.**

## **Labor and material to provide lower bearing retrofit parts kits for east and west DAF scraper/skimmer shafts as follows:**

- Hard chrome plated sleeve to fit over existing worn shaft with set screw alignment feature. Sleeve to weld to shaft after alignment.
- Filament wound sleeve bearing suitable for operating in a submerged and corrosive environment.
- Fabricated steel bearing housing allows for press fit of bearing.
- Fabricated steel bearing housing suspension frame allows for lateral positioning of bearing housing with adjustment screws. Frame design allows fitting and welding to existing bearing housing support members.
- All new steel fabricated components abrasive blasted and epoxy coated.

Price for both east and west bearing retrofit kits: \$22,830

## **Installation of bearing retrofit kits for east and west DAF units as follows:**

- Estimated installation time for installation of bearing kits for east and west DAF units is three 10-hour shift on site.
- Touch-up painting of new installation may require several days for full cure prior to immersion service.
- Confined space personnel retrieval setup and support team is additional or by others.

Price for both east and west bearing retrofit kit installations: \$18,084

**Total parts and installation for east and west DAF bearings: \$40,914**

Please allow about 12 weeks for fabrication of parts.  
Any applicable tax is not included in the pricing above.  
Date of installation is subject to availability.  
Pricing is subject to change because of material cost at time of order.

With regards,  
Alan McCutchen

**Rancho Murieta Community Services District  
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency ("District"), and N.J. McCutchen, a Corporation ("Contractor"), who agree as follows:

**1 Scope of Work**

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

**2 Payment**

2.1 District shall pay to Contractor a fee based on *[check one]*:

Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$ 40,914. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

**3 Term**

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be

fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 Intentionally Omitted.

#### **5 Conflict of Interest**

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

#### **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

#### **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared,

developed or created by Contractor under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **8 Confidentiality of Information**

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise,

Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

## 9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 "Maintenance" work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property ("District Facility") in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. "Maintenance" excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some "maintenance" work and other



work that is not "maintenance," then this section 9.2 applies only to workers performing the "maintenance" work.

9.2.2 Contractor shall comply with the 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 as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: 1000025293

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: 1000025293

d. Intentionally omitted.

### **Indemnification.**

9.3 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's

obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

9.4 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

**10 Insurance**

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

10.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may

acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

10.2 **Proof of Insurance.** Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 11 **General Provisions**

11.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

11.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

11.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

11.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

11.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other

breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**11.6 Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

**11.7 Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

**11.8 Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Rancho Murieta Community Services District

Attn: Michael Fritschi

Rancho Murieta Community Services District, 15160 Jackson Road, Rancho Murieta, CA 95683

E-mail: mfritschi@rmcsd.com

Contractor:

N. J. McCutchen, Inc.

Attn: Alan McCutchen

E-mail: alan@njminc.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

11.9 **Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

\_\_\_\_\_

Rancho Murieta Community Services District:

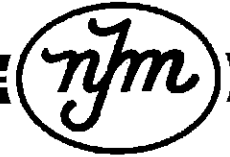
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Michael Fritschi**

**N.J. McCutchen:**

Dated: 16 December 2022

By: Alan McCutchen  
**Alan McCutchen, Vice President**



**N.J. McCUTCHEN, INC**

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

**Proposal No.: RMCS-092322**

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

Date: 11/30/2022  
Total Pages: 1

**Subject: Lower bearing retrofit parts kits  
for east and west DAF scraper  
shafts and installation.**

**Labor and material to provide lower bearing retrofit parts kits for east and west DAF  
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Price for both east and west bearing retrofit kits: \$22,830

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**Total parts and installation for east and west DAF bearings: \$40,914**

Please allow about 12 weeks for fabrication of parts.  
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Date of installation is subject to availability.  
Pricing is subject to change because of material cost at time of order.

With regards,  
Alan McCutchen

## RESOLUTION R2023-18

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT AUTHORIZING SALE OF DISTRICT SURPLUS EQUIPMENT

**WHEREAS**, in the past, the Rancho Murieta Community Services District has purchased equipment to be used in the provision of water, sewer, drainage, solid waste, and security services to the community of Rancho Murieta; and

**WHEREAS**, the equipment listed below has become obsolete and its useful life has been consumed:

<u>No.</u>	<u>Description</u>
1	2001 Ford F-250 (vehicle #214)
2	2016 Jeep Patriot (vehicle #521)
3	2016 Jeep Patriot (vehicle #522)
4	2006 Ford Explorer (vehicle # 517)
5	1994 Ford F-450 (vehicle #809)

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Rancho Murieta Community Services District declares this equipment surplus to the needs of the District and no longer necessary for the District's uses. The Board authorizes the General Manager to sell the equipment for fair value with procedures, terms and conditions that he finds appropriate or, if the General Manager determines that any equipment has no substantial value, to dispose of the equipment.

**PASSED AND ADOPTED** this 20<sup>st</sup> day of December 2023 by the following roll call vote:

**Ayes:**  
**Noes:**  
**Absent:**  
**Abstain**

---

Timothy E. Maybee, President of the Board  
Rancho Murieta Community Services District

[SEAL]

Attest:

---

Amelia Wilder, District Secretary