



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 Pohll)

Regular Meeting

December 1, 2020 at 8:00 a.m.

This meeting will be held via ZOOM video conference only pursuant to Gov. Newsom Executive Order N-29-20. You can join the conference by (1) logging on to <https://us02web.zoom.us/j/81487686467>, entering Meeting ID no. 814 8768 6467, and using the audio on your computer, or (2) dialing into 1-669-900-9128 and entering the meeting code 814 8768 6467. Those wishing to join with audio only can simply call the telephone number above and enter the code. Participants wishing to join the call anonymously have the option of dialing *67 from their phone. Please refer to your telephone service provider for specific instructions. **PLEASE NOTE – MOBILE DEVICE USERS MAY NEED TO INSTALL AN APP PRIOR TO USE AND MAC AND PC DESKTOP AND LAPTOP USES WILL REQUIRE YOU TO RUN A ZOOM INSTALLER APPLICATION – PLEASE FOLLOW DIRECTIONS AS PROVIDED BY ZOOM. IT IS RECOMMENDED YOU ATTEMPT TO LOGIN AT LEAST 5 MINUTES BEFORE THE START OF THE MEETING.**

AGENDA

1. Call to Order
2. Comments from the Public
3. Review Monthly Updates
 -  Development
 -  District Projects
4. Review WWRP Chlorine Gas to Bleach Conversion CIP 18-07-2:
 - a. Project to Date
 - b. Remaining Items to Complete Project
 - c. Review Plan for Sole Source Purchase
 - d. Discuss SCADA Integration by TESCO
5. Consider Approval of Costs for East DAF Repairs
6. Discuss Idea for Raw Water Use around Laguna Joaquin
7. Review and Discuss RFP for Engineering/Construction Inspection Services
8. Update RFP for Environmental Consulting Services for Laguna Joaquin

- 9. Discuss RFP for On Call Electrical Services**
- 10. Discuss Potential Protest to Upstream Water Right Application A032824**
- 11. Director and Staff Comments/Suggestions *[no action]***
- 12. 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 and Executive Order No. N-29-20, 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. 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 November 25, 2020. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

MEMORANDUM

Date: November 30, 2020
 To: Improvements Committee
 From: Paul Siebensohn, Director of Field Operations
 Subject: Monthly Development, Project & Other Updates

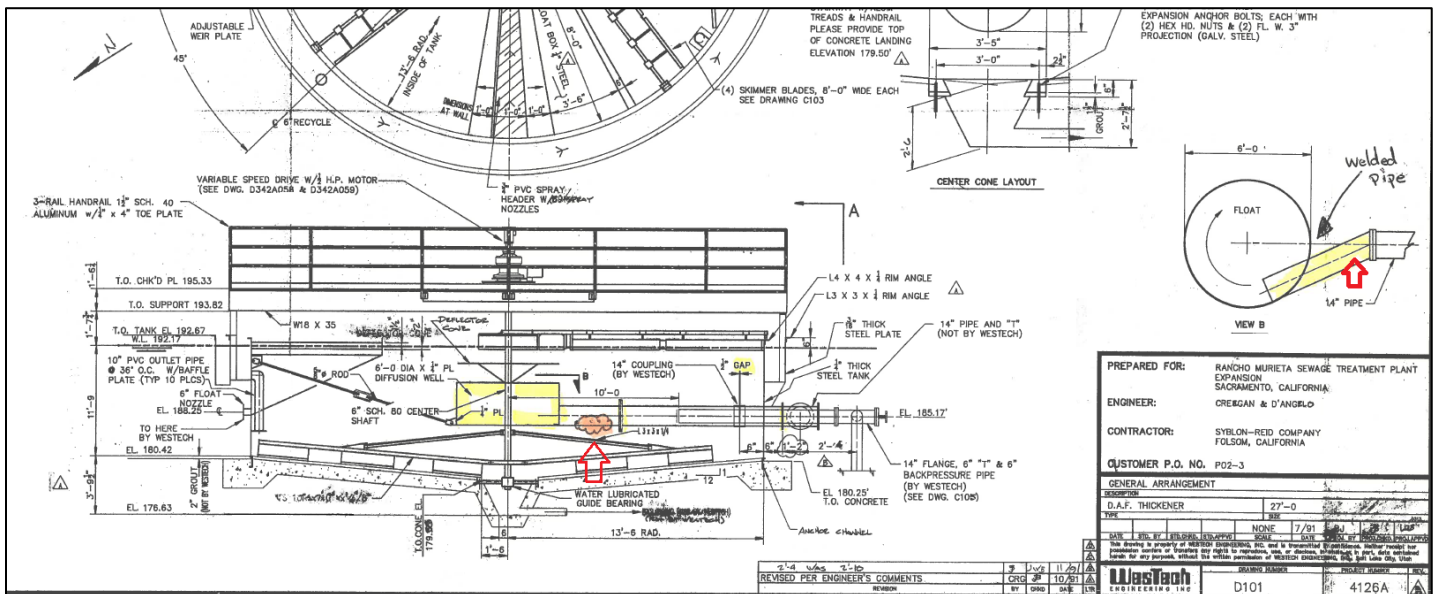
District Projects

Wastewater Reclamation Plant – East DAF

Replacement of the saturation pressure vessel is in a separate memo.

Continuing the follow up on the corrosion blowout in the East dissolved air floatation (DAF) tank that we banded in summer, in addition to other corrosion concerns within the tank structure, I have been in contact with vendors to begin the process to either fix or replace the tank and its components. We have now received a quote (attached) for full replacement from the original provider of the DAF, WESTECH.

The main issue is the pipe blowout that occurred in the area highlighted in orange, shown on the plan sheet section of the East DAF below. Based on current visual evaluations we believe we could possibly make it through another season or more if the tie-rods supporting the rake arms are replaced. Due to the cost and time-frame needed for a full replacement we may need to wait until next year.



Photos showing the corrosion on the tie-rods, rake arms, and tank structure are below.



Water Rights Renewal

The application and fees have been submitted, received, and are being processed. It may be a long time before we hear anything back. In the meantime, our current water right remains unaffected while the application is being processed.

Chlorine Gas to Sodium Hypochlorite (bleach) conversion

Update is in a separate memo.

Dam Inundation Mapping and Emergency Action Plans

We have received letters of receipt that the required Emergency Action Plans (EAPs) for our Calero, Chesbro, and Michigan Bar 1 dams have been submitted to Sacramento County Office of Emergency Services. Our consultant also reports they have received comments back on the EAPs now too.

PROJECTS

Development

site maps available on District website - <https://www.ranchomurieta.com/development-projects>

The Retreats East and North

This project extended their tentative maps on file with Sacramento County. No update has been given as to if or when this project will proceed.

Rancho Murieta North – Development Project

No new information has been submitted to the District, however as of the last update the project reports that they are continuing work on a traffic study, greenhouse gas study, and schedule and notice of preparation. A notice of preparation (NOP) is a brief notice sent by the lead agency to notify the responsible agencies that the lead agency plans to prepare an Environmental Impact Review, commonly referred to as EIR.

The Murieta Gardens (MG) – Highway 16 Off-Site Improvements

No update.

MG - Lot 4 (El Dorado Savings Bank) & Lot 5 (Starbucks) “shops C & D”

This project has been signed off as substantially complete. This item will be in the completed section of the next development update.

MG - Murieta Marketplace

This project has been accepted by the District to accommodate the developer to allow the grocery store to proceed with opening, however the drainage basin which is a part of this project remains active as a stormwater best management practice for the development site keeping it somewhat active.

MG – Legacy Villas & Suites (lot 7)

The project plans have been finalized by the project’s engineer and signed by the District’s engineer at Coastland Engineering. No word has been given yet as to a start date.

MG -Lot 10 (PDF Office)

Coastland provided submittal plan check comments back to the project and the project plan review is done, but signatures are done pending fees being paid to the District.

MG – Lot 11 (Circle K Gas Station/carwash)

Coastland provided submittal plan check comments back to the project with concerns of the project not having provided an exterior sewer interceptor for grease and debris removal as a food service business is intended to be there.

The Murieta Gardens I&II – Infrastructure

This project is nearing completion with the project calling for final inspections of the punchlist. Coastland's inspector has reviewed the items needed with the project before final acceptance.

Murieta Business Park

This project is nearing completion.



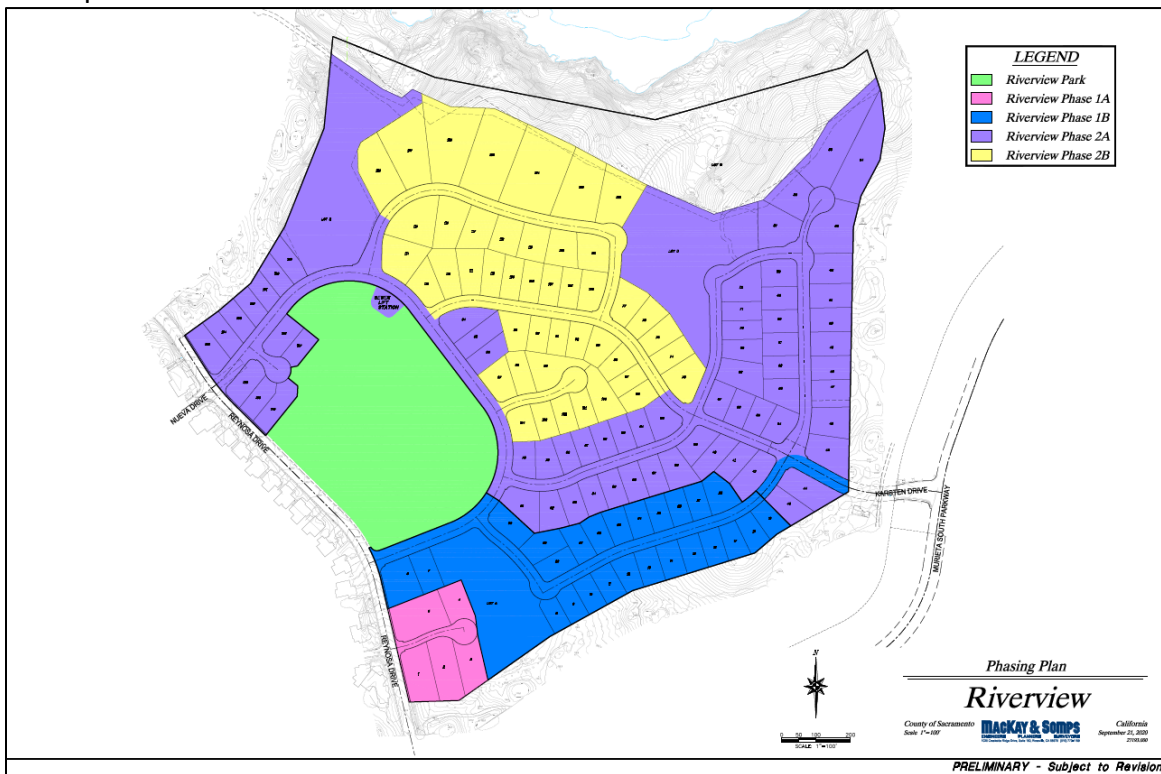
The project owner reports that they will be installing asphalt, landscaping, and completing the exteriors of the building soon and are intent on completing the project by the end of this calendar year.

The Residences of Murieta Hills East

No update. Project has yet to submit an application to the District regarding a formal project.

Riverview

The project is active with a goal of grading the entire site and developing their phase 1A site as shown in the exhibit drawing below. The project has provided a second submittal of the Riverview's Phase 1A plans, water study, and storm drain study for review on September 22. Coastland is still in the processes of review and Sacramento County is reviewing drainage plans now as well. The project set up a construction trailer just east of the Riverview park.



MEMORANDUM

Date: November 20, 2020
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Update for Chlorine Gas to Bleach Conversion: CIP 18-07-2 - Wastewater

The goal of the project is to eliminate the use of chlorine gas at the Wastewater Plant for recycled water disinfection and convert to using industrial strength sodium hypochlorite (bleach). Bleach is a much safer product, there is substantially less regulatory oversight and required staff time for oversight and training, and it mitigates risk to the community from transport, storage and use of chlorine gas.

Current Status of Project:

We started this project was initiated in January 2020. As of today, we have completed the following:

- Two new tanks are installed
- A new chemical feed trench and piping is completed to the chemical feed skids
- Two new sodium hypochlorite specific chemical feed skids are installed
- A new water supply system and valving is installed for dilution
- New conduit and wiring were routed from chemical tank farm to PLC control room
- Piping work is nearly completed
- Staff installed the chemical tank ladders and are working to attach them to the base of the tank

What's left:

1. Complete piping replacement at Tertiary pump station and evaluate and possibly replace chemical injection for post filtration.
2. Programmable Logic Controller (PLC) input/output (I/O)) card addition and programming updates to include flow pacing of chemical feed skids, SCADA integration of PLC information for various I/O for system, creation of SCADA screens and control setpoints, software updates for Rockwell SCADA to include Rockwell FactoryTalk Historian SE – 250 tag and FactoryTalk VantagePoint trend. This allows SCADA software to store and display historical data in a variety of graphical trends for staff operations and regulatory needs.
3. Completion of electrical services for tank level indicator calibrations, install weather covers for level indicating transmitters, repair and reroute conduits out of secondary containment areas, install a Hand-Off-Auto control for chemical transfer pump and telemetry wire back to PLC#2 for control, install new telemetry wire for future tank in existing chlorine ton room back to PLC #2, install 2 additional telemetry wires to tertiary pump station possible new chlorine analyzer and feedback to PLC/SCADA system, red-line electrical drawings to show new wiring runs and connections, and assist in start-up.
4. Order and install chlorine residual monitoring equipment.
5. Engineering drawings to be updated to show work completed.
6. Revise Hazardous Materials business plans for Wastewater Reclamation Plant

Budget and Budget Status:

This Sewer Improvements Reserve project, CIP# 18-07-2, had an approved budget of \$266,140. To date we have spent \$126,697.11, with \$139,442.89 remaining. This is less than just the engineering cost proposed by the Coastland consultant to map out this project and write specifications for conducting it.

Amount Approved	Date Approved				
\$266,140.00	11/08/19				
\$266,140.00					
		Description/ Timeframe of work	Vendor	Amount billed	Amount Remaining
		two 5100 gallon Hypo tanks	Burlingame Engineers	\$42,356.53	\$223,783.47
		2 Prominent Chem feed skids	Hopkins Technical Product	\$40,529.31	\$183,254.16
		form rentals	Spec West Concrete	\$291.50	\$182,962.66
		supplies for epoxying concr	Home Depot	\$329.76	\$182,632.90
		supplies for concrete	Home Depot	\$200.35	\$182,432.55
		forms & delivery cost	Spec West Concrete	\$765.13	\$181,667.42
		6 sack Concrete	River City Rentals	\$212.22	\$181,455.20
		supplies for concrete	Home Depot	\$81.31	\$181,373.89
		epoxy for concrete coating	Home Depot	\$190.79	\$181,183.10
		epoxy and piping parts/tool	Home Depot	\$412.21	\$180,770.89
		Zurn trench system	Spec West Concrete	\$7,564.25	\$173,206.64
		piping parts	W.W. Grainger Inc	\$241.69	\$172,964.95
		piping parts	W.W. Grainger Inc	\$4,300.30	\$168,664.65
		piping parts	USA Bluebook	\$2,663.44	\$166,001.21
		Level sensors & display	USA Bluebook	\$1,962.44	\$164,038.77
		Underground & oth.conduit	Prodigy	\$18,200.00	\$145,838.77
		Wire hypo skids&4-20wire	Prodigy	\$3,975.00	\$141,863.77
		CPVC Sch.80	PACE Supply	\$177.06	\$141,686.71
		CPVC Sch.80	W.W. Grainger Inc	\$648.82	\$141,037.89
		paving post trenching	J B Bostick	\$1,595.00	\$139,442.89
		Completion of electrical se	Prodigy	\$14,400.00	\$125,042.89
		PLC I/O (input/output) car	TESCO Controls Inc	\$86,980.00	\$38,062.89
					\$38,062.89
					\$38,062.89
					\$38,062.89
					\$38,062.89
				228,077.11	

Outlined in red is work and costs that are pending.

Sequence of work:

- 1) Cleanout and remove old acid tank and lines.
- 2) Clean secondary containment area where acid tanks were and form a new wall to separate it out from the Alum tanks which are acids and non-compatible with sodium hypochlorite which is a base.
- 3) Paint secondary containment areas.
- 4) Replumb system to be able to accommodate a storage tank and a day-tank.
- 5) Purchase and set up a chemical transfer pump system.

- 6) Solicit costs and then purchase and install two chemical feed skids containing primary and backup feed pumps with 4-20mA control systems, adjustable backpressure valves, calibration columns, anti-siphon valves, and isolation valves, rated for maximum strength sodium hypochlorite use.
- 7) Solicit costs and then purchase and install two new chemical storage tanks compatible for level indicators, fill and overflows, access ladders and hatch.
- 8) Extend chemical feed trench and piping
- 9) Install conduit and wiring for power and telemetry back to Motor Control Center for PLC and SCADA integration.
- 10) Integrate telemetry lines to PLCs and add additional I/O cards to allow inputs/outputs and update PLC programming.
- 11) Purchase and install a wastewater specific chlorine residual monitoring system at tertiary pump station. Route power and telemetry lines back to PLC #2 and integrated into SCADA for residual feedback control of pumps.
- 12) Fill tanks with water to check piping connections and test system.
- 13) Remove chlorine tons, ton stands, scales, and crane system in the chlorine gas storage room, only after Sodium Hypochlorite feed system is confirmed to work as intended.

Project photos:







Date: December 12, 2019
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Utilities Monthly Update

Chlorine Gas to Sodium Hypochlorite (bleach) conversion

Budget:

This Sewer Improvements Reserve project, CIP# 18-07-2, has a budget of \$266,140. The goal is to eliminate the use of chlorine gas at the Wastewater Plant for recycled water disinfection and convert to using industrial strength sodium hypochlorite (bleach). Bleach is a much safer product, there is substantially less regulatory oversight and required staff training, and it mitigates risk to community from transport, storage and use of chlorine gas.

Idea:

My plan is to do as much work as practical, myself and with staff, to save time and money for this project. Any work we can't do would be bid and awarded to outside contractors. At this point the work that would be contracted would be electrical and telemetry wirings, and SCADA integration. The plan consists of utilizing as much current infrastructure as possible while providing the best long-term viability for the facility. This would start with assessing the current Sodium Hydroxide tank at the bulk chemical storage site, as Sodium Hypochlorite is also a caustic based product and the tank isn't being used for pH adjustment anymore. We will clean the tank and its lines out and test them. If they are viable for use or require only a minor rehabilitation, we'll work towards utilizing it. If not, it would be replaced with a new tank system. There would be a bulk receiving tank of at least 5,000 gallons and two day-tanks where the high strength bleach would be deluded down to a more chemically stable percentage. The issue with high strength bleach is that it degrades very quickly and off-gases chlorine vapor, therefore you want to dilute it down to a more stable percentage to work with. The bulk tank needs two be at least 5,000 gallons so that we can receive a price break on its cost. A water deionization system is needed for the dilution fill water to prevent any reactivity with the bleach. We would also retrofit chemical feed systems within an existing chemical room for supplying the bleach for disinfection purposes within the facility. That would be the ideal location as there is existing on slash off power and telemetry controls for the chemical systems. However; if the chemical feed systems need to be located closer to the injection points of the chemicals, which sometimes is an issue due to off-gases, we could move these chemical feed skids at a later time. We would keep the existing chlorine system online until the new system could be proven an affective. One's it has been proven to work well, we will remove the chlorine gas systems and utilize the room it's in for a feed tank.

Sequence of work:

- 1) Clean out existing Sodium hydroxide tank and all of its feed lines. Test the tank and lines to see if they are sound for use.
- 2) Remove old acid tank and lines. Replumb system to be able to accommodate a day-tank. Plumb in lines to the chemical feed room and the discharge lines to the pre and post disinfection feed locations at the wastewater reclamation facility.
- 3) Solicit costs and then purchase two chemical feed skids.
- 4) Solicit costs and then purchase/rent/lease deionized water system.

Procurement:

- 1) Solicit costs for up to three new insulated chemical storage tanks, fittings, and appurtenances rated for maximum strength Sodium Hypochlorite use.
- 2) Solicit costs for up to two new chemical Feed skids containing primary and backup feed pumps with 4-20mA control systems, adjustable backpressure valves, calibration columns, anti-siphon valves, and isolation valves, rated for maximum strength Sodium Hypochlorite use.
- 3) Solicit costs for piping and piping connections
- 4) Solicit costs for deionization system for dilution water feed into day-tanks. (lease or renting is option)

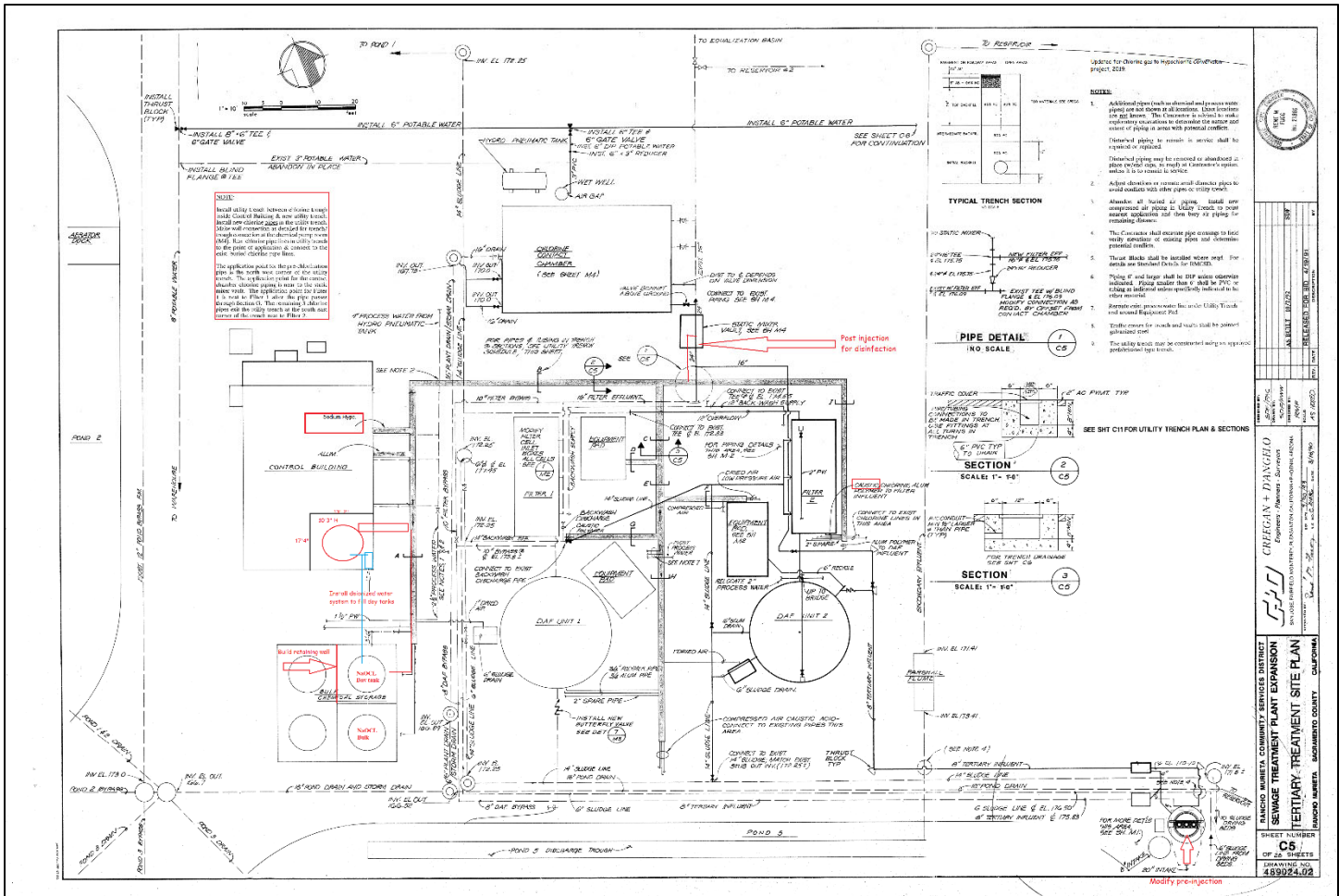
Demolition:

- 1) Remove the Acid tank and lines which are not in use.
- 2) Remove tertiary pump station injection system for caustic and modify it for bleach injection and diffusion.
- 3) Remove chlorine tons, tons stands, scales, and crane system in the chlorine gas storage room, only after Sodium Hypochlorite feed system is confirmed to work as intended.

Photos available below for further reference.



Aerial view of tertiary treatment plant



Plan sheet marked up of most of work to be done



View of bulk chemical tanks, trench, and control building at tertiary treatment facility



View of discharge from existing caustic tank



View from existing acid tank in left foreground and caustic tank in background



View of top of existing caustic tank with hatch open



View of chemical feed room and piping trench



View of chemical piping trench towards tertiary pump station



Tertiary pump station with chemical feed lines feeding into wet well



Existing Chlorine tons and feed system



Capitalized Expenditures under General Manager's Authority
None reported this past month.

MEMORANDUM

Date: 11/20/2020

To: Improvements Committee

From: Paul Siebensohn, Director of Field Operations

Subject: Discuss Sole Source Approval for TESCO Controls Inc. for WWRP Chlorine Gas to Bleach Conversion - CIP 18-07-02

RECOMMENDATION:

Approve Sole Source purchase from TESCO Controls Inc., in an amount not to exceed \$86,980 plus a 15% contingency for \$100,027, funding to come from sewer replacement reserves.

DISCUSSION:

The Board approved this CIP project to chlorine gas to sodium hypochlorite (bleach) conversion at the Wastewater Reclamation Plant

The District Operations staff contacted TESCO for a quote to integrate the new chemical feed systems as part of CIP 18-07-02, Chlorine Gas to Bleach Conversion. This work includes:

- Programable logic controller (PLC) input/output (I/O) card addition
- Programming updates to include flow pacing of chemical feed skids of each dissolved air flotation (DAF) unit
- Chlorine residual feedback control
- SCADA integration of PLC information for newly added I/O for tank levels
- Four chemical feed pumps
- Transfer pump
- Chlorine residual meter
- Creation of SCADA screens and control setpoints for each added item and to create a historical database with trending capability
- Rockwell SCADA to include Rockwell FactoryTalk Historian SE – 250 tag and FactoryTalk VantagePoint trend

The General Manager recommends that to sole source this project with TESCO as it is in the best interest of the District. TESCO is the maker of the PLC's that are being updated and the SCADA system and is poised to quickly and efficiently update it all, including the programming. TESCO provided a sole source letter, attached.

Per District Purchasing Code, we may sole source this without bidding per code section 7.03:

c. Award of Contract: The General Manager shall make a recommendation to the Board on an award to the most qualified proposal based on the factors described in Section 7.01 above. In lieu of the RFP/Q process, if the General Manager determines that the process would not be advantageous or in the best interests of the District, the General Manager may recommend a sole source Professional Services contract to the Board. In its discretion, the Board may award the contract to the person or firm recommended by the General Manager or, if applicable,

another proposer, reject all proposals and re-solicit proposals, reject all proposals and not proceed with the contract, or reject all proposals and direct that the General Manager solicit and negotiate a contract with a specific person or firm.

The full Code can be found on our website here:

<https://www.ranchomurieta.com/files/208a42c5a/Chap+4+purchasing+amended+10-2019.pdf>

Sewer Replacement reserves are currently at \$3,083,900

To: Rancho Murieta Community Services District
Attn: Paul Siebensohn
Re: WWTP Hypochlorite Upgrade

Quote Date: Nov.11, 2020
Quote No.: 20I030Q03

Thank you for your interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. The scope includes services to support the Wastewater Treatment Plant Hypochlorite Upgrade Project.

Services include PLC program additions of new chlorine injection skids, chemical holding and mixing tank levels, transfer pump control, chlorine monitoring equipment, flow monitoring, and chemical pacing. New statuses shall also be configured into the existing WWTP SCADA system including installation of Rockwell FactoryLink Historian license and configuration of historical data.

TESCO will modify existing L2000 PLC program to include new equipment, modify existing WWTP SCADA system to include new Hypochlorite screen including required modifications to other screens. TESCO will terminate new equipment signal wire at the existing L2000 PLC (equipment, conduit, and wire furnished and installed by District Contractor). TESCO will also furnish revised documentation and O&M's.

Item	Qty	Description
1	1	Hardware Components for RTU-2 (installed by TESCO) to Include: <ul style="list-style-type: none"> ▪ Qty. (1) Analog output module with Analog output termination board ▪ MCC outer door cover plate for removed strip chart recorder
2	1	Rockwell Historian Software License to Include: <ul style="list-style-type: none"> ▪ FactoryTalk Historian SE – 250 tag ▪ FactoryTalk VantagePoint Trend
3	Lot	Professional Services to Include: <ul style="list-style-type: none"> ▪ Project Management – Project coordination ▪ Engineering – Site verification of pre-installed and labeled signal wire for new project equipment, signal wire connection diagrams at PLC termination blocks for pre-installed new equipment, revised schematics, drawings, and O&M's ▪ PLC Programming – Program transfer pump statutes, configure chemical pacing for front & back ends, configure residual monitoring, develop database for SCADA, develop setpoints, test program with SCADA, develop program documentation ▪ SCADA Configuration – Develop & modify screens & screen graphics, configure trends and alarms, install and enable historian license, configuration of historical data, furnish testing support ▪ Field Service – Installation of RTU-2 PLC components, terminate existing and pre-labeled field wire at the L2000, remove Eurotherm recorder and deliver to District, perform instrument to PLC calibration verification, perform field test, and startup
TOTAL FOR ITEMS 1 - 3:		\$86,980.00

Project Clarifications

- Unless otherwise stated above, quote is to **furnish only** and does not include trade labor/electrical installation services or field wire terminations.
- Unless otherwise stated above, the following is **not** included within this quotation:
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Local control stations and/or field mounted disconnects.
 - Instrumentation, devices, components, or equipment not defined by the above quotation.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Networking infrastructure or architecture modifications to existing facilities.
 - Any 3rd party independent testing, harmonic testing/analysis, power coordination study, or Arc-Flash Hazard Analysis (AFHA) study.
 - Interconnection or loop diagrams for equipment not furnished by TESCO.

Terms and Conditions

- Quote is firm for 30 days unless otherwise stated.
- Submittals: Submittal will be provided approximately **6-8** weeks after receipt of purchase order, written notice of intent, or notice to proceed.
- Delivery: Approximately **10-12** weeks minimum after submittal approval.
- Price does include applicable sales tax, use tax, and applicable fees.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Richard Martinez

Technical Sales

TESCO Controls, Inc.

(916) 395-8800

(916) 730-9936 – Mobile

rmartinez@tescocontrols.com

April 2, 2020

To: Rancho Murieta Community Services District
Attn: Paul Siebensohn
15160 Jackson Road
Rancho Murieta, CA 95683
psiebensohn@rmcsd.com
(916) 354-3700

Re: **Rancho Murieta Community Services District
Letter of Exclusivity**

Mr. Siebensohn:

Tesco Controls, Inc. has been involved in the controls system supply and integration of many Rancho Murieta CSD projects. During this time, Tesco has worked with the District to establish program procedures, standards, and methodologies crucial to the functionality and operation for the District's site-specific projects. This includes the quality of integration for process and control strategies, PLC systems, telemetry/communications, PLC to SCADA interface, motor control, and instrumentation for systems provided by Tesco.

These systems include the use of PLC / RTU elements with custom, site-specific software and programming specifically developed by Tesco for these projects.

Many of the existing PLC, telemetry, and control systems were designed, constructed, programmed and integrated specifically for Rancho Murieta Community Services District by Tesco Controls, Inc. **This includes control systems manufactured by Tesco, which consist of Tesco brand and manufactured products.**

Tesco also maintains copies of Rancho Murieta CSD's control strategy documentation and programming code for these existing systems. Tesco possesses the experience, intimate knowledge, and understanding of the District's infrastructure to service and support these systems. This makes Tesco the most cost effective and ideal service provider for continued support services and solutions. Furthermore, the addition of new PLC / RTU hardware and software systems should be performed solely by Tesco Controls, Inc. for proper integration into the site's existing system. This would prevent any possible prolonged downtime with improper system integration.

Additionally, Tesco Controls, Inc. maintains a staff of Electrical and Control System Engineers, PLC Programmers, SCADA Engineers and Field Service Technicians who provide immediate response to Rancho Murieta CSD for any SCADA, telemetry, or control system need, whether emergency or non-emergency related.

When partnering directly with Tesco, Rancho Murieta Community Services District is assured of:

1. Knowledgebase, expertise, and system familiarity for a timelier, cost effective means of support and project execution.
2. All services performed by an Integrator who is most familiar with Rancho Murieta CSD's control strategy, programs, process and system architecture.
3. An integration firm with *documented* 24-hour support services (365 days a year).
4. Services are performed by a controls and systems Integrator who is CSIA "Certified" (by Control System Integrators Association) adhering to the highest quality benchmarks.
5. A partner who continuously works with Rancho Murieta CSD personnel in ongoing efforts to maintain and improve the standards for the system's critical control and monitoring needs.

We hope this information proves beneficial to the needs of your project(s) and helps maintain our continued level of support and service to The Community Services District. If you have any questions, comments, or need additional information, please feel free to let us know.

Sincerely,

TESCO CONTROLS, INC.



Richard Martinez
Technical Sales Department
rmartinez@tescocontrols.com

MEMORANDUM

Date: 11/23/2020

To: Improvements Committee

From: Paul Siebensohn, Director of Field Operations

Subject: Discuss Approval for N.J. McCutchen, Inc., for East DAF Saturation Tank Replacement

ACTION AND/OR RECOMMENDATION:

Tentative approve of the proposal from N.J. McCutchen, Inc, in an amount not to exceed \$28,755 plus a 15% contingency for \$33,068, funding to come from sewer replacement reserves.

DISCUSSION:

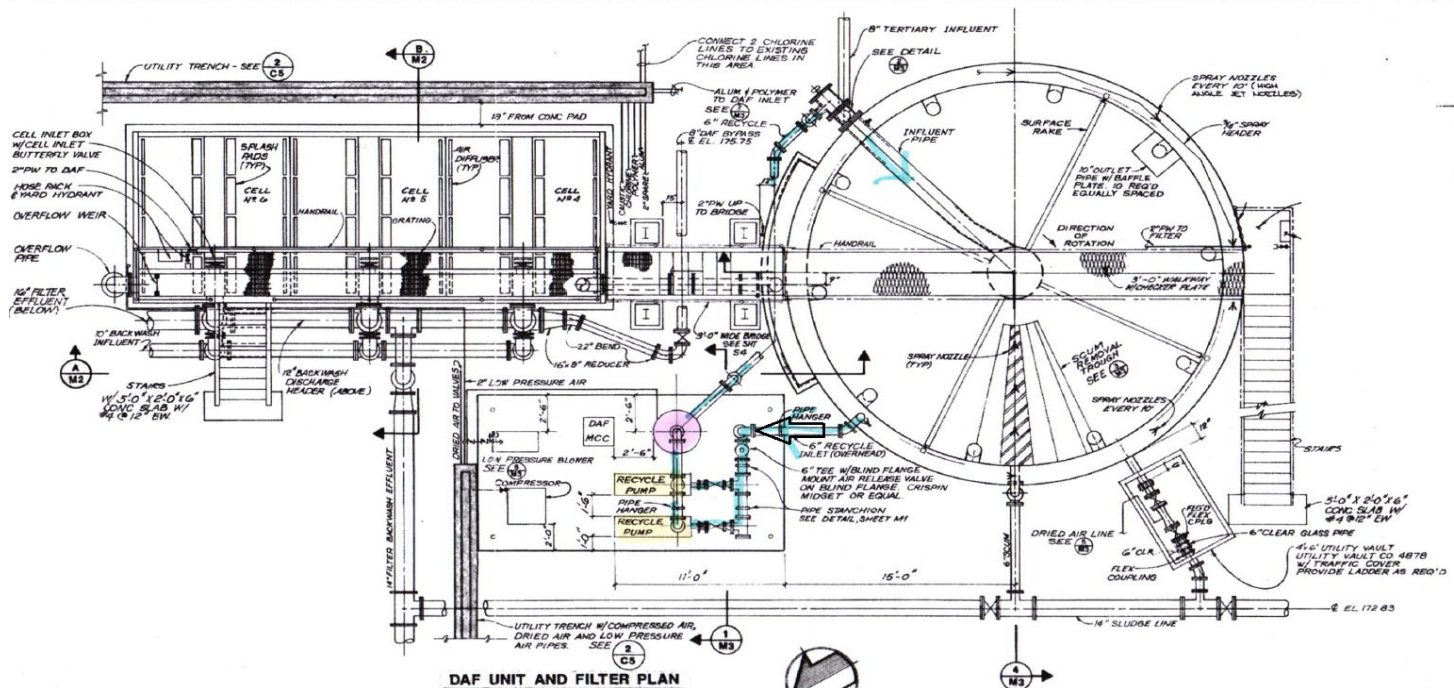
The East Dissolved Air Floatation (DAF) saturation pressure vessel at the Tertiary Wastewater Reclamation plant was installed in 1991 and now has significant corrosion, creating a leak. As it is a pressurized vessel, replacing it for safety as well as for needed operations is a priority. It functions by forcing air and water under pressure into water that is recycled through the DAF tank, which is then released through a differential pressure valve causing tiny air bubbles to mix with the flow coming into the tank. The tiny air bubbles then function to float algae to the top of the tank, which is skimmed off into a waste trough.

We have recently sent out requests to multiple vendors for its replacement. Two have provided the attached quotes. Another vendor suggested not to replace the pressure vessel and to install a venturi recirculation pump that would draw air into it for this specific use. As of today, we have not received their quote. Our plan is to wait until we evaluate this new option before placing this order. However, I would like the committee's approval to allow us to proceed with the tank replacement option if the venturi pump option does not make sense. My reasoning to get permission now is the concern with long lead times for materials and labor in this COVID era, and with the Christmas and New Year holidays coming, I want to be ready to provide the Rancho Murieta Country club recycled water in summer as needed.

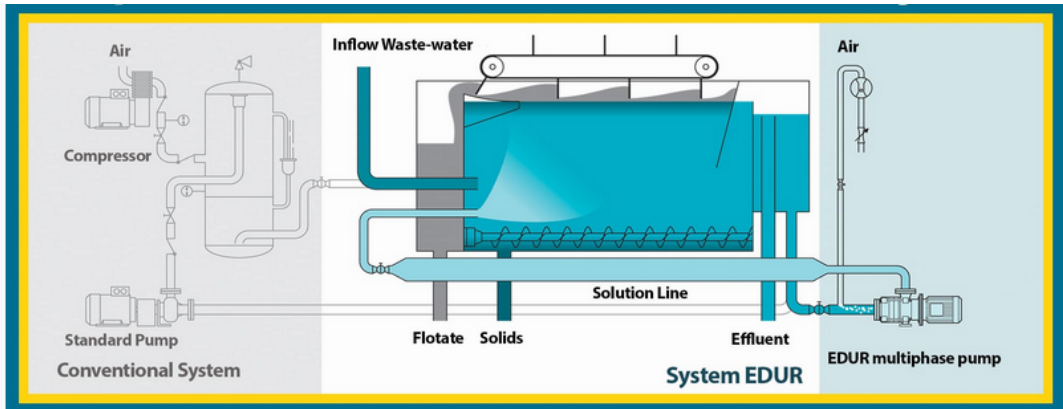
The quote from NJM Inc. is the lowest bid that includes the stainless-steel option. Their quote notes that additional cost is needed to provide certified payrolls for prevailing wage, as required by the Department of Industrial Relations, so I have asked the vendor what his estimate for that would be but have yet to receive that information. I believe the contingency would cover what that cost may be.

Sewer Replacement reserves are currently at \$3,043,427.

A visual description of the saturation tank operation is shown in the drawing below. The location of the saturation tank is highlighted in pink. Highlighted in yellow are the recirculation pumps that pull some of the water that is treated from the DAF and force it into the saturation tank along with compressed air. This air saturated water then flows back in to the inflowing water line feeding the tank shown by the blue line leaving the tank.



This is an example of what it would look like if we went with the air-injection pump system (EDUR Pump) or similar. It replaces the need for a compressor, saturation tank, and functions as the recirculation pump.



By using an EDUR Multiphase pump, the compressor, air saturation vessel, the standard pump, and the control system can all be eliminated, along with the on-going maintenance that goes with them. The EDUR Multiphase pump is capable of handling a mixture of liquid and air, so when set up correctly, the pump draws atmospheric air into the suction line and feeds it under pressure straight into the DAF tank.

After drawing air into the suction line, the EDUR pump mixes and shears the air then imparts up to 6-7 BAR of pressure on the discharge line. This pressure "forces" the air into solution. When the air saturated liquid reaches the DAF tank (DAF system), the air comes out of solution to form 30-70 micron bubbles, which attach to floating matter and bring it to the surface.

Simple. with greatly reduced maintenance needs.



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

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

Attention: Travis Bohannon
Office: 916 354 3700

Proposal No.: RMCS-110420

Date: 11/4/2020
Total Pages: 1

**Subject: Saturation tank with
installation**

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

Material of construction: T304 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 except no manway

Pricing:

Tank:	\$20,120
Deliveries and installation:	\$7,076
Sales tax, %7.75:	\$1,559
Total:	\$28,755

Notes:

1. Delivery time is about 12 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.

With regards,

Alan McCutchen



Rancho Murieta WWTP

Rancho Murieta, California

Owner

Rancho Murieta CSD
Paul Siebensohn
psiebensohn@rmcsd.com
P: 916.354.3700

Contact

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Chris Perry
cperry@westech-inc.com
P: 801.290.6448
C: 801.897.9544

David Worthington

dworthington@westech-inc.com
P: 801.290.1171

Representative

MISCOwater
Nate Miller
nmiller@miscowater.com
P: 925.225.1900
C: 415.794.0984



WesTech Opportunity Number: 2099104S1
Monday, November 23, 2020



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- Payment Terms
- Schedule
- Freight

Terms & Conditions

Technical Proposal

Item A – Saturation Tank

Saturation Tank

Parameter	Value	Units
Material of Construction	Carbon Steel	
Diameter	36"	in
Shell Height	72"	in
Total Height	100"	in
Total Volume	417	gal
Recycle Flow	320	gpm
Theoretical Retention Time	1.3	min
Level Control Valve	Sewage Air Release	
Sight Glass	2	ft
Pressure Relief Valve	100	psi

Saturation Tank Nozzle Schedule

Parameter	Quantity	Size
Influent	1	6"
Effluent	1	6"
Manway	1	12" x 16"
PRV air connection	1	¾"
PRV Water Connection	1	2"
Pressure Gauge Connection	1	½"
Air Inlet	1	¾"
Sight Glass Connections	2	½"
Drain	1	2"

Clarifications

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Paint: If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

Carbon and Stainless Escalation: Any material price increase from proposal date to material procurement greater than 2.5% from stated prices set forth herein are subject to escalation. The escalation shall be based upon increases at cost, without additional profit, overhead or margin and shall include labor, material, and other costs to WesTech that occur in the specified period. Any revisions or changes requested by the customer will be priced on a case by case basis. Carbon material escalation will be based on a third-party carbon steel material index of flats and longs, such as the SBB indexes located at <https://www.steelbb.com>. Any carbon steel escalation will be based on carbon current flats and longs indexes which are in effect at the time of bid. Stainless material escalation will be based on a third-party material nickel index, such as the SBB index located at <https://www.steelbb.com>. Any escalation will be based on current nickel price indexes which are in effect at the time of bid.

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Scope of Supply, Items not by WesTech: Control Panel, Pumps, Air Compressors, Electrical wiring, conduit or electrical equipment; fireproofing; fire and gas detection and alarming systems; oxygen analyzers or other similar analyzers; lubricating oil or grease; utilities; nitrogen for blanketing system; shop or field painting; field welding; erection; detail shop fabrication drawings; performance testing; unloading; storage; concrete work; foundation design; field service; (except as specifically noted).

Commercial Proposal

2. Firm Pricing		Currency: US Dollars
Scope of Supply		
A	Saturation Tank (Painted Carbon Steel)	\$34,850
A-1	Optional Adder 304SS Construction	\$12,505
B	Installation of Sat Tank	\$17,378
Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)		Not Included in Price

Prices are valid for a period not to exceed 30 days from date of proposal.

3. Payment Terms	
Net due 30 days after shipment	100%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule	
Ready to Ship, Purchase Order Acceptance and Contract Execution	12 weeks*

*Customer approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

5. Freight		
Domestic		FOB Shipping Point (FSP)
From	Final Destination	Number of Trucks
WesTech Shops (TBD)	Rancho Murieta, CA	1

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. Specifications:** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
- 2. Items Included:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
- 3. Parties to Contract:** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.
- 4. Price and Delivery:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.
- 5. Payments:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
- 6. Payment Terms:** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.
- 7. Escalation:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
 - (b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
- 8. Approval:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.
- 9. Installation Supervision:** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation. Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses. WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.
- 10. Acceptance of Products:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
- 11. Taxes:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
- 12. Title:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.
- 13. Insurance:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

- 14. Shipments:** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates. WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account. If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.
- 15. Warranty:** WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.
- 16. Patents:** WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.
- 17. Surface Preparation and Painting:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation. Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer. WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.
- 18. Cancellation, Suspension, or Delay:** After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.
- 19. Return of Products:** No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.
- 20. Backcharges:** WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.
- 21. Indemnification:** Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.
- 22. Entire Agreement:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.
- 23. Motors and Motor Drives:** In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.
- 24. Extended Storage:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.
- 25. Liability:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.
- 26. Arbitration Negotiation:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

MEMORANDUM

Date: November 24, 2020
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Request for Proposals (RFP) for Engineering/Construction Inspection Services

BACKGROUND

Inform the Improvements Committee of the final plans to release a Request for Proposals for Engineering and or Construction Inspection Services.

DISCUSSION

The Board approved an extension of the Contract the District has with Coastland Engineering Services at the July 15, 2020 Board meeting. The Contract is valid through April 21, 2021. It is our practice to open contracts of this nature for bid every three years, and we will have been working with Coastland for five years on the date the contract expires. Staff has drafted an RFP for Engineering Services and or Construction Inspection Services. Once awarded, the company will be asked to perform the following services:

Engineering

- Studies/report preparation
- Engineering calculations
- Civil and electrical design
- Infrastructure and Development design review
- Preparation and/or updating of plans and specifications
- Assistance in developing RFPs and bidding
- Engineering support during construction
- Easement reviews
- Surveying
- Peer review
- CAD / GIS

Construction Inspection

- Provide on-site review and comments of construction activities
- Provide detailed reports of inspections
- When requested to do so, subcontract professional services to ensure specialty work is done properly
- Stop work or point out safety concerns to District
- Suggest means to resolve conflict to District if needed

Our objective is to solicit bids for Engineering Services, and Construction Inspection Services, or a combined award. At the same time we solicit bids for construction inspection services, we are open to receiving bids for both services.

SUMMARY

With the approval of the Improvement Committee, the RFP will be released to the public. If successful, bidder award(s) are planned to be placed on the February 2, 2021, Improvements Committee agenda. If possible, we will present the contract for approval at the February 17, 2021 Board meeting.

MEMORANDUM

Date: November 30, 2020
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Discuss Upstream Water Rights Application Received

Background:

The District received a letter from the State Water Resources Control Board (SWRCB) on November 17, 2020, that the Sobon Wine Company, LLC filed water right Application 034842 on June 15, 2017, seeking to appropriate water from Pigeon Creek. Although it is a small amount of water being sought (8 acre-feet), the diversion point is upstream of Rancho Murieta's diversion points. The requested diversion season is concurrent with some authorized diversion seasons named in the Rancho Murieta rights. Any protest would need to be received by the SWRCB by December 22, 2020.

There are two types of protests the District can file against Sobon.

Prior Rights

The District can protest based on the prior rights of Rancho Murieta. While prior rights are required to be recognized by Sobon, we can request a specific term recognizing those rights to be included in any Permit issued to them. The SWRCB will not require any hydrology or studies to prove the extent of the potential impact and will allow a prior right protest as long as the junior right is located upstream and has a concurrent diversion season. Generally, most protests are resolved by the applicant (Sobon) by agreeing to include a permit term to respect Rancho Murieta's prior rights.

Wagner & Bonsignore, Consulting Civil Engineers (W&B) estimate a budget of about \$300 to prepare and file a prior rights protest. If the SWRCB requires additional work to substantiate the claim, which they note is unlikely, they would have to evaluate what the SWRCB requests and can provide a cost estimate at that time.

Environmental Concerns

Filing a protest based on the environmental impacts of the proposed project requires specific environmental concerns to be identified. Typically, environmental protests are filed by regulatory agencies, environmental groups, or local "neighbors" of the project with specific concerns about the impacts to a local stream or water system. A great deal of environmental work is required by the SWRCB, California Department of Fish & Wildlife (CDFW), and other regulatory agencies. Additionally, SWRCB would require mitigation to address our environmental concerns before issuing a permit.

The cost to prepare and file an environmental protest depends on the extent of the analysis needed to show impact. Our consultant notes to keep in mind that such an objection could cut both ways

because Rancho Murieta is on the same water system. One needs to be sure of specific impacts caused only by the applicant; otherwise, mitigation may apply to all users on the system, even those with existing rights.

Based on the information provided, I would recommend that we have W&B file a Prior Right protest to demonstrate our concern to protect our primary water right.