



## 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)*

Special Meeting  
January 9, 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* **Electrofishing Testing**
  - B. *Discussion Item* **CIP Matrix**
  - C. *Discussion Item* **Contract for Supervisory Control and Data Acquisition (SCADA) Water Treatment Plant Evaluation**
  - D. *Discussion Item* **Comminutor Main Lift North**
  - E. *Discussion Item* **Levee Report**
  - F. *Discussion Item* **Chesbro Aeration Station Electrical Work**
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 January 4, 2024. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

## Improvements Committee Staff Report

Date: January 9, 2024

From: Michael Fritschi, P.E. - Director of Operations

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- A. Electrofishing Testing** - Ben Ewing from California Department of Fish and Wildlife (CDFW) will be presenting on electrofishing testing and possible Sacramento Perch stocking.
- B. FY 23-24 Capital Improvements Program (CIP) update** – Information for capital projects has been updated for the current fiscal year 23-24. Please see the attached FY 23-24 CIP Matrix
- C. Contract for Supervisory Control and Data Acquisition (SCADA) Water Treatment plant Assessment** – The District SCADA hardware and software that operate the automation of the treatment facility have not been properly checked and updated since inception (2015). Some components of the system are also out of date and no longer supported by the manufacturer.

Service quotes have been solicited from Tesco Controls, Telstar, and Cascade Integration and Development to provide a full assessment of the water plant SCADA system and to provide an assessment report of potential deficiencies and suggested solutions to bring the water plant SCADA system up to date.

The scope of assessment is envisioned as follows:

- Take inventory of operating system versions and patch levels
- Review programmable logic controller (PLC) panel view and component firmware
- Review health of server hardware
- Review event logs of network switches, firewall, and other peripherals
- Provide SCADA Assessment Report

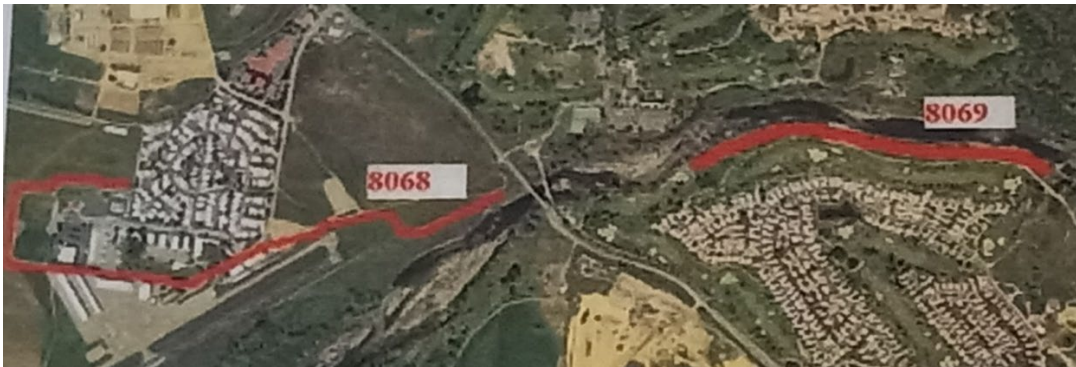
**D. Comminutor Main Lift North** – Depending on the design and capacity of sewage lift pumps, screening or shredding of rags and debris is required upstream to protect and maintain the proper operation of sewage lift pumps. At the main lift north (MLN) pump station, the District utilizes (2) comminutors to shred rags and debris for each of the (2) sewer lift pumps in the MLN station. Each comminutor is designated to each pump and they are utilized in parallel. Last Summer one of the comminutors failed and the District ordered a replacement which had a 6-month lead time. The absence of the comminutor recently caused the redundant lift pump to become clogged with rags and to fail and resulted in (5) employees and a pumping contractor to have to respond on December 24<sup>th</sup> to unplug the pump.



It has also been recently noted that the remaining comminutor is beginning to make noises, most likely related to bearings. The District is expecting the previously ordered comminutor in the next few weeks. Staff feel that due to the long lead times, that a second comminutor should be ordered and ready, if the (noisy) comminutor requires replacement or repair within the next 6 months. The most recent quote for the replacement comminutor is \$24,721.57 from JWC Environmental who the only manufacturer of a comminutor that will fit in the lift station.

**E. Levee Report** – Levee System #8069 and #8068 were inspected in November/December of 2023. Overall the levees were in good condition. The following work list has been created to address the issues noted:

1. Remove cattails from basin 5 outlet oil/water separator/screen area
2. Create a permanent safe access to basin 5 inlet valve
3. Exercise inlet valve to basin 5
4. Secure discharge guards at main lift south drainage - *completed*
5. Fill 3-ft sinkhole in on the central west end of Levee #8069
6. Remove trees and vegetation around 60-inch gravity drain outlet channel
7. Replace seal on middle flap of FAA discharge line



**F. Chesbro Aeration Station Electrical Work** – The Chesbro Aeration station is utilized as a pre-treatment station for manganese removal just before the water treatment facility. At this station, staff will be replacing the existing aerators that have outlived their useful life. The new units have been procured and are ready to install in the existing station housing. Staff will be performing the mechanical removal and will install the new smaller and more efficient units on Unistrut secured to the existing foundation. The existing panel housing for the aerators will be modified with the new controllers by the District electrician. The electrician has been out to preview the required work and will be providing a quote soon.



## Fiscal Year 23-24 Capital Improvement Plan Matrix

<b>Water</b>	<b>Project</b>	<b>Budget FY 23-24</b>	<b>Spent to Date FY 23-24 (est)</b>	<b>status</b>	<b>Est % complete</b>
24-200-01	Water portion of CIP/5-year rate study	\$ 40,640.00	\$ 8,534.00	<i>Rate Study was removed from Scope of services</i>	60%
23-20-01	Integrated Water Master Plan	\$ 313,369.00	\$ 145,395.10	<i>Two contract amendments were approved, increasing the CIP project budget by \$113,369. Phase 1 and Phase 2 of master plan are complete, with the first phase completed in FY 22-23. Current contract is \$408,369 of which \$302,175 is spent.</i>	60%
24-200-03	Water GIS Updates	\$ 25,000.00	\$ 7,275.00	<i>completed initial water pipe mapping</i>	29%
24-200-04	Water Condition Assessment	\$ 30,000.00	\$ -	<i>not started - researching assessment methods</i>	0%
23-06-01	Rio Oso Improvement Study	\$ 61,000.00	\$ 465.00	<i>Contract awarded and in progress</i>	20%
23-10-01	WTP Chlorine to NaOCl replacement	\$ 700,000.00	\$ 17,492.80	<i>Design mostly completed waiting on updated electrical sheets and Opinion of Probable Construction Cost. Majority of design was completed in FY 22-23</i>	30%
23-04-01	Granlees Safety Rehabilitation	\$ 822,000.00	\$ 29,712.50	<i>Design completed and under District Review</i>	30%
	<b>Total</b>	<b>\$1,992,009.00</b>	<b>\$ 208,874.40</b>		
<b>Water</b>	<b>Project</b>	<b>Budget FY 23-24</b>	<b>Spent to Date FY 23-24 (est)</b>	<b>status</b>	<b>Est % complete</b>
24-250-01	Wastewater portion of CIP/5-year rate study	\$ 40,640.00	\$ 8,534.00	<i>Rate Study was removed from Scope of services</i>	60%
24-250-02	Wastewater GIS Updates	\$ 25,000.00	\$ 7,150.00	<i>continue sewer updates and begin integrating condition assessment data</i>	29%
24-250-03	Wastewater Condition Assessment	\$ 30,000.00	\$ -	<i>CCTV work to be completed in the spring</i>	0%
23-11-02	Complete Lift Station Generator Projects	\$ 450,000.00	\$ 13,672.50	<i>Design at 75% complete</i>	15%
23-11-02	Complete Lift Station Rehabilitation Projects	\$ 300,000.00	\$ 136,757.25	<i>Lift 3B work complete. Alameda and Starter Shack at the preliminary design level.</i>	40%
24-250-07	Main lift North Pump Replacement	\$ 65,000.00	\$ 71,775.00	<i>Pump has been ordered and is expected within the month</i>	90%
24-250-08	Main lift North Roof Repair	\$ 15,000.00	\$ -	<i>In process of obtaining bids</i>	10%
23-14-02	Complete WWTF Chlorine to NaOCl & Contact Tank Rehab	\$1,400,000.00	\$ 13,528.50	<i>Completed preliminary design analysis. Some preliminary work completed in FY 22-23.</i>	10%
	<b>Total</b>	<b>\$2,325,640.00</b>	<b>\$ 251,417.25</b>		



1. *PROPOSAL TYPE*

1.1. Time and materials.

2. *ASSUMPTIONS AND UNKNOWNNS*

2.1. VPN access can be provided to CID.

2.2. Credentials for servers, network equipment, firewalls, and associated accounts can be provided to CID.

3. *SCOPE*

3.1. CID will provide the following services:

3.1.1. In Office

3.1.1.1. Configuration of VPN with help from RMCS D IT contractor.

3.1.1.2. Take inventory of server operating system versions and patch levels, FactoryTalkView versions, PLC and panelview firmware, and network component firmware.

3.1.1.3. Report Development.

3.1.2. Onsite

3.1.2.1. Review health of server hardware.

3.1.2.2. Review event logs of operating systems, FactoryTalkView SE, and Rockwell Historian.

3.1.2.3. Review configuration and logs of network switches, firewall, and other peripherals.

**3.1.3. Cost: \$11,850 (66 hours @ various rates)**

3.2. CID will provide the following deliverables:

3.2.1. SCADA Assessment Report.

**3.2.2. Cost: \$0.00**

3.3. CID will not provide the following as part of this proposal:

3.3.1. Resolution for issues or errors found during the course of work.

3.3.2. Any new hardware, software, or software licensing.

3.4. CID will require the customer to provide the following to fulfill the work proposed:

3.4.1. VPN Access.

3.4.2. Credentials for all applicable operating systems, software platforms, and network devices.

3.4.3. Electrical and network prints and diagrams.

3.4.4. Documented PLC programs.

4. *SCHEDULE*

4.1. Work will be scheduled upon formal acceptance of this proposal.





Professional Controls. Customer Commitment.

November 23<sup>rd</sup>, 2023

Michael T. Fritschi, P.E.  
Director of Operations  
Rancho Murieta Community Services District  
15160 Jackson Road, Rancho Murieta CA 95683

Mr. Fritschi,

We are Cascade Integration and Development, Inc. (CID), a registered S-Corporation and a California contractor doing business as CID Technologies, CSLB# 1019085.

This proposal contains proprietary and confidential information of CID and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this proposal, without the prior written consent of CID. Title in and to this document and all information contained herein always remains in CID.

This is a proposal to provide a SCADA assessment for the RMCS D Water Treatment Plant. The system has been operating without any preventative maintenance or upgrades for several years and various hardware and software components of the system are out of date or no longer supported by the associated manufacturers. The work will result in a report that provides recommendations for upgrades in order of priority.

This estimate expires December 31<sup>st</sup>, 2023. The estimate is separated in the following sections:

1. Proposal Type
2. Assumptions and Unknowns
3. Scope
4. Schedule
5. Expenses
6. Cost Summary
7. Payments
8. Terms and Conditions of Sale

CID, Inc. thanks you for the opportunity to provide you with our quality control solutions.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Callahan", is written over a faint, larger version of the same signature.

Matthew Callahan



5. EXPENSES

Expenses will be passed on at cost. Costs detailed in this section are for estimation only.

Item	Description	Unit	Qty	Rate	Total
5.1	Airfare	Per Trip	1	\$600.00	\$600.00
5.2	Mileage	Per Trip	60	\$0.66	\$39.30
5.3	Tolls, Parking, Etc..	Per Trip	1	\$120.00	\$120.00
5.4	Lodging	Per Day	4	\$150.00	\$600.00
5.5	Car Rental	Per Day	5	\$100.00	\$500.00
5.6	Meals Per Diem	Per Day	5	\$75.00	\$375.00
<b>Total</b>					<b>\$2,234.30</b>

6. COST SUMMARY

Combined Project Costs	
Labor	\$11,850.00
Hardware/Software**	\$0.00
Expenses	\$2,234.30
<b>Project Total</b>	
<b>\$14,084.30</b>	

**\*\* Due to the rapidly changing price of materials, in the event that project timelines are delayed either by delay in acceptance of this proposal or due to scheduling changes, Hardware/Software costs are subject to potential price increases, even for fixed cost projects.**

7. PAYMENTS

- 7.1. Terms of payment are:
  - 7.1.1. 75% down payment on hardware and software payable with purchase order.
  - 7.1.2. 25% of total hardware and software on shipment of equipment to job site. If delivery of hardware or software is delayed due to Purchaser's actions or extension of deadlines, this remaining portion will be billed when CID would have delivered the items if not for the delay.
  - 7.1.3. All labor will be billed monthly. Invoices will provide summarized hours. Detailed time sheets will be provided only upon request.
  - 7.1.4. Payment of entire invoiced amount is required within 30 days of invoice date.
  - 7.1.5. A service charge of 1.5% per month, but not to exceed the highest amount lawfully allowed by contract in this state, will be made on all past due accounts.
  - 7.1.6. CID, Inc. standard terms and conditions of sale are provided in section 8 of this proposal.

8. TERMS AND CONDITIONS OF SALE

8.1. **TERMS OF SALE:** All CID, Inc. proposals, all acceptance of PURCHASER'S orders, and all sales by CID, Inc. are expressly limited, and expressly made conditional upon the PURCHASER'S acceptance of and assent to the CID, Inc. Terms and Conditions of Sales as set forth herein, notwithstanding receipt of, or acknowledgment of, the PURCHASER'S order form or specifications containing additional or different provisions, or conflicting oral representations by any agent or employee of CID, Inc. No waiver, change, or modification of any terms or conditions set forth in this proposal shall be binding on CID, Inc. unless made in writing and signed by an officer or authorized manager of CID, Inc.

- 8.2. **WARRANTY:** CID shall perform all services defined in the Scope (“Services”) in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. CID makes no warranties, express or implied, under this proposal, or any acceptance thereof, in connection with the Services. CID warrants that it owns or has the rights necessary to grant to PURCHASER the rights to any work product developed per the terms of this proposal. By accepting this proposal, PURCHASER warrants that it owns or has the rights necessary to grant to CID access to its intellectual property in accordance with the terms of this proposal.
- 8.2.1. CID warrants that all equipment and products manufactured by CID and bearing its name to be free of defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of shipment from CID, except for equipment which carries less than a one year warranty (from the date of shipment from CID) by the original equipment manufacturer. In those cases, CID will warrant that equipment for the same length of time as the original equipment manufacturer. This warranty is applicable only if the CID product and/or equipment is installed, operated, and maintained in accordance with factory recommendations and procedures.
- 8.2.1.1. In the event that CID product and/or equipment is found to be defective within the above-stated warranty period, CID will repair or replace defective parts if the product or equipment is shipped prepaid to CID’s manufacturing facility (unless specified otherwise by CID) and if such product and/or equipment is found by CID’s inspection to be truly defective in workmanship or material, CID will return-ship such repaired product and/or equipment prepaid within the Continental United States. If CID’s inspection does not disclose any defect in workmanship or material, repairs will be made at a reasonable charge.
- 8.2.1.2. The warranties set forth herein are in lieu of any and all other warranties, express or implied, including the warranties of merchantability and fitness for purpose and PURCHASER acknowledges that no other representations were made to him or relied upon by him with respect to the quality and function of the goods herein sold.
- 8.3. **LIMITATIONS OF LIABILITY:** In no event, whether as a result of breach of contract, warranty or tort (including negligence), shall CID or its suppliers be liable for any indirect, consequential, incidental, special damages, including for purposes of illustration, but not for limitation, loss of profits or revenues, loss of use of equipment furnished or serviced by CID, damage to, or loss of use of, any associated equipment, costs of capital, costs of substitute or replacement products, facilities service or power down time costs, or claims of the PURCHASER’s customer for such damages. If the PURCHASER transfers title to or leases the products sold or serviced hereunder to any third party the PURCHASER shall obtain from such third party a provision affording to CID and its suppliers the protection of the preceding sentence, and the PURCHASER will defend and hold CID harmless from any claims of such third parties. If CID causes delays that are concurrent with delays caused by other subcontractors or the PURCHASER, CID shall only be responsible for an equitable share of liquidated damages that PURCHASER may assess against CID, but only to the extent liquidated damages are caused by the negligence of CID. CID’s liability on any claim of any kind (including negligence) for any loss of damage arising out of or resulting from this agreement, or from the performance or breach thereof, or from the products or services furnished hereunder, shall in no case exceed the price of the specific product or service which gives rise to the claim. All such liability shall terminate upon the expiration of the warranty period as stated herein. The furnishing of advice or other assistance, without separate compensation therefore, will not subject CID to any liability, either in contract, warranty, tort (including negligence), or otherwise.
- 8.4. **INDEMNITIES:** CID assumes no duty to defend nor indemnify PURCHASER for any claim unless and until there is a finding that CID was negligent or violated a standard of care, and in no event shall CID’s liability extend beyond the extent of CID’s proportional fault nor the amount of contractual Services. In no event shall CID have an obligation to defend or reimburse for costs of defense beyond the extent of CID’s negligence, arising from or in connection with CID’s scope of Services nor beyond the extent covered by CID’s professional liability insurance coverage for Professional Services or General Liability for all other



Services. Without assuming any duty to defend or indemnify, if CID is found to have any such duty, PURCHASER shall: (i) provide notice to CID of their intent to seek the same; (ii) cooperate in the defense of any claim; (iii) not admit fault or offer a settlement which obligates any indemnification by CID; (iv) not authorize a settlement or compromise a claim without CID's written authorization if such settlement or compromise obligates any indemnification by CID.

- 8.5. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE:** The furnishing of advice or other assistance without separate compensation therefore will not subject CID, Inc. to any liability, either in contract, warranty, tort (including negligence), or otherwise.
- 8.6. **CANCELLATION AND TERMINATION:** Any order or contract may be terminated by PURCHASER only by written notice and upon payment to CID, Inc. of reasonable and proper cancellation charges, including but not limited to all labor, facility, and equipment costs related to the order or contract which have been incurred prior to the date of notice of cancellation. All additional costs resulting from the cancellation, including full cost of any materials CID, Inc. has purchased that cannot be canceled or returned, plus restocking charges on all returnable material, and fifteen percent (15%) of the final net price will be included in the cancellation charges to compensate for disruptions in scheduling, planned production, and other direct costs. All engineering, software, drafting, and shop time expended on the project prior to cancellation will be included in the cancellation charges at CID, Inc. standard rates for such services. Payment shall be made within thirty (30) days from the date of invoice. CID, Inc. shall have the right to cancel any order or contract at any time by written notice for any breach of the order or contract by the PURCHASER, or by government action and CID, Inc. shall be entitled to collect cancellation charges as identified above.
- 8.7. **FORCE MAJEURE:** CID, Inc. shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the PURCHASER, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials, or manufacturing facilities. In the event of such delay, the date or dates for performance hereunder by CID, Inc. shall be extended for a period equal to the time lost by reason of the delay.
- 8.8. **REGULATORY LAWS AND/OR STANDARDS:** CID, Inc. makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes, or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between PURCHASER and CID, Inc. CID, Inc. prices do not include the cost of any related inspections or permits for inspection fees.
- 8.9. **SHIPMENT:** Shipments will be F.O.B. Origin. PURCHASER is to pay all shipping, insurance and related expenses. CID, Inc. shall not be liable for damage to or loss of equipment after shipment of such equipment. Scheduled or stipulated shipping dates are approximate and based upon prompt receipt of all necessary information from PURCHASER. If shipment is delayed at the request of, or due to acts or omissions by PURCHASER, CID, Inc. shall have the right to store items related to this project at a place of its own choice at PURCHASER'S risk and expense. Each shipment shall be examined by the PURCHASER immediately upon receipt thereof, and any claim for shortage or any other cause must be reported to CID, Inc. promptly after such receipt.
- 8.10. **GOVERNING LAW:** These Terms and Conditions of Sale shall be construed in accordance with the law of the State of Oregon. Any disputes between the parties shall be resolved through mandatory arbitration under the rules of the Arbitration Service of Portland. The results of the arbitration shall final and binding. The arbitration hearing shall be held in Bend, Oregon.



8.11. **ASSIGNMENT:** This agreement may not be assigned by PURCHASER without the written consent of CID, Inc. CID, Inc. may assign this Agreement if such assignment is in connection with the sale of substantially all of its assets.

8.12. **SEVERABILITY:** The invalidity of any segment of these Terms and Conditions shall in no way operate to invalidate any other portion and, except for the invalid segment, the entire balance of these Terms and Conditions shall be and remain in full force and effect.

ALL TERMS AND CONDITIONS ARE HEREBY ACCEPTED.

Please check as applicable:

- \_\_\_\_\_ a PO has been issued in conjunction with the acceptance of this proposal
- \_\_\_\_\_ a PO will not issue in conjunction with the acceptance of this proposal, please reference the following when billing:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature of officer, partner or person duly authorized to sign

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name/title



Contractor License #422364  
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

January 03, 2024

Ranch Murieta CSD  
15160 Jackson Rd  
Sacramento, CA 95683

Sent via Email: [tbohannon@rmcsd.com](mailto:tbohannon@rmcsd.com)

Attn: Travis Bohannon  
Subject: Water Plant SCADA Assessment  
Reference: SR#30-42580

Dear Travis,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer") Ranch Murieta CSD.

**By accepting this proposal from Telstar, you agree to treat this as confidential information.**

**SCOPE OF SUPPLY AND SERVICES**

Our scope of work includes the following:

1. Take inventory of operating system versions and patch levels
2. Review Factory Talk View versions.
3. Review programmable logic controller (PLC) panel view and component firmware.
4. Review health of sever hardware.
5. Review event logs of network switches, firewall, and other peripherals
6. Provide SCADA Assessment Report

**Material and Labor Price for this Scope.....\$5,874.00**

This quotation is based on the Customer's representation that this IS NOT a prevailing wage project.

**CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS**

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract, or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507  
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096  
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



Contractor License #422364  
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Telstar supplies only equipment specified and noted above.
- f. Please reference the above stated quote number in all correspondence and purchase orders.

**TERMS AND CONDITIONS**

**Base Terms:** Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

**Limitation of Liability:** (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

**Force Majeure:** Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

**Cancellation:** In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for



Contractor License #422364  
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

**Entire Agreement:** This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

**Precedence:** In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

**Submittals:** In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

**Prevailing Wages:** Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

**TELSTAR'S COVID AND INDUSTRY CLAUSE RE: MATERIAL PRICING AND DELIVERY:** Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to COVID-19 staffing, a shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Telstar reserves the right to amend the delivery date and the price of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Suresh Patil  
Programming Manager  
Telstar Instruments  
(916)646-1999



**To:** Rancho Murieta Community Services District  
**Attn:** Michael Fritschi  
**Re:** Water Treatment Plant SCADA System Assessment (Audit)

**Quote Date:** January 8, 2024  
**Quote No.:** 24A026Q01

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. It is understood the District is requesting documented inventory and health of the current WTP network and SCADA system hardware and software.

The scope shall include the following:

- Take inventory of operating system versions and patch levels
- Review FactoryTalkView versions
- Review programmable logic controller (PLC) panel view and component firmware
- Review health of server hardware
- Review event logs of network switches, firewall, and other peripherals
- Provide SCADA Assessment Report

The scope excludes any pre-design services for the upgrades to the SCADA, network, and PLC equipment.

Item	Qty	Description
1	Lot	<b>TESCO Professional Services to Include:</b> <ul style="list-style-type: none"> <li>▪ Project Management – project coordination and scheduling</li> <li>▪ PLC Programming Services – review of WTP PLC’s, OIT’s including documentation and report development</li> <li>▪ SCADA Services – perform backups and documentation including report development</li> <li>▪ Networking/Communications/Telemetry Services – network and telemetry technical review including documentation and report development</li> </ul>
		<b>TOTAL FOR ITEM 1:</b>
		<b>\$45,180.00</b>

### Project Clarifications

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work 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.
  - Fiber optic patch panels, cable, splicing or terminations.
  - Networking infrastructure or architecture modifications to existing facilities.
  - Any 3<sup>rd</sup> party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
  - Electrical interconnection diagrams for equipment not furnished by TESCO.
  - ISA process control loop diagrams.
  - Signal loop diagrams for equipment not furnished by TESCO.

## Clauses, Terms and Conditions

- Quote is firm for **30 days** unless otherwise stated.
- Delivery: Anticipated to commence approximately **10 - 12** weeks after receipt of notice to proceed.
- TESCO price is Ex Works (EXW) per INCOTERMS, freight allowed.
- TESCO carries liability insurance, with full worker's compensation coverage.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of product startup, and does not exceed 18 months from the date of shipment from the factory.
- Unless otherwise stated above, does include applicable sales tax.
- Terms are net 45 days on approved credit.
- 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

(916) 395-8800

(916) 730-9936 – Mobile

[rmartinez@tescocontrols.com](mailto:rmartinez@tescocontrols.com)



**WorkSmart Automation, Inc.**  
*Software Automation Specialists*  
P.O. Box 19642  
Sacramento, CA 95819

Phone: (916) 454-1718

January 8, 2024

**Quote: SRV24-3288**

TO: Travis Bohannon  
Chief Plant Operator  
Rancho Murieta Community Services District  
P.O. Box 1050  
Rancho Murieta, CA 95683

FROM: Dan Jones  
WorkSmart Automation, Inc.

SUB: Quotation for SCADA Assessment Report Services

Mr. Bohannon,

Pursuant to your request, WorkSmart Automation is pleased to submit this quote for the above-mentioned project. This quote is based on your email to me on Jan 4, 2024 and our subsequent on-site visit last Friday, January 5, 2024.

### Scope of Work

Provide professional services to investigate and provide report of the following for the District's WTP FactoryTalk View SCADA System components:

- Take inventory of operating system versions and patch levels
- Review FactoryTalk View versions
- Review programmable logic controller (PLC) panel view and component firmware
- Review health of sever hardware
- Review event logs of network switches, firewall, and other peripherals
- Provide SCADA Assessment Report in PDF format

The following hardware installed in the half-height server rack at the WTP and the MCC panels for PLC #1 and PLC #2:

- 3 Dell Servers (SCADA1, SCADA2, & HISTORIAN)
- Network Security Components
- AB PLC #1
- AB PLC #2
- AB PanelView Plus 1250

WorkSmart & Banshee Networks (our IT partner) shall visit the WTP on site to investigate hardware and gather logs and information necessary to provide the SCADA Assessment report for the hardware identified as follows:

1. Review the existing Dell server platforms to:
  - a. Identify warranty and component coverage.
  - b. Identify Operating System and patch levels. (1)
  - c. Review storage and power redundancy. (2)
  - d. Review health of server hardware components. (2)
  - e. Review System event logs. (1)
  - f. Review iDRAC logs if this component is installed. (2)
  - g. Review Dell Open Manage (OMSA) logs if installed. (2)
  
2. Review network and Internet security components:
  - a. Review Cisco switch health and event logs. (3)
  - b. Document switch configuration. (3)
  - c. Review Cisco router health and event logs. (3)
  - d. Document Cisco router configuration. (3)
  - e. Review Cisco ASA (firewall) health and event logs. (3)
  - f. Document Cisco ASA (firewall) configuration. (3)
  
3. Review power redundancy components:
  - a. Review APC configuration, system health and log files. (4)
  - b. Determine if automatic server shutdown is configured for power outages. (4)
  - c. Document configuration of existing APC Power unit. (4)
  
4. Review FactoryTalk View Versions:
  - a. Review logs (1)
  - b. Identify warranty and component coverage (6)
  
5. Review Allen Bradley PanelView Plus Hardware
  - a. Review Logs (1)
  - b. Identify warranty and component coverage (6)
  - c. Review fault history (5)
  
6. Review Allen Bradley PLC Hardware Versions:
  - a. Identify RS Logix 5000 Firmware Revision (5)
  - b. Identify warranty and component coverage (6)
  - c. Review fault history (5)
  
7. Provide report that documents the findings from the above reviews.

**Notes/Assumptions:**

- (1) Assumes administrative access to the system console for log review.
- (2) Assumes administrative access to iDRAC or OMSA interfaces for review.
- (3) Assumes administrative access to system console interfaces.
- (4) Assumes administrative access to the web interface of the APC and related system agents.
- (5) Assumes network and security access to device using our AB programming laptop.
- (6) Assumes District maintains active support with Rockwell Automation.

### District Responsibilities

1. WorkSmart shall require account and server access to all devices we inspect. We will require any applicable passwords and accounts in order to do our work and access to the SCADA network. The District shall be responsible for providing user names and passwords as well as access to hardware. Any devices, servers, or the like that we are not able to access shall not be included in the final SCADA Assessment Report.

### Costs

Item #	Description	Qty	Rate	Extended
1	1-lot professional services described herein as Scope of Work.	1	\$ 8,500.00	\$ 8,500.00
			Tax	Labor only
			<b>Grand Total</b>	<b>\$ 8,500.00</b>

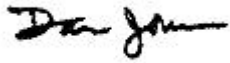
### Terms

- Client will pay for all authorized and properly performed services as defined in this quotation.
- Disputes or disagreements with invoices or the associated services must be addressed by Client within 30 days from invoice date.
- Changes to project scope may result in increased or reduced costs.
- Invoices for work performed are sent monthly and are due within 30-days of invoice date.
- 12% interest will be added to all past due invoices.
- Any additional work requested by the client outside the scope of this quote will be quoted separately at WorkSmart's current hourly rate.
- Prices are time and material not to exceed.

WorkSmart is pleased to offer this quotation for your consideration and will guarantee this price for the next 30 days.

If you have any questions or comments, please don't hesitate to call me.

Best regards,

A handwritten signature in black ink, appearing to read "Dan Jones". The signature is written in a cursive, slightly slanted style.

Dan Jones  
Director of Business Development  
WorkSmart Automation, Inc.