



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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



IMPROVEMENTS COMMITTEE

(Directors Les Clark and Randy Jenco)

Regular Meeting
April 7, 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://zoom.us/j/213293503>, entering Meeting ID no. 213 293 503, and using the audio on your computer, or (2) dialing into 1-669-900-9128 and entering the meeting code 213 293 503. 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. **Consider Approval of 6B Sewer Lift Station PLC Replacement**
5. **Consider Approval of West DAF Electrical Panel replacement**
6. **Consider Approval of Additional Funding for Dam Emergency Action Plans to Dominichelli & Associates**
7. **RMA Pedestrian Bridge Parcel Conveyance Update**
8. **Groundwater Sustainability Plans SCGA/SRCD Update**
9. **Murieta Marketplace Easements Approval**
10. **Murieta Marketplace Monument Sign Impacts to CIA Ditch Maintenance**
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 72 hours prior to a regular meeting will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is April 3, 2020. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

MEMORANDUM

Date: March 26, 2020
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Monthly Project Updates

PROJECTS

Development

The Retreats East and North

No new update.

Rancho Murieta North – Development Project

This project continues to be on hold with Sacramento County, and therefore on hold with the District. The development meeting that would normally occur to discuss this project and the developer's other projects was postponed due to recent concerns with COVID 19, therefore there is no information to update. In late March, RMCS D received a letter from RMA's attorney calling attention to the fact there is an easement agreement between the RMA and RMCS D whereby the RMCS D is granted an easement over RMA lands to store water for treatment. Although RMCS D has already made clear that District drainage plans do not allow for discharge into the reservoirs, RMA further contends the easement agreement between RMA and RMCS D also disallows drainage discharge into the reservoirs. District legal counsel has reviewed the easement agreement and has found the agreement to be silent on the topic of drainage into the reservoir easements and therefore not of impact to the drainage plans submitted by the developer. Nevertheless, Coastland has been instructed to amend its earlier comments to the County to bring the easement agreement to light, place that agreement in the record, and put on record the requirement for the developer to not propose development plans that would put the District out of compliance with the easement agreement.

The Murieta Gardens – Highway 16 Off-Site Improvements

The project began commercial sign installation despite not having provided plans for the District to review. The District responded that the project is then responsible and is working on a response to this. Coastland has also sent the project a letter regarding this project to informing John Sullivan that the Highway 16 project has not been accepted by the District along with a list of reasons.

MG - Lot 4&5

Limited work requiring District oversight occurred in March a water line installation for Lot 5 and pressure test, and site inspection for storm water best management practices.

MG - Murieta Marketplace

On March 11 Coastland provided and reviewed a punchlist of relatively minor items of what was left to be done with the project contractors. District staff installed a 2-inch water service meter for the Bel Air in the proposed place of where a 3 inch water meter was proposed to be at the request of the project. An issue arose with the placement of a monument sign at the Murieta Marketplace that falls within the CIA ditch right of way and could impact long-term CSD's cost to maintain the CIA ditch. This is being discussed as a separate standalone item within this agenda.

MG -Lot 10 (PDF Office)

Coastland provided submittal plan check comments back to the project.

MG – Lot 11 (Gas Station/carwash)

Coastland provided submittal plan check comments back to the project. There is a concern with the project's request to downsize their originally proposed water meter size of 2 inch down to 1 inch to avoid District fees as the water supply is needed for a Circle K gas station with carwash and a subway.

The Murieta Gardens II – Infrastructure

No update.

FAA Business Park

Site plans have been reviewed and signed-off by Coastland Engineers and have been provided back to the project.

Riverview

The project reports that their first phase final map was approved by Sacramento County for their phase 1 of the park and drainage sites that extends their tentative map three years. They are working on completing and seeking approval for their phase 2 final map, which will include the first 30 residential lots.

The Residences of Murieta Hills East

Staff continue to work with District Legal Counsel to confirm the responsibilities of 670 Financing and Services Agreement (FSA) landowners.

District Projects

Water Plant #1 Effluent Pump replacements

The contractor has placed the order for the replacement pumps. The manufacturer noted 12-14 weeks before delivery. Once delivered the contractor will coordinate with us to schedule the work for replacement.

Water Rights Renewal

No update.

Recycled Water and Untreated Water Fee Study

No update.

Chlorine Gas to Sodium Hypochlorite (bleach) conversion

Burlingame Engineers provided the engineering design of two Sodium Hydroxide tanks to be installed for our review. We provided comments back on the design that needed to be added before being released for production. Utility staff did an outstanding job with forming and pouring of a new secondary containment wall, shown below.





Staff is also nearing completion of the cleaning out of the chemical feed room and readying it for epoxy coating the cement flooring. They are also working on excavating for the extension of the chemical feed trench boxes to be installed to the chemical tanks. The trenches are on order, but there is currently no time for delivery given.

West DAF Electrical Panel Replacement

This is a separate item for the Improvements Committee.

Chesbro Aeration Protection

Staff installed the buoys around the aeration system which surrounds the water plant's intake. They also posted signage at the boat ramp as an additional warning to boaters on the Chesbro reservoir.

Dam Inundation Mapping and Emergency Action Plans

Dominichelli & Associates have provided an initial draft of the Emergency Action Plans (EAPs) needed for our Chesbro, Calero, Clementia, and Michigan Bar dams. They are currently under review and being updated with pertinent District information. Once completed, they will be submitted to the Office of Emergency Services for their review and possible acceptance.

MEMORANDUM

Date: 4/1/2020
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Consider Approval for 6B Programable Logic Controller (PLC) Replacement

RECOMMENDATION:

Approve proposal from TESCO Controls Inc., in an amount not to exceed \$22,825 plus a 15% contingency for \$26,248.75, funding to come from sewer replacement reserves.

DISCUSSION:

The 6B sewer lift station pumps sewage from Unit 6 in the North community and from the 6A sewer lift station. This lift station was installed around 1992 when the Unit 6 development was built. TESCO installed the control panel and plc and programmed the plc for operation at that time. The station and its electrical components, including the plc, have been in service for 29 years. We are currently experiencing a high amount of station alarms which lock out the pumps, which appear to be due to failure anomalies with the plc. These failures occur randomly and require staff to return to site to troubleshoot and reset the station, including after hours on overtime. Due to the age and the high number of failures, it is highly recommended that we have it replaced.

Staff contacted TESCO for a quote to replace the plc and backpanel components which function to operate the sewer pumps for the site. TESCO and staff reviewed the site in detail. As a result of staff's request, TESCO provided the attached detailed quote which is broken down into two parts. Please see the attached quote for the detailing of it.

I am requesting that we sole source this project as TESCO as I am of the opinion that it is in the best interest of the District. TESCO was the original provider of the existing equipment and is poised to quickly and efficiently replace it all, including the programming.

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

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.

<https://www.ranchomurietacsd.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: Travis Bohannon
Re: Lift Station 6B PLC Upgrade
& Repair Options

Quote Date: 3/31/2020
Quote No.: 20B005Q01

Dear Travis:

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.

Project Understanding & Scope of Work

Rancho Murieta Community Services District has requested quotation regarding a Programmable Logic Controller (PLC) upgrade for their existing Lift Station 6B operations. This Lift Station's (LS) Motor Control Center (MCC) was provided by Tesco through project T-13920 in the year 1992 and included a TESCO Liquitronic IV (Liq-IV) PLC to enable this station's automated process control. The District has since requested quotation for this station's process electronics to be upgraded to today's current technology standards. Tesco is pleased to offer the District the latest in PLC technology by Tesco Controls, Inc., the L3000e. This PLC upgrade will be offered to the District as Option #1 in the quotation below. In addition, an 'Optional Adder' is presented to the District as recommendations for repairing the center control section of the existing LS-6B MCC.

Option #1

Tesco will provide the District with the manufacturing, supply, programming, and professional retrofit services of a new, upgraded L3000e PLC. This PLC comes standard with native Modbus RTU & Modbus TCP protocols, and is included with a 5-year manufactures warranty. Within this option, Tesco's PLC programming department will utilize the existing Liq-IV process programs from LS-6B, and provide the necessary programming modifications to merge this process control into the latest programming standards included in the L3000e PLC. This programming will also include integration programming for communications with the existing LS-6B auto-dialer as applicable (located within left section). Once completed, Tesco's PLC programming department will factory test these applications for verification of operations prior to installation. Tesco will then coordinate with the District for the scheduling of a qualified Tesco service technician to perform the new PLC's onsite retrofit services within the existing LS-6B MCC. Once onsite, Tesco will then remove the Liq-IV and its components from the existing control section, and then retrofit the new PLC, IO cards, terminal boards, and compact operator interface within the LS-6B MCC. Note, the compact operator interface will take the place of the existing Liq-IV PLC on the inner 'dead-front' door.

Following onsite retrofit services for the District's upgraded PLC, field wires will then be terminated and power applied in the performance of startup services. Tesco's technician will then perform onsite testing of the newly programmed PLC for validation and verification of the upgraded LS-6B's process control. Following testing confirmation, Tesco's technician will then provide the District's available operations personnel with onsite training encompassing any changes in operations or procedures resulting from this PLC upgrade. Project documentation in the form of a new Software Control Description (SCD) will be also included for record of new programming.

Optional Adder

During a recent site visit and request for repair assistance, Tesco's onsite technician surveyed the District's existing center control section of LS-6B and observed several concerns for repair. It has been noted that the center section of this MCC's wiring has degraded over the last 28 years and become brittle, jeopardizing the potential of arc risk within this lift station. A large burn mark over an existing wireway within the control section shows evidence of this arc risk. As such, Tesco recommends a new backpan replacement with associated terminal blocks, wire, wireways, heater, breakers and relays for the safety and longevity of the control section in this lift station. Note, all remaining

backpan hardware not listed within the Scope of Supply below will be reutilized unless found to be unserviceable or inoperable. Tesco’s engineering department will reengineer the new backpan under this ‘Optional Adder’ option to include updated architecture and electrical components for the future safety of this control section. This redevelopment will be presented as submittals to the District for approval prior to the start of fabrication and assembly. Following approval, the new backpan will be completed in-house, with space provisions provided for the remaining backpan hardware to be reutilized from the existing LS-6B. Tesco will then coordinate with the District for the onsite retrofit services of the new backpan.

Once onsite, Tesco’s service technicians will remove the District’s existing backpan, retrofit the reutilized remaining hardware, and then retrofit the new backpan within the control enclosure. All wires will then be re-terminated and the LS-6B controls operationally tested through the production of startup services. Following the successful testing of both new and reutilized hardware, Tesco will provide onsite training as needed for any new procedures or changes in operations resulting from this project upgrade. Project documentation, in the form of engineered shop drawings, equipment schematics, technical data and as-built documentation will be provided to the District as project records.

Scope of Supply

Item	Qty	Description
<u>PLC UPGRADE</u>		
1	1	TESCO Programmable Logic Controller Package Upgrade to include: <ul style="list-style-type: none"> ▪ TESCO L3000e Programmable Logic Controller (PLC) CPU ▪ L3000 Door Unit (3-Slot Chassis) ▪ HDIO Card (6:AI, 2:AO, 16:DI, 8:DO) ▪ HDDO Card (32:DO) ▪ HDIO Terminal Board ▪ HDDO Terminal Board ▪ Terminal Cables ▪ L3000 Power Supply Unit (PSU) ▪ L3000 Standard (Compact) Operator Interface ▪ Compact Interface Bezel Kit
2	Lot	Professional Services: <ul style="list-style-type: none"> ▪ Project Management ▪ Motor Control Center Retrofit Services – Retrofit of new PLC within existing MCC architecture ▪ Engineering – engineered shop drawings, equipment schematics, technical data, and project records ▪ Manufacturing Services – L3000 Bezel Kit ▪ PLC Programming – L3000 Migration Programming of Existing Lift Station 6B Process Control Operations ▪ OIT Programming – L3000 Compact Interface Keypad for Monitoring and Control of the Above Programming ▪ Product Startup Services – product quality review, product parameter adjustments, product programming, software upload/download as required, instrument/device signal spanning, product/equipment reconfiguration as required, product function checks, and product startup. ▪ Onsite Training ▪ O&M Manuals
		PLC UPGRADE TOTAL (including applicable sales tax):
		<u>\$11,940.00</u>

Optional Adder

Item	Qty	Description
OPTIONAL ADDER		
3	1	<p>TESCO Center Control Section Backpan Replacement Package to include:</p> <ul style="list-style-type: none"> ▪ New custom backpan with replacement hardware to include: <ul style="list-style-type: none"> ▪ Three (3) Motor Circuit Protection (MCP) Breakers <ul style="list-style-type: none"> ▪ With Custom Standoff Brackets ▪ Three NEMA Size-2 Starters w/ Overloads <ul style="list-style-type: none"> ▪ With Custom Standoff Brackets ▪ Space Provisions for existing Battery Charger ▪ Space Provisions for existing Compressor & Solenoid System ▪ Surge Protective Device (SPD) ▪ Space Provisions for existing ISRs ▪ Space Provisions for existing Pump Leak/Temp Relays ▪ Two (2) Control Power Transformers (CPT) ▪ All New Wire & Wireways ▪ Panel Heater with Thermostat ▪ Terminal Blocks and Relays as Required <p>Product Reconfiguration of MCC-6B Center Control Section to include:</p> <ul style="list-style-type: none"> ▪ Removal of Decommissioned Hardware as Applicable ▪ Reconfiguration of Battery Charge System as Applicable
4	Lot	<p>Professional Services:</p> <ul style="list-style-type: none"> ▪ Project Management ▪ Engineering – engineered shop drawings, equipment schematics, engineered submittals, technical data, as-built documentation, and project records ▪ Manufacturing Services – fabrication, manufacturing, assembly, equipment wiring, and factory testing ▪ Product Startup Services – product quality review, product parameter adjustments, product programming, software upload/download as required, instrument/ device signal spanning, product/equipment reconfiguration as required, product function checks, and product startup. ▪ Onsite Training as Applicable
		OPTIONAL ADDER TOTAL (including applicable sales tax): \$10,885.00

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.
- Please note, the Optional Adder offered within this scope is for replacement of the center control section’s backpan only.
- 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.
 - Local control stations and/or field mounted disconnects.
 - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
 - Fiber optic patch panels, cable, splicing or terminations.

- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd 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.
- Intellectual Property and Confidentiality Notice: The scope of work and price quotation shall not be construed as a formal design or recommendations on design for the related project. All content contained within this quotation is the intellectual property under the proprietorship of Tesco Controls, Inc. and is subject to applicable copyright laws. Such intellectual property shall not be duplicated, replicated, copied, or shared without explicit written consent from Tesco Controls, Inc., as it contains confidential information and work product developed exclusively for use by Tesco Controls, Inc.
- Submittals: to be provided approximately **10-14** weeks after receipt of purchase order, written notice of intent, or notice to proceed.
- Delivery: to be scheduled approximately **10-14** weeks minimum after submittal approval.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- 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,

TESCO CONTROLS, INC.



Douglas K Smith
Technical Sales
dsmith@tescocontrols.com

MEMORANDUM

Date: March 26, 2020
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Consider Approval of West DAF Electrical panel replacement

RECOMMENDED ACTION

Approve bid from Telstar Instruments for \$78,258 plus a 15% contingency, a total of \$89,996.70. Funding to come from Sewer Capital Replacement Reserves.

BIDS

The request for bids packet was distributed to three local electrical integrators that the District frequently works with and posted on our website. Only one provided a sealed bid packet back on the requested forms within the time frame given, TELSTAR Instruments. Their bid is attached. TESCO verbally conveyed to me that they would not bid on this project. Prodigy Electric provided an email with a cost sheet on their own letterhead prior to the project going out to bid. When staff reached out to Prodigy they replied they could not provide a response to the bid packet within the bid timeframe or provide what was being requested within the project timeframe without adding an additional cost for expediting it. Prodigy's cost sheet is attached. I spoke with TELSTAR regarding their bid and they confirmed it, said they would utilize the existing Programmable Logic Controller (PLC) at the Tertiary Reclamation Plant for control, tie it in to the SCADA system with start/stop controls, and looked forward to possibly being awarded the project.

BACKGROUND

This is a new wastewater operations project that has been put out to bid due to severe necessity of it. At the Wastewater Reclamation Plant there are two plants, an East Plant and a West Plant. The West Plant's Dissolved Air Floatation system (DAF) operates via an electrical control panel which appears to have had some non-standard work done to it over the years of its operation, shorted out components and burnt solid core wiring and connections, and now needs to be replaced. The panel's original electrical drawings were included with this bid packet as an attachment, along with the East DAF's newer electrical panel included as an additional attachment for reference only. This bid packet is attached for reference. The panel to be replaced operates two 23.5 amp, 460V pumps, a rake drive, 120v solenoid on the air tank system, exterior lights, a panel light, provides a 120 electrical outlet, and gets feedback from a wetted probe within the DAF tank that allow the pumps to start/stop. The system will power up when the Wastewater Reclamation Plant is "called" to turn on. A pressurization pump will turn-on after water within the West DAF is on a probe, a minute delay then triggers and then a pump will turn on. An alternating relay would cycle the two pressurization pumps every 2 hours, with a 15 second delay in between, to alternate the operation of the pumps. Both pumps should never operate at the same time. The rake arm is driven by a Variable Frequency Drive (VFD), which turns on when the plant is turned on. Also, a solenoid is opened on the air system to the hydropneumatics tank when the plant is called to turn on. The existing panel also has a light switch for exterior lights, and a 120v outlet. The bid packet was sent out to area electrical panel contractors and posted as a Request for Bids to the RMCSO website on February 26 with bids due March 17th. The project bid packet requests the panel to be built, installed and tested by June 5th of this year, an expedited time frame due to usual need to be functioning by that time.

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

**WASTEWATER TREATMENT PLANT
WEST DAF Electrical Panel REPLACEMENT**

REQUEST FOR BIDS

**Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683
(916) 354-3700**

ADVERTISEMENT FOR BIDS

WASTEWATER TREATMENT PLANT – WEST DAF ELECTRICAL PANEL REPLACEMENT

Notice is hereby given that Rancho Murieta Community Services District invites bids for the Wastewater Treatment Plant – West DAF Electrical Panel Replacement, at Rancho Murieta, Sacramento County, California. Sealed bids will be received until **11:45 am, March 17** at which time they will be evaluated.

The District's right is reserved to reject all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. At any time prior to evaluation of bid, the Owner may issue addenda to the specifications. Preference will be given to those bidders who request and perform a site visit. The receipt of any addenda shall be noted on the bid and will become part of the Contract Documents.

The attention of bidders is directed to the requirements and conditions of employment to be observed and the prevailing wage rates to be paid under the Contract.

BY: 

Director of Field Operations
Rancho Murieta Community Services District

INFORMATION FOR BIDDERS

Rancho Murieta Community Services District, herein called the Owner or District, 15160 Jackson Road, P. O. Box 1050, Rancho Murieta, California 95683, will receive sealed bids for the **Wastewater Treatment Plant - West DAF Electrical Panel Replacement** until **11:45 am, March 17, 2020**, at which place and time, said bids will be opened and read aloud.

Each bid should be submitted in a sealed envelope, addressed to the **Rancho Murieta Community Services District, 15160 Jackson Road, P. O. Box 1050, Rancho Murieta, CA 95683**. Each sealed envelope containing a bid must be plainly marked on the outside as **Wastewater Treatment Plant - West DAF Electrical Panel Replacement**, and the envelope should bear on the outside the name of the bidder, his address, and his license number. All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

Bidders must satisfy themselves to the accuracy and completeness of their bids by examination of the site and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature or the work to be done.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.

The Contract Documents for the Wastewater Treatment Plant - West DAF Electrical Panel Replacement, contain the provisions required for the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.

A conditional or qualified bid will not be accepted. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid. Further, the bidder agrees to abide by the requirements under the US Department of Labor Executive Order No. 11246, as amended.

The attention of bidders is directed to the requirements and conditions of employment to be observed and the prevailing wage rates to be paid under the contract. All bidders shall supply the

names and addresses of each subcontractor providing work for which each subcontract totals more than one-half of one percent of the total bid price. The subcontractors shall be listed on the appropriate forms in the contract documents.

The project manager is:

Paul Siebensohn, Rancho Murieta CSD, P. O. Box 1050, Rancho Murieta, California, 95683

Phone: (916) 354-3700, Fax: 354-2082.

e-mail psiebensohn@rmcsd.com; Secondary contact is Jason Dill jdill@rmcsd.com

All procedural and technical questions should be directed to the project manager or his designee.

Should a bidder find discrepancies in, or omissions from, the Specifications, or should he be in doubt as to their meaning, he shall at once notify the District and, should it be found that the point in question is not clearly and fully set forth a written addendum or Bulletin of Instructions will be sent to all bidders. Neither the District staff nor the District will be responsible for any oral instructions.

END OF INFORMATION FOR BIDDERS

1. BIDDING FORMS

BID

Proposal of _____ (hereinafter called Bidder), organized and existing under the laws of the State of _____, doing business as _____.*

To the RANCHO MURIETA COMMUNITY SERVICES DISTRICT, (hereinafter called Owner).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the Wastewater Treatment Plant - West DAF Electrical Panel Replacement, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time specified in paragraph SP-12 of the Special Provisions. Bidder further agrees to pay as liquidated damages, that certain sum specified in paragraph SP-13 of the Special Provisions for each consecutive calendar day.

Bidder acknowledges receipt of the following addenda:

* Insert "a corporation," "a partnership," or "and individual" as applicable.

As provided in the Information for Bidders, the Bidder hereby agrees that he will not withdraw this bid within sixty (60) consecutive calendar days after the actual date of the opening of bids and that, if the Owner shall accept this bid, the Bidder will duly execute and acknowledge the agreement and furnish, duly executed and acknowledged, the required contract bonds and insurance certificates within ten (10) days after receipt of the Notice of Award.

Bidders shall not remove and submit the bid pages separately from the volume of Contract Documents, but shall submit their bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.

Bidder agrees to perform all the work described in the Contract Documents for the following Lump Sum or unit prices:

(See Bid Schedule on the following pages.)

CONTRACT BID SCHEDULE

WASTEWATER TREATMENT PLANT - FILTER PLC REPLACEMENT CIP NO. 13-02-2

ITEM #	DESCRIPTION	COST
1	In-kind replacement of West DAF panel with PLC vs timers/relays, painted steel NEMA 4 Panel	
2	Labor	
	Total Cost	

Respectfully Submitted:

_____ Signature
 _____ Title
 _____ Company
 _____ Address
 _____ City, State
 _____ Date
 _____ Phone Number

SEAL (If Bidder is a Corporation)

 Contractor License Number Type Exp.Date

Federal Tax ID # _____

DESIGNATION OF SUBCONTRACTORS

The following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder.

TYPE OF WORK	NAME	LICENSE NO.	BUSINESS ADDRESS

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress he has done, and give references that will enable the District to judge his experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work will be, qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties and covenants are a material inducement in District's retention of Contractor to perform the Work.

<u>LOCATION OF WORK</u>	<u>CONTACT PERSON</u>	<u>CONTACT PHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Respectfully submitted,

(Signature)

2. SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR
***WASTEWATER TREATMENT PLANT – WEST DAF ELECTRICAL PANEL
REPLACEMENT***

SP-1. INTENT

The following modifications and additions are hereby made a part of these specifications and shall take precedence over any conflicting requirements stated elsewhere.

SP-2. TITLE OF PROJECT

The title of this project shall be **Wastewater Treatment Plant - West DAF Electrical Panel Replacement**, and all communications, reports, drawings, and progress payment estimates connected with this project shall refer to said title.

SP-3. GENERAL

3.01 **DESCRIPTION OF WORK**

Rancho Murieta Community Service District (RMCS D) Wastewater Reclamation Plant's West Dissolved Air Floatation (DAF) system was operated by an electrical control panel which appears to have had some non-standard work done to it over the years of its operation, shorted out components and burnt solid core wiring and connections, and now needs to be replaced. The panel's original electrical drawings are included with this bid packet as attachment 1, and the East DAF's newer electrical panel included as attachment 2 (for reference only). This panel to be replaced operates two 23.5 amp, 460V pumps, a rake drive, 120v solenoid on the air tank system, exterior lights, a panel light, provides a 120 electrical outlet, and gets feedback from a wetted probe within the DAF tank that allow the pumps to start/stop. The system will power up when the Wastewater Reclamation Plant is "called" to turn on. A pressurization pump will turn-on after water within the West DAF is on a probe, a minute delay then triggers and then a pump will turn on. An alternating relay would cycle the two pressurization pumps every 2 hours, with a 15 second delay in between, to alternate the operation of the pumps. Both pumps should never operate at the same time. The rake arm is driven by a VFD, which turns on when the plant is turned on. Also, a solenoid is opened on the air system when the plant is called to turn on. The existing panel also has a light switch for exterior lights, and a 120v outlet.

3.02 **SCOPE**

The Work to be preformed under this section consists generally of furnishing all equipment, tools, materials, labor, services and operations required for modernizing the existing West DAF Control Panel at the existing Rancho Murieta Waste Water Treatment Plant and includes all other work necessary to complete the project in accordance with Industry Standards and Districts Standards and General Conditions. All components must be rated for housing within a NEMA 4 panel that is subject to ambient conditions

for this area.

Existing panel will be removed and replaced with a new NEMA 4 panel with all the functionality of the old panel. New PLC with HMI will be mounted inside on inside panel door, with ethernet connection to be routed via conduit to a nearby Allen-Bradley Color Panel View Plus 7 PLC. (option – contractor may utilize existing AB PLC for function control if possible). Route a conduit and signal wiring connection existing AB PLC. All control wiring must also be replaced as part of this project, and panel and components must be new, mounted, and tested with District staff to ensure proper function.

PLC Programming:

- Contractor will provide the necessary PLC programming for the West DAF system with all of the functionality of the existing panel that was provided by relays and timers. The PLC program will be developed using standard methods and program locks which include, but are not limited to:
 - Automated sequence of control logic
 - Alarm history and handling routine
 - PLC I/O configuration
 - Delay set point management functions
 - Pump and rake arm operation overview screen (run/off)
 - Timers set point screen where timers may be modified
 - Manual controls of pumps from pump status screen(s)

Control Panel Components (generally listed but not limited to)

- NEMA 4 free standing panel, painted blue (Sherwin Williams SW 9049 Sky Fall) NFPA 70E compliant
- 480v surge arrestor
- 120v surge arrestor
- 480v/120v Square D transformer
- Siemens IEC Contactors
- 2- 30amp Square D or Siemens Control Circuit Breakers
- ...all components necessary to allow complete functionality

Included from District

- **2 - Motor Starters (provided by District) *see photos***

PLC

- IDEC or Allen-Bradley PLC with ethernet capability and I/O for all current appurtenances for operation and future tie into existing Rockwell Software SCADA system through existing AB PLC at tertiary control system.

Updated project drawings in electronic (pdf), and .dwg CAD (if available), format.

3.03 QUALITY ASSURANCE

Panels

A. References

Referenced Standards:

1. National Electrical Manufacturers Association (NEMA):
 - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - b. PB 1, Panelboards.
2. National Fire Protection Association (NFPA):
 - a. 70, National Electrical Code (NEC).
3. Underwriters Laboratories, Inc. (UL):
 - a. 50, Enclosures for Electrical Equipment, Non-Environmental Considerations.
 - b. 67, Standard for Panelboards.

WIRING DEVICES

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. National Electrical Manufacturers Association (NEMA):
 - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - b. WD 1, General Color Requirements for Wiring Devices.
 - c. WD 6, Wiring Devices - Dimensional Requirements.
2. Underwriters Laboratories, Inc. (UL):
 - a. 20, General-Use Snap Switches.
 - b. 498, Standard for Attachment Plugs and Receptacles.
 - c. 514A, Metallic Outlet Boxes.
 - d. 894, Standard for Switches for Use in Hazardous (Classified) Locations.
 - e. 943, Ground-Fault Circuit-Interrupters.
 - f. 1010, Standard for Receptacle-Plug Combinations for Use in Hazardous (Classified) locations.

B. Experience

Provide references for minimum of two similar projects completed in the last 5 years with similar scope of work. Include name and address of project and contact person. Authorized representative must be present during all work conducted.

3.04 SUBMITTALS

The Contractor shall provide all equipment and materials as new. Submittals must be provided for District or their representative's review prior to installation. An "or equal" device may be allowed for any component other than the PLC brands noted.

- A. **Prior to Installation, submittals should be provided electronically for the project manager's review.**
- B. **Upon completion Contractor shall include technical product data including:**
 - 1. Acknowledgement that products submitted meet requirements of standards referenced.
 - 2. Manufacturer's manual in electronic and hardcopy formats. (1 hard copy)
 - 3. Updated wiring schematics and PLC programming "as-built"

3.05 **ACCESS, DELIVERY AND STORAGE**

The Contractor shall coordinate with the project manager for site access within District's regular business hours, and storage of materials and equipment.

3.06 **COMPLIANCE WITH REGULATORY REQUIREMENTS**

All applicable federal, state, and local regulatory agency requirements shall be complied with during the course of the work. The Contractor's attention is directed to the following list of District requirements that generally apply to Electrical and Controls work; the Contractor is responsible for identifying and complying with any other agencies or requirements not listed.

OSHA - Personnel protection during all phases of work, including exposure to airborne solvents, dust, and lead.

CAL/OSHA - Personnel protection; requirements may supersede OSHA regulations.

California Title 22 - Environmental requirements, including definition of abrasive blast materials and residue relative to hazardous waste disposal requirements.

Sacramento County Air Quality Management District – environmental requirements for limiting airborne emissions from equipment, products, and methods of operations.

5.04 **WARRANTY**

The Contractor shall guarantee all work unless otherwise noted for a period of one (1) year following the date of final acceptance by RMCSO. All issues with workmanship and programming shall be rectified by the Contractor at no cost to RMCSO in accordance with this specification and to the satisfaction of RMCSO or their appointed representative. A final retention of five (5) percent the total project cost will be retained to ensure contractor complies within six (6) month inspection findings if necessary. If no issues are discovered, or issues are resolved by contractor, final retention will be released based on acceptance of District.

SP-10. SCHEDULE AND COOPERATION WITH OTHERS

The Contractor shall proceed as soon as possible after the Notice to Proceed has been issued. No formal schedule is necessary for this project. Work will commence within the regular business hours of the District and recognize Holidays. Coordination with the project manager will suffice.

SP-11. METHOD OF FINANCING AND PROGRESS PAYMENTS

The work under this Contract will be paid for upon completion per the **District's Services agreement (attachment 3** – blank for reference only) The Contractor shall for payment per services agreement. The Owner will retain five percent (5%) of the estimated value of the total payment as part security for fulfillment of the Contract by the Contractor. Contractor hereby authorizes District to deduct or withhold from amount payable to Contractor in connection with the Contract, all amounts for which District is allegedly, or actually becomes, liable by reason of (i) Contractor's acts or omissions in performing, or failing to perform, its obligations under the Contract; or (ii) by reason of any indebtedness which shall appear to be, or is, the basis for a claim against District. District shall also be entitled to withhold a sum equivalent to the amount required to remedy any occurrences, which have been remedied or caused to be remedied by District, and for which Contractor is responsible to District under the Contract. Failure of District to exercise such right or the exercise of such right to deduct or withhold shall not, however, affect the obligation of Contractor to perform its obligations under the Contract.

SP-12. TIME OF COMPLETION

The Contractor performing the work will need to fully complete the Work, including testing, by **June 5, 2020**. Notice to Proceed will include an expected start date agreed upon with awarded contractor at District's discretion.

SP-13. LIQUIDATED DAMAGES

Liquidated damages shall be **One-Hundred Dollars (\$100.00) per day** past the completion date set forth in accepted schedule.

SP-14. INSURANCE

See attached District Services Agreement (Att.3)

The Contractor will not be required to provide insurance against damage to the project caused by "Acts of God," as defined in California Government Code Section 4150. The Contractor will, however, be responsible for restoring any damage caused by the elements or natural forces that does not fall within the definition of "Act of God," and all applicable insurance required by the Contract shall include coverage for such damage.

SP-15. WAGE SCALE

In accordance with the provisions of Section 1170 and 1773 of the Labor Code, the District has determined that general prevailing rate of wages are required for labor. These rates are set as per California Department of Industrial Relations for Sacramento County. Website:

<http://www.dir.ca.gov/dlsr/PWD/index.htm>

SP-16. ACCESS

The Contractor shall provide access to the site for the personnel of the District, inspection personnel, and other construction forces at all time during the construction. The work site will be available for commencement of work from Mon.-Fri., 7am-6pm daily, not including holidays.

SP-17. JOINT VENTURES

N/A.

SP-18. LAYDOWN AND STORAGE AREA

The District will make available a site within the fenced area of the reclamation plant for storage as needed by the Contractor. The Contractor shall limit his laydown and storage activities to this area and shall keep the gate locked at all times during non-construction hours.

SP-19. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply fully, and not perform any work that is not in accordance with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority. If Contractor fails to comply fully, or performs any work contrary to such laws, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

SP-20. RISK OF LOSS

The Work shall be under the Contractor's responsible care and charge until its completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part thereof by causes of any nature whatsoever. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damage to any portion of the Work or the materials occasioned by any cause per State, County, and District laws, codes, and regulations, and shall bear the entire expense thereof.

SP-21. INDEMNIFICATION

See attached District Services Agreement (Att.3)

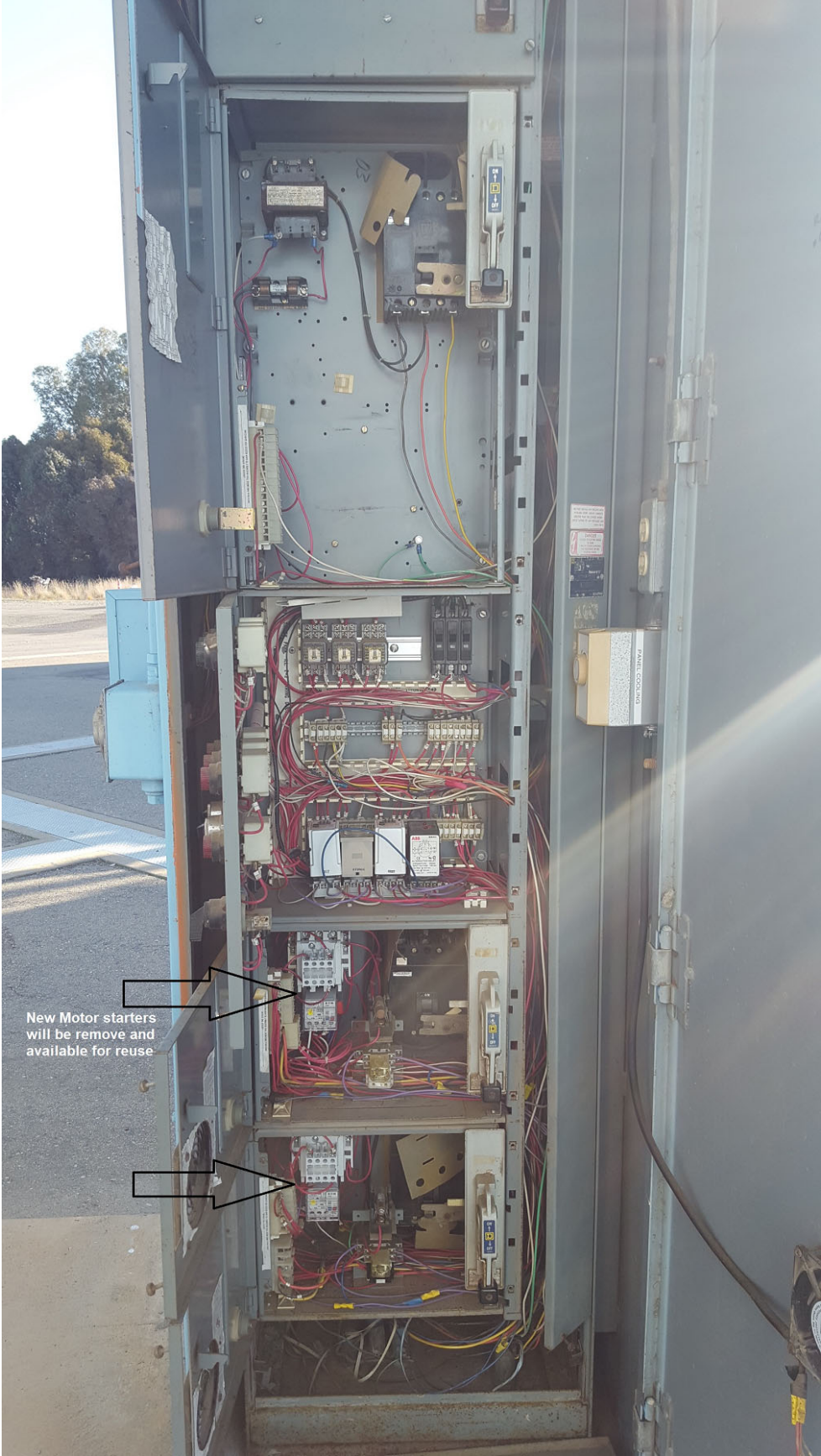
**** END OF SECTION ****

SITE PHOTOS

Existing West DAF cabinet – Outside view



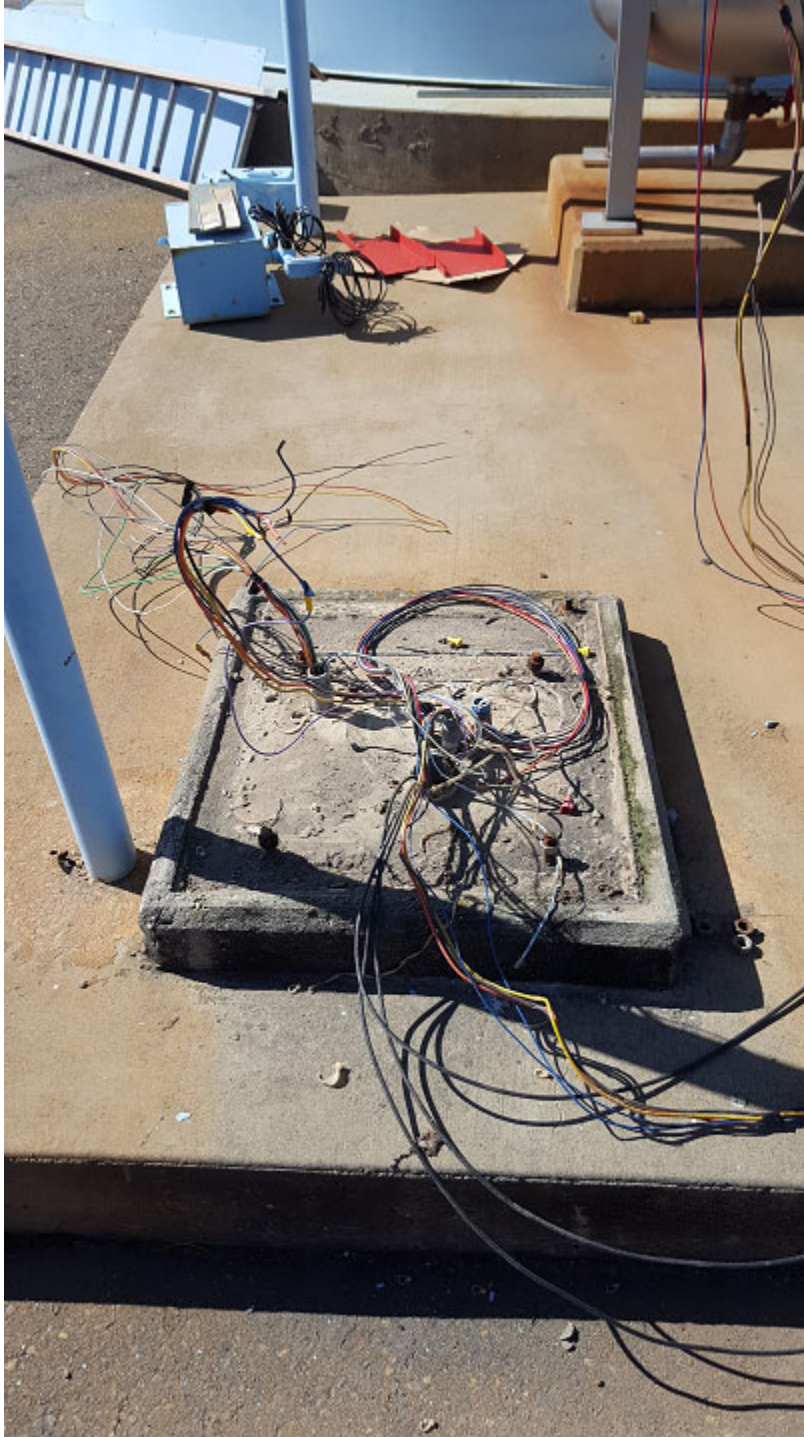
Existing WEST DAF cabinet– Inside view



New Motor starters
will be remove and
available for reuse

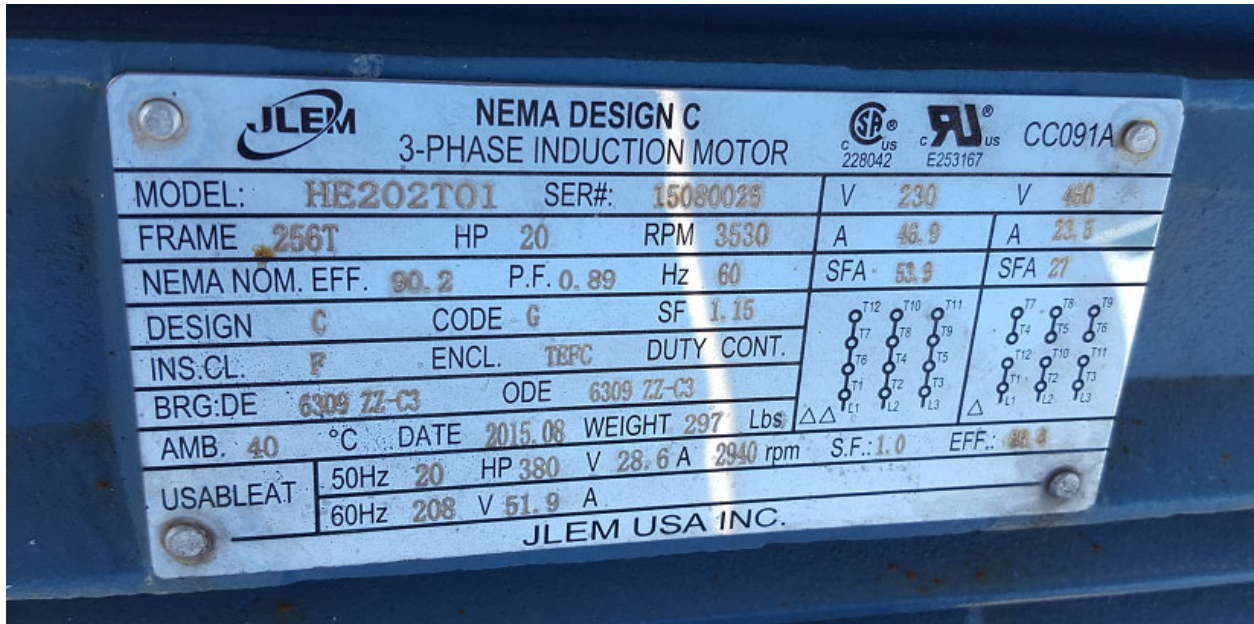


View of West DAF panel removed



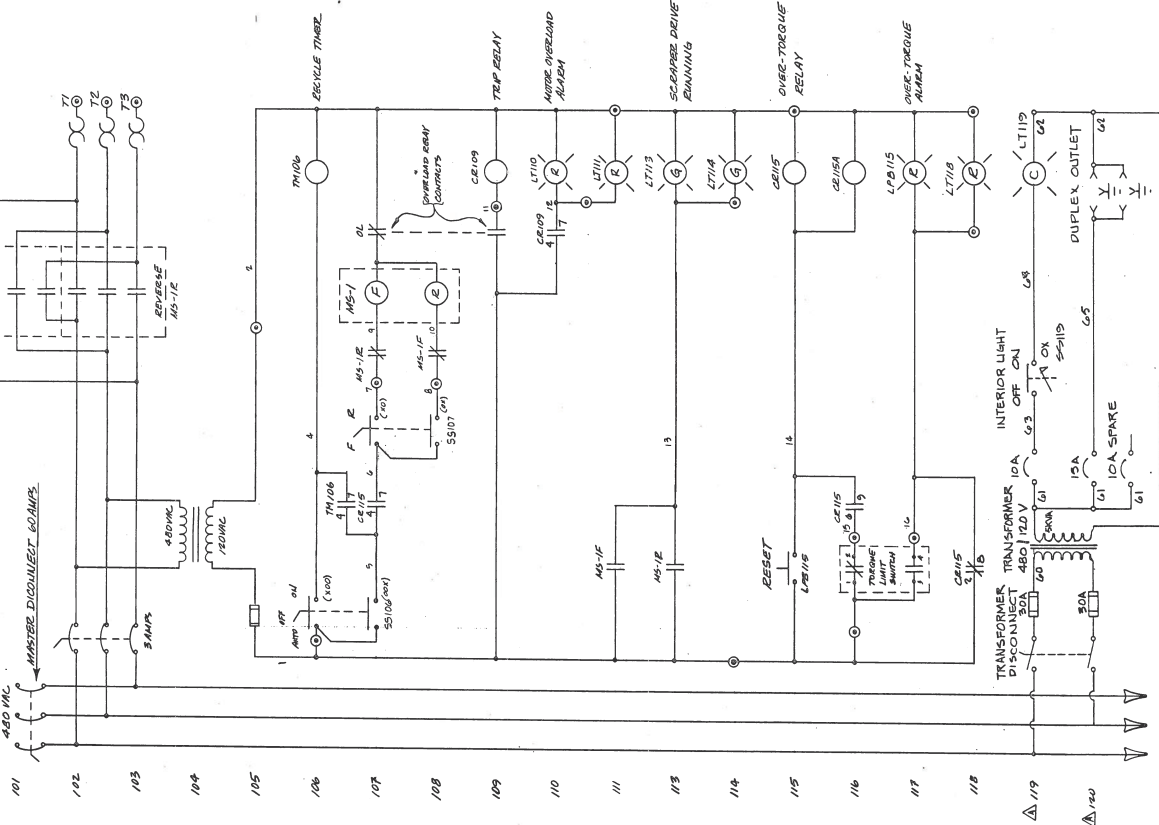
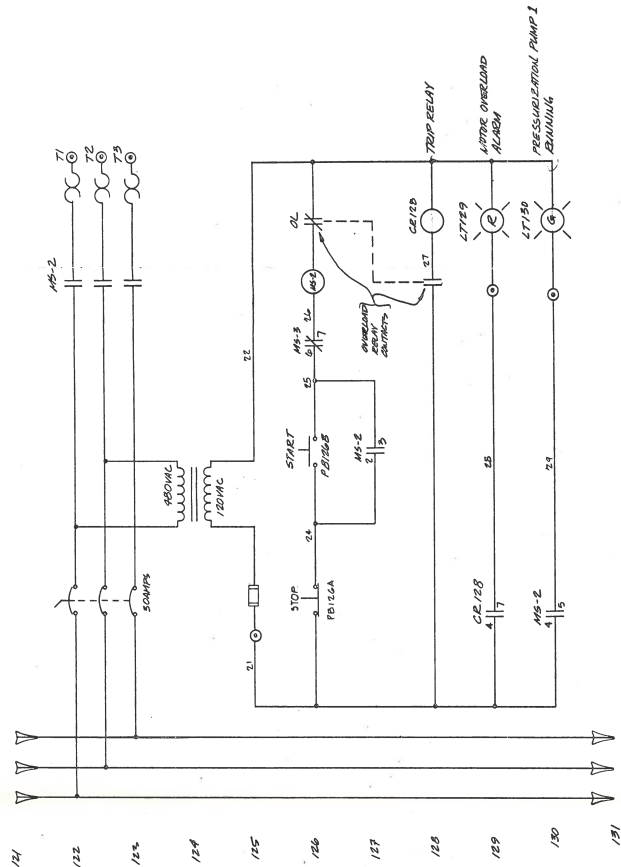
Note: Panel is still next to site and available for reference

Pressurization Pump nameplate



Attachment 1

Electrical Schematic for West DAF



REV.	DATE	BY	CHKD.	DATE
B	AS BUILT			11-18-82
A	ADD REF LINES 115, 120, 123, 125 & 135	EJ		
LET				

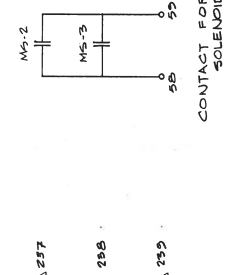
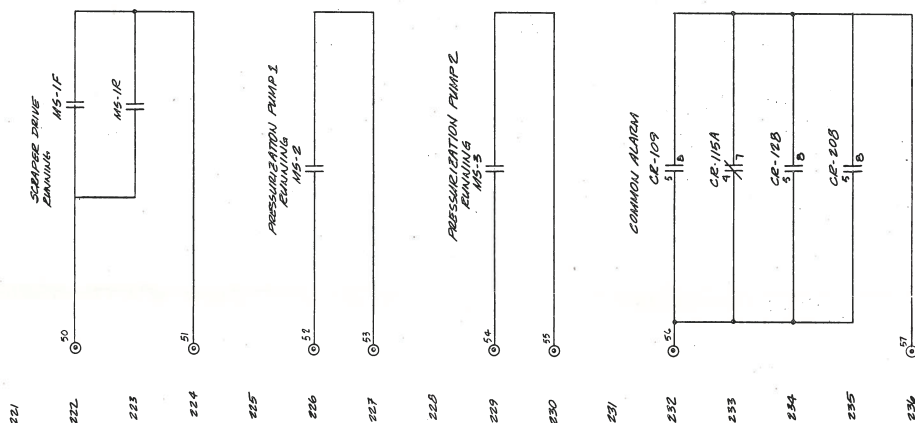
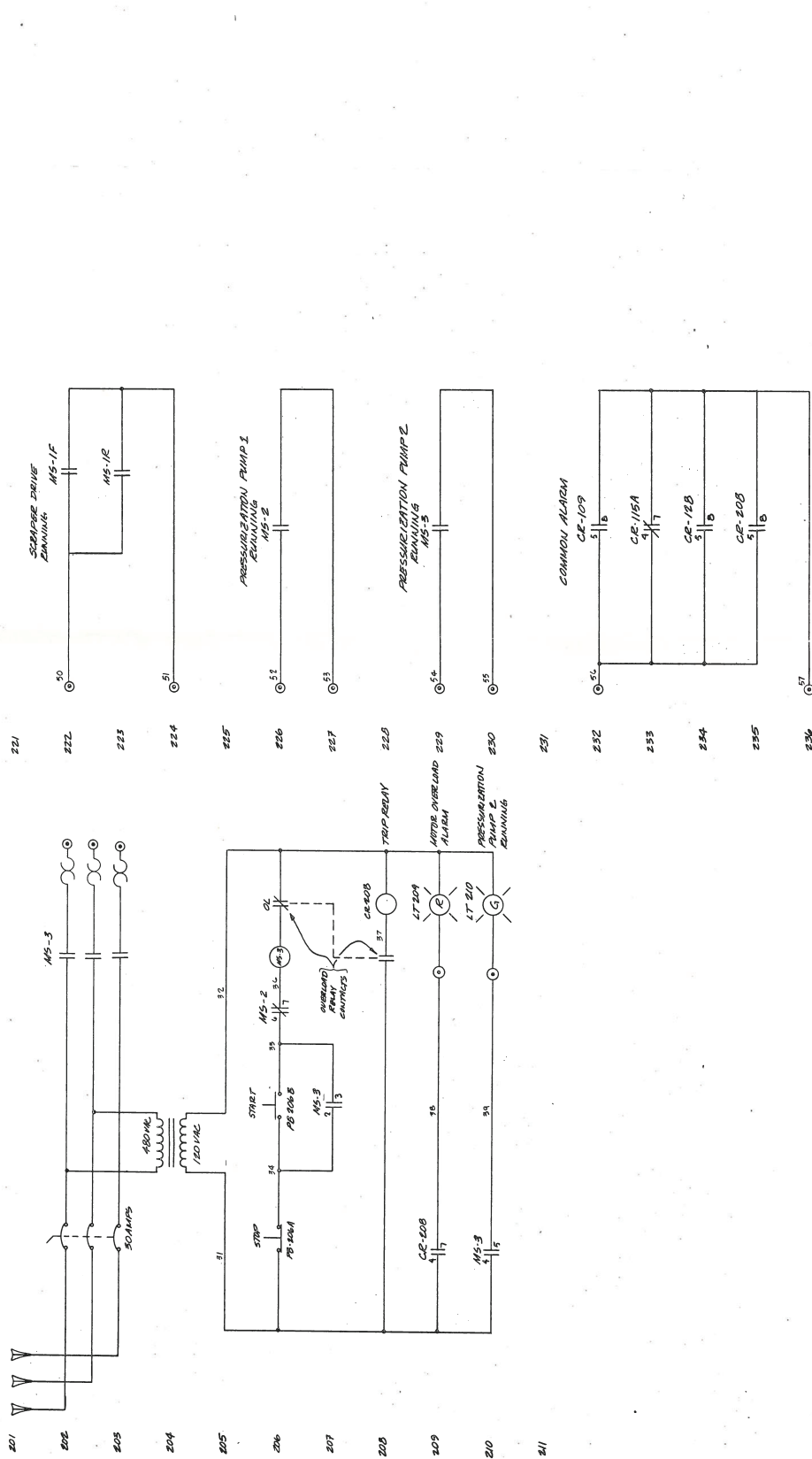
REVISION	
NO.	DATE
1	8/15/82
2	11/18

UNLESS OTHERWISE NOTED:	DIMENSIONS: 1"=120" 1/8"=1"
FUNCTIONS:	REMOVE BURRS CHND 120°-400°±
DATE:	11-18-82
BY:	EJ
CHKD:	
APPD:	
OWNR TITLE:	SCHEMATIC-ELECTRICAL
JOB NO.:	DAF C-570
DEPT.:	497-236
SCALE:	AS SHOWN
SHEET:	1 OF 2

Serck Baker

RAUCHO MARIETA

WASTEWATER RECLAMATION FACILITY



LET	DESCRIPTION	BY	CHKD	DATE

UNLESS OTHERWISE NOTED		REVISION	
FRACCTIONS	ANGLES	NAME	DATE
1/16"	30°	MS	8-28-02
1/32"	45°		
1/64"	60°		
1/128"	75°		
1/256"	90°		
1/512"	105°		
1/1024"	120°		
1/2048"	135°		
1/4096"	150°		
1/8192"	165°		
1/16384"	180°		

DRAWN	CHKD	APPD	DATE
MS	EV	EV	11-18

OWNER TITLE	OWNER NO.	SCALE	SHEET	TOTAL
RANCHO MURIETA WASTEWATER RECLAMATION FACILITY	497-236	1/8"	2	2

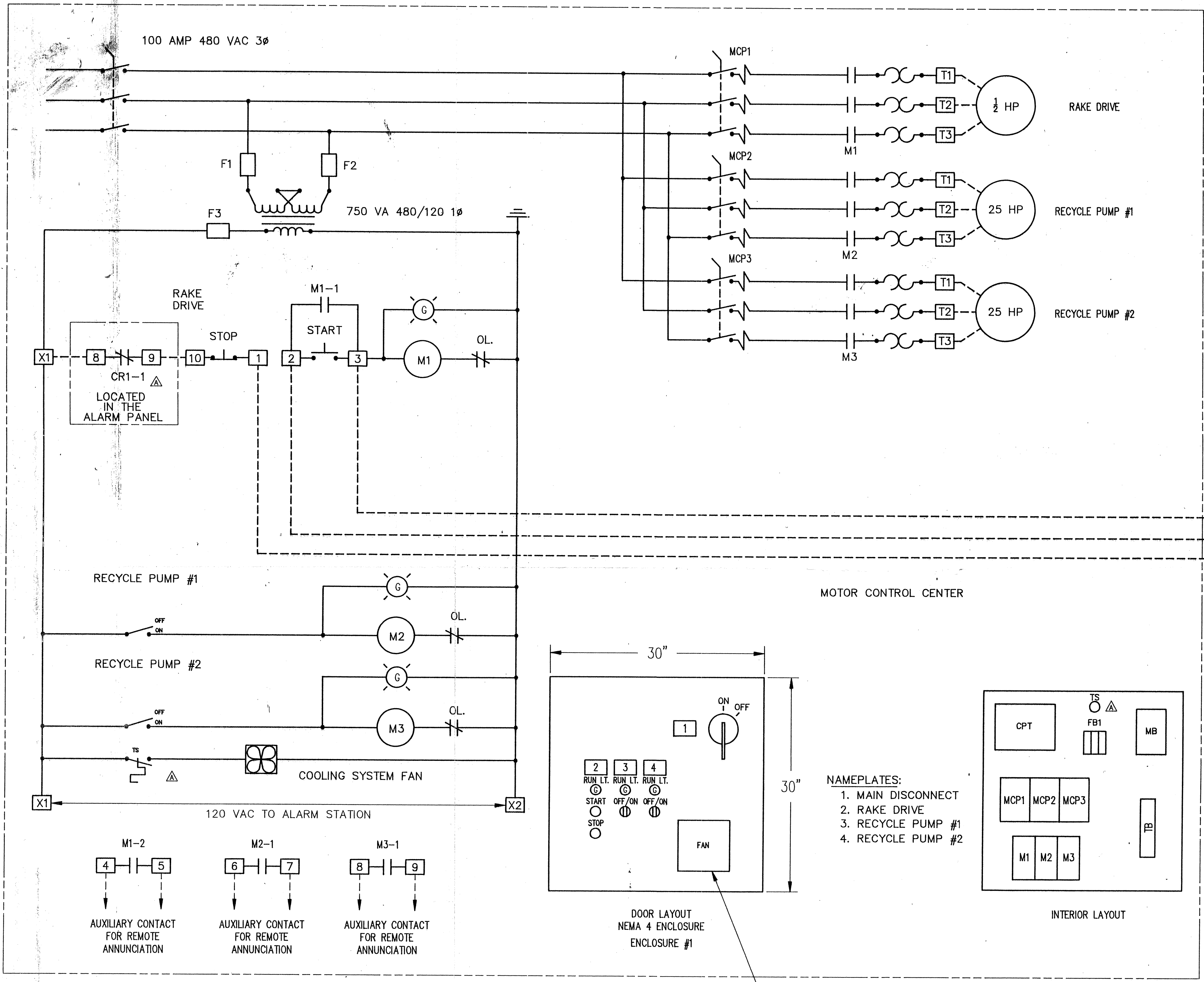
DATE	BY	CHKD	DATE

COMPANY	PROJECT	NO.	REV.
Serck Baker	CONTROL	DAF C-570	B

SCHEMATIC - ELECTRICAL	NO.	REV.
CONTROL	497-236	B

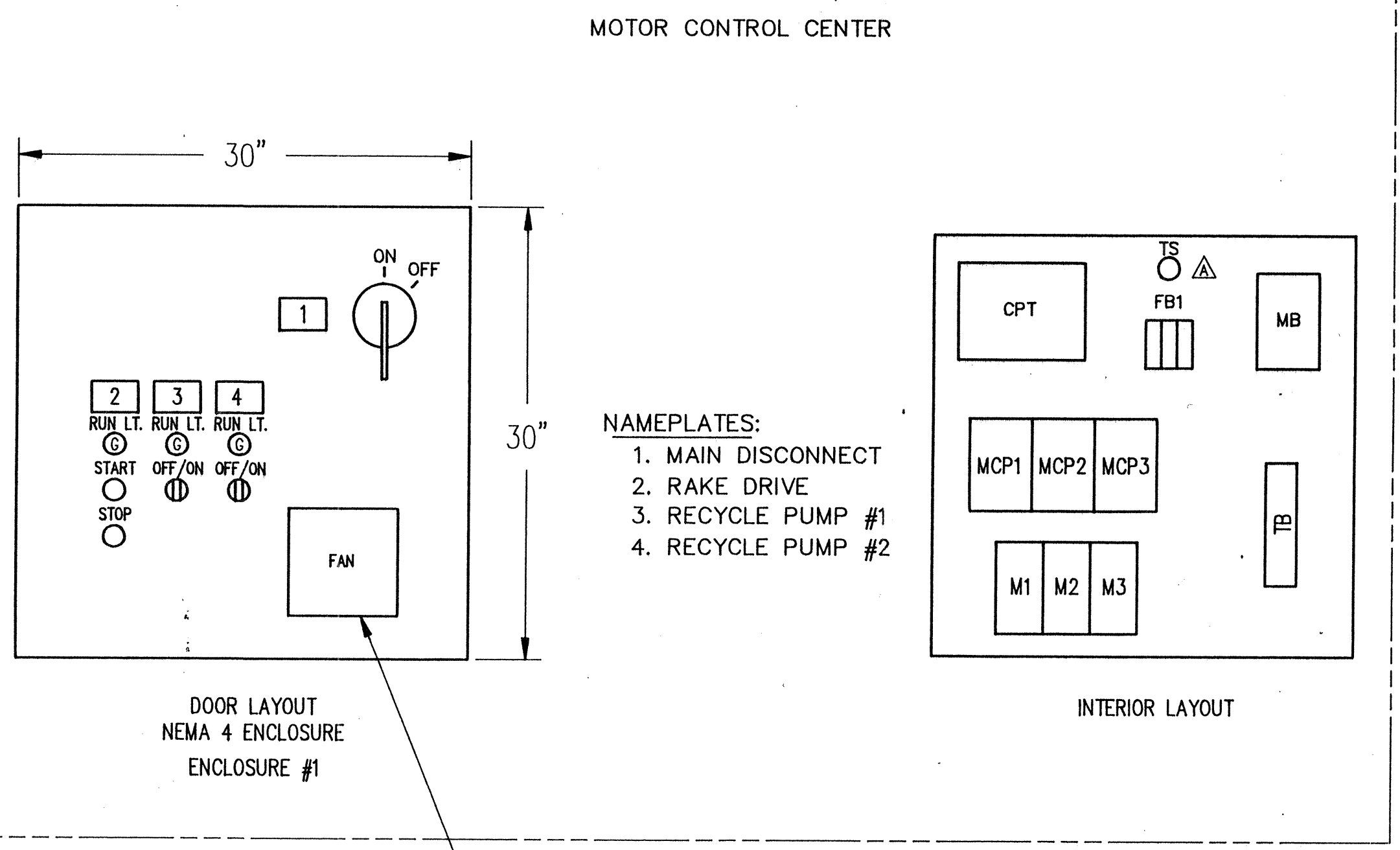
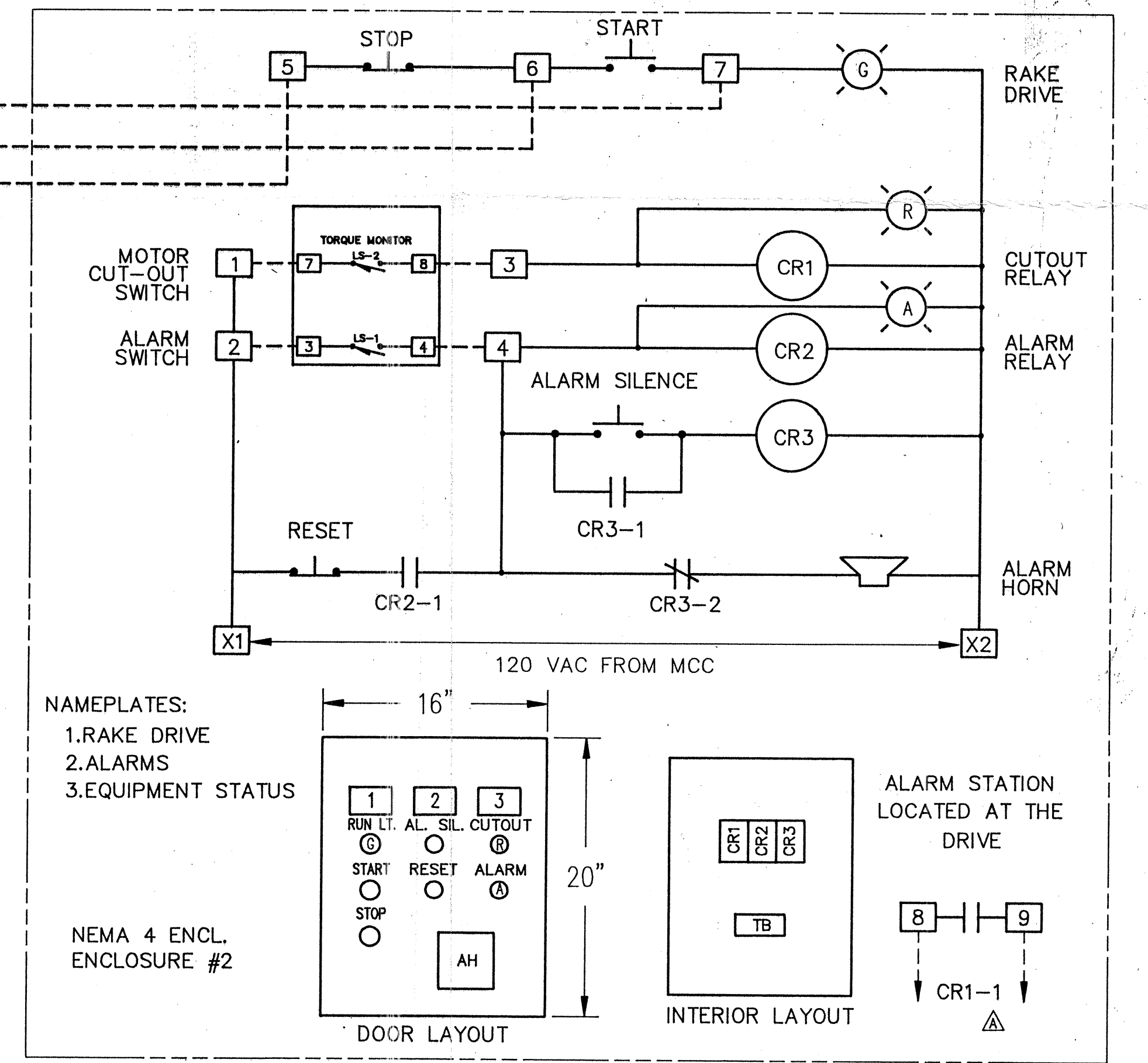
Attachment 2

Electrical Schematic for East DAF
(for general reference of a similar, but newer, panel)

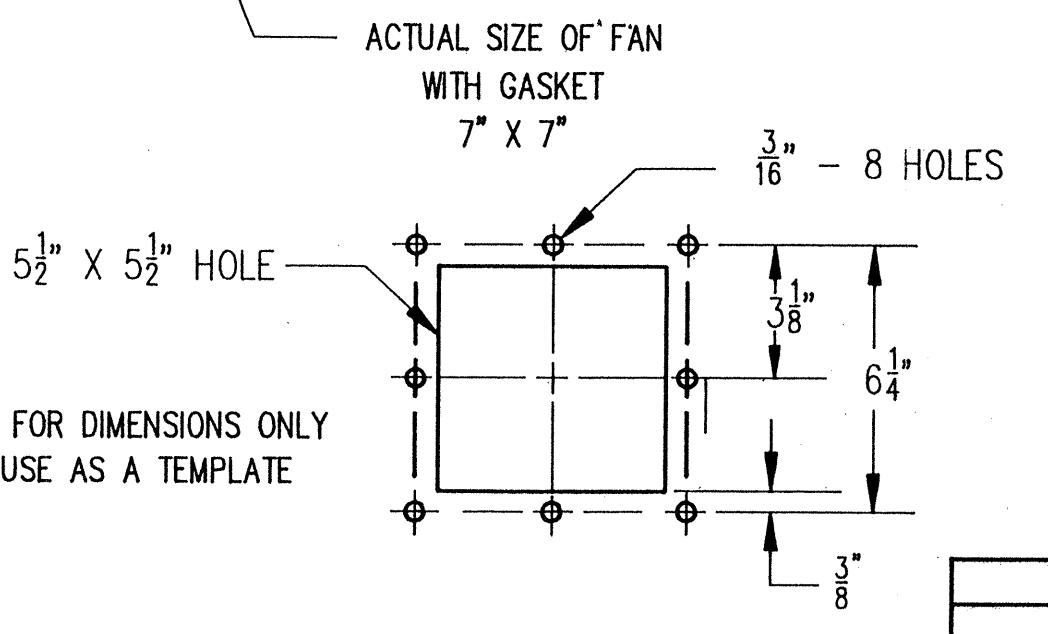


ITEM	QTY	DESCRIPTION
ENCL #1	1	T-30H30B, T-30P30 TANCO
MB	1	FS340100A CUTLER HAMMER
CPT	1	TA-1-81216 ACME
M1	1	AN16ANO, G320KGS3 CUTLER HAMMER
M2&3	2	AN16GNOA CUTLER HAMMER
F1&2	2	MEQ4 RELIANCE
F3	1	MEQ10 RELIANCE
MCP1	1	C370HMCP02 CUTLER HAMMER
MCP2&3	2	C370HMCP3 CUTLER HAMMER
FAN	1	CC200 NOREN
RUN LTS	3	10250T181N, 10250TC8N CUTLER HAMMER
START PB	1	10250T23B CUTLER HAMMER
STOP PB	1	10250T25R CUTLER HAMMER
OFF/ON	2	10250T20KB CUTLER HAMMER
TB	14	3450GR WOERTZ
OL1	1	H2004-3 CUTLER HAMMER
OL2&3	2	H2015-3 CUTLER HAMMER
FAN, TS	1	CC200-115, 3F051 NOREN PRODUCTS INC./ WHITE-RODGERS

ENCL #2	QTY	DESCRIPTION
ENCL #2	1	T-20H16A, T-20P16 TANCO
CR1-3	3	D5PA1, D5PR2A CUTLER HAMMER
AL. LT.	1	10250T181N, 10250TC9N CUTLER HAMMER
CUTOUT LT.	1	10250T181N, 10250TC7N CUTLER HAMMER
RUN LT.	1	10250T181N, 10250TC8N CUTLER HAMMER
AL. SIL.	1	10250T102, 10250T53 CUTLER HAMMER
RESET	1	10250T101, 10250T51 CUTLER HAMMER
START PB	1	10250T23B CUTLER HAMMER
STOP PB	1	10250T25R CUTLER HAMMER
TB	14	3450GR WOERTZ
HORN	1	350 FEDERAL SIGNAL



- NAMEPLATES:
1. MAIN DISCONNECT
 2. RAKE DRIVE
 3. RECYCLE PUMP #1
 4. RECYCLE PUMP #2



NOTES: 1) DASHED EQUIPMENT AND WIRING ARE NOT BY WESTECH ENG.

REFERENCE FOR DIMENSIONS ONLY
DO NOT USE AS A TEMPLATE

ELECTRICAL SCHEMATIC									
DESCRIPTION									
DAF THICKENER					27' DIA.				
TYPE SIZE									
7-6-88	AW	OTO			8-5-91	JRR	MDW	LDB	
DATE	STD. BY	STD. CHKD.	STD. APPVD	SCALE	DATE	PROJ. BY	PROJ. CHKD.	PROJ. APPVD	
This drawing is property of WESTECH ENGINEERING, INC. and is transmitted in confidence. Neither receipt nor possession confers or transfers any rights to reproduce, use, or disclose, in whole or in part, data contained herein for any purpose, without the written permission of WESTECH ENGINEERING, INC.									
DRAWING NUMBER					PROJECT NUMBER				
E10D					4126				
REV.									

REVISED AS BUILT AND TESTED			
REVISION	BY	CHKD.	DATE
	MDW	JRR	1-27-92



Attachment 3

District Service Agreement (blank copy)

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
SERVICES AGREEMENT**

THIS AGREEMENT is entered into this _____, 2020, by and between Rancho Murieta Community Services District, a local government agency (“District”), and _____, a California corporation (“Consultant”), who agree as follows:

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

2. Payment.

a. In exchange for the Work, District shall pay to Consultant a fee based on Consultant’s actual time and expenses necessarily and actually expended on the Work in accordance with Consultant’s fee schedule, attached as Exhibit A. The total fee for the Work shall not exceed \$15,000. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant’s fee includes all of Consultant’s costs and expenses related to the Work.

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

3. Term.

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by District upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant’s claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant’s training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in

accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

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

6. Consultant Records.

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

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

7. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, expiration or termination of this Agreement), Consultant agrees to provide the Work Product to District in a readable, transferable and

usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet, AutoCAD file).

8. Compliance with Laws. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1).

9. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel approved by District), protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of Consultant’s performance of the Work and caused by any negligent act or omission, willful misconduct or violation of law of or by Consultant or its employees, agents and subcontractors, except where caused by the sole negligence or willful misconduct of District or as otherwise provided or limited by law. Consultant’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10. Insurance.

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

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers’ compensation	statutory limits	
Employers’ liability	\$1,000,000 per accident	

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

c. Proof of Insurance. Upon request, Consultant shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and

(b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

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

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

13. Assignment. Consultant may not assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without District's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void.

14. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

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

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

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

District: General Manager Rancho Murieta Community	Consultant:
--	-------------

Services District P.O. Box 1050 15160 Jackson Road Rancho Murieta, CA 95683	
--	--

Any party may change its address by notifying the other party of the change in the manner provided above.

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

By: _____
General Manager

By: _____

_____ *[name]*

_____ *[title]*

1. BIDDING FORMS

BID

Proposal of Telstar Instruments (hereinafter called Bidder), organized and existing under the laws of the State of California, doing business as a corporation.*

To the RANCHO MURIETA COMMUNITY SERVICES DISTRICT, (hereinafter called Owner).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the Wastewater Treatment Plant - West DAF Electrical Panel Replacement, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time specified in paragraph SP-12 of the Special Provisions. Bidder further agrees to pay as liquidated damages, that certain sum specified in paragraph SP-13 of the Special Provisions for each consecutive calendar day.

Bidder acknowledges receipt of the following addenda:

N/A

* Insert "a corporation," "a partnership," or "and individual" as applicable.

As provided in the Information for Bidders, the Bidder hereby agrees that he will not withdraw this bid within sixty (60) consecutive calendar days after the actual date of the opening of bids and that, if the Owner shall accept this bid, the Bidder will duly execute and acknowledge the agreement and furnish, duly executed and acknowledged, the required contract bonds and insurance certificates within ten (10) days after receipt of the Notice of Award.

Bidders shall not remove and submit the bid pages separately from the volume of Contract Documents, but shall submit their bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.

Bidder agrees to perform all the work described in the Contract Documents for the following Lump Sum or unit prices:

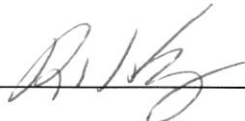
(See Bid Schedule on the following pages.)

CONTRACT BID SCHEDULE

WASTEWATER TREATMENT PLANT - FILTER PLC REPLACEMENT CIP NO. 13-02-2

ITEM #	DESCRIPTION	COST
1	In-kind replacement of West DAF panel with PLC vs timers/relays, painted steel NEMA 4 Panel	\$ 35,572
2	Labor	\$ 42,686
	Total Cost	\$ 78,258

Respectfully Submitted:



 Signature
 President

 Title
 Telstar Instruments

 Company
 1717 Solano Way, Unit 34

 Address
 Concord, CA 94520

 City, State
 March 12, 2020

 Date
 925-671-2888

 Phone Number

SEAL (If Bidder is a Corporation)

422364 C10, C7, A, B 05/31/2020
 Contractor License Number Type Exp.Date

Federal Tax ID # 94-2785168

DESIGNATION OF SUBCONTRACTORS

The following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder.

TYPE OF WORK	NAME	LICENSE NO.	BUSINESS ADDRESS
	N/A		

STATEMENT OF EXPERIENCE OF BIDDER


The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress he has done, and give references that will enable the District to judge his experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work will be, qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties and covenants are a material inducement in District's retention of Contractor to perform the Work.

<u>LOCATION OF WORK</u>	<u>CONTACT PERSON</u>	<u>CONTACT PHONE</u>
<u>City of Fairfield</u>	<u>Brandan</u>	<u>(707)437-5381</u>
<u>NorthBay Regional WTP</u>	<u>Hiltman</u>	
<u>County of Yolo</u>	<u>Karen</u>	
<u>Pump Station Control Panel</u>	<u>Kawelmacher</u>	<u>(530) 666-8073</u>
<u>Rancho Murieta CSD</u>	<u>Paul</u>	
<u>Filter PLC Replacement</u>	<u>Siebensohn</u>	<u>(916)354-3700</u>

Respectfully submitted,



(Signature)



Quote

Please Remit To This Address: **Prodigy Electric And Controls, Inc.**
 PO Box 141
 Lincoln, CA 95648

Bill To: Rancho Murieta CSD
 15160 Jackson Road
 Rancho Murieta, CA

Quote #	40458
Date	1/17/2020
Total Due:	\$35,000.00
Terms	Net 15
P.O. No.	

Phone # 916.997.0798

CA License # 998361

Job Description

WWRP west daf p.p. panel

Description	Qty	Rate	Total
Install mount and test panel	1	5,000.00	5,000.00
Panel for running the pressurization pumps, level controls to shut off pumps, power distribution for west daf scraper, includes all nema starters, main breaker, breakers for pumps, breaker for transformer, alternator.	1	15,000.00	15,000.00
Adder install vfd's instead of starters to lessen wear and tare on check valves, piping, and starters.	1	15,000.00	15,000.00

Total	\$35,000.00
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MEMORANDUM

Date: April 16, 2018
To: Improvements Committee
From: Paul Siebensohn, Director of Field Operations
Subject: Approve Bid for Dam Inundation Mapping & Emergency Action Plan (EAP)

Recommendation:

Approve \$12,573 to Dominichelli & Associates, Inc., funding to come from $\frac{1}{4}$ Sewer & $\frac{3}{4}$ Water Replacement Reserves.

Discussion:

On June 27, 2017, Governor Brown signed SB 92 into law, which set forth new requirements focused on dam safety. As part of this legislation, dam owners must now submit inundation maps to Department of Water Resources (DWR). After the maps are approved, the dam owner must submit an emergency action plan to Cal Office of Emergency Services (OES). The owner must submit updated plans and inundation maps every 10 years, or sooner under certain conditions. Cal OES will review and approve the emergency action plans. This legislation set forth additional provisions for emergency action plans including compliance requirements, exercises of the plan, and coordination with local public safety agencies. We were then notified to comply. I put a bid packet together and solicited bids for completion of the necessary work.

In 2018 Dominichelli & Associates was awarded the project for Dam Inundation mapping & Emergency Action Plans. They were awarded a contract in the amount of \$59,915 and a 10% percent contingency to \$65,906.50. Due to additional communications being required by the OES, they are requesting additional funding to support their staff time that will be involved. OES have set up a new process for review of each EAP requiring a minimum of 5 formal submittals and have required much more information from the dam owner than was in the original template that was the basis back in 2017.

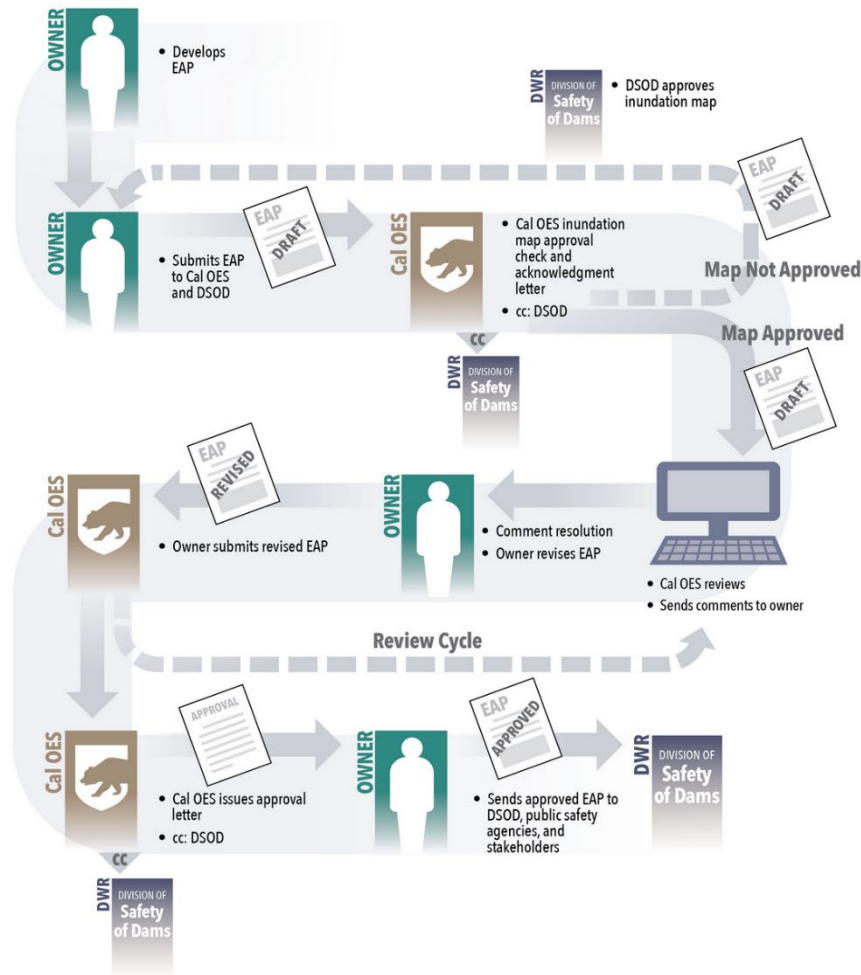
Their letter of request of additional funding is attached. This item is being taken to the Board because it is an expanded scope of an existing project that required Board approval.

Below is a drawing of the process tree with OES EAP approval.

Sewer Replacement reserves are currently at \$3,083,900.
Water Replacement reserves are currently at \$1,762,033.

Cal OES Emergency Action Plan Review Process

Owners of dams, other than low hazard dams, are subject to the new statutes and regulations requiring Emergency Action Plans (EAP) and inundation maps for dams and their critical appurtenant structures. DSOD reviews and approves inundation maps, and Cal OES reviews and approves EAPs, that are based on approved inundation maps. Owners must update EAPs, including inundation maps, at a minimum of every 10 years, any time there is a change to the dam, and any time there is a change in downstream development.



Acronyms DWR: California Department of Water Resources; DSOD: Division of Safety of Dams; Cal OES: Governor's Office of Emergency Services; EAP: Emergency Action Plan



DOMENICHELLI AND ASSOCIATES, INC.
CIVIL ENGINEERING

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

March 16, 2020

Subject: Amendment Request for Emergency Action Plans

Dear Paul,

We are currently working to complete the Emergency Action Plans (EAPs) for your dams. As we have indicated in recent discussions, the Office of Emergency Services has established new guidelines and requirements for preparing and maintaining EAPs. Many of their revisions and interpretations have come during the course of implementation by our firm and many others attempting to complete EAPs.

In addition to expanding their EAP preparation requirements, OES has also created a review process which is much more extensive than we anticipated when we submitted our original proposal to you for these services. The process includes at a minimum 2 initial staff reviews, then a review by the Division Chief. Once their comments are addressed, it is sent to an independent panel of reviewers within the Division. Then to complete the process, the Chief takes one more review after the panel's comments are addressed. Our original budget did not include this many revisions to the previous template that we intended to use, nor did we anticipate as many review submittals.

The good news is we have a new template to work with that you have received along with the checklist of items we have asked your group to address. Since we have eight clients with EAPs underway, the costs of creating the new template can be spread among all participants and equates to approximately \$800 per client. Unfortunately, the number of submittal and the added coordination with the OES will amount to a significant effort as shown below in our budget amendment fees. We are requesting an increase in our fee of \$12,573 broken down as follows:

Table with 7 columns: Task, Joe D, Carol T (EIT), Audrey D (EIT), Expense, Total, District Total*. Rows include EAP Preparation (new template), 3 Additional Submittals all 4 dams, 5 -Added Coordination w/OES (3 submittals), and Total Amendment Request (\$12,573).

*Total fee/ 8 clients

Let me know if you have any questions and thank you for your consideration of this request.

Sincerely,

Joseph Domenicelli, President
Domenicelli and Associates, Inc.

MEMORANDUM

Date: 4/3/2020
To: Improvements Committee
From: Mark Martin, General Manager
Subject: Groundwater Sustainability Agency Boundaries – SCGA/SRCD

RECOMMENDATION

Receive an update on the status of the South American Sub-basin Memorandum of Understanding (MOU) on Groundwater Sustainability Agency (GSA) boundaries.

DISCUSSION

This is a follow-up on ongoing negotiations whereby the Sloughouse Resource Conservation (SRCD) has proposed to serve as the Groundwater Sustainability Agency (GSA) function over the Rancho Murieta CSD (RMCS D) District area. At present, RMCS D is a member of the Sacramento Central Groundwater Authority (SCGA) who is currently the GSA for RMCS D. RMCS D has stated a preference to remain with SCGA for the function of GSA, since RMCS D sits as a Board member on the SCGA versus no direct representation on the SRCD and the SCGA appears much better organized and clear as to how they will operate and be funded as a GSA.

RMCS D's General Manager has participated in the South American Sub-basin boundary negotiations since being invited to do so at the very end of last year.

RMCS D's General Manager has attended the last two SRCD board meetings. In both meetings SRCD has stated there is a benefit for RMCS D to function under SRCD as GSA. To ensure all factors are considered by RMCS D, RMCS D's General Manager each time requested SRCD to put in writing what they feel are the benefits that would accrue to RMCS D over function under SCGA. Nothing has been received to date.

On April 2, 2020, the RMCS D General Manager participated in another MOU negotiation where it was emphasized that, to date, no justification has been received by RMCS D from SRCD. At this same negotiation, one SRCD board member, Jay Schneider, offered a fully new SRCD proposal to request that SRCD function as GSA over agricultural lands in the South American Sub-basin portion of the RMCS D District and the remainder of RMCS D lands within the South American Sub-basin would remain under SCGA. As stated, this is the first time this proposal had been offered to RMCS D. Other participants of the negotiation, including Sacramento County, argued that it made sense to maintain one GSA over the RMCS D District area as there exists a number of other areas of urban and agricultural lands under the same GSA within the County. RMCS D's General Manager was asked if RMCS D would agree to the split. RMCS D's General Manager responded that RMCS D was unable to agree to that, because the proposal was just made and no facts, including maps reflecting the proposed split have been provided to the District.

At this point, RMCS D's General Manager continues to recommend the entire District within the South American Sub-basin remain under SCGA as GSA.



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

Date: March 26, 2020

To: Mark Martin, General Manager, Rancho Murieta CSD

From: Laurie Loaiza, Coastland Civil Engineering

cc: Paul Siebensohn, Director of Field Operations, Rancho Murieta CSD
Dane Schilling, Coastland Civil Engineering

Subject: Utility and Water Easements – Murieta Marketplace

The two easements summarized below are required as part of the approved Murieta Marketplace improvement plans. The District will require easement rights for the purposes of digging, constructing, reconstructing, repairing and perpetual maintenance of these public utilities. See attached exhibit for easement locations.

The proposed easements cross the Murieta Marketplace property and include typical site improvements such as landscaping, curbs, concrete paving, etc. In order to limit the District liability additional language has been added to paragraph 2 of the Grant of Easement document as follows:

The District will not restore or replace in kind any other improvement, structure, or features located in the District easements area that needs to be cut or removed to access the underground facility, including but not limited to: concrete curb, landscaping, irrigation, decorative paving, concrete pavement, walls, fences, signs etc. The District is additionally not responsible for any damages or costs associated with any adjacent business interruption or loss of use or access due to the need to access District facilities.

As District Engineer, Coastland has completed review of the easements and recommends adoption.

Items submitted for recordation:

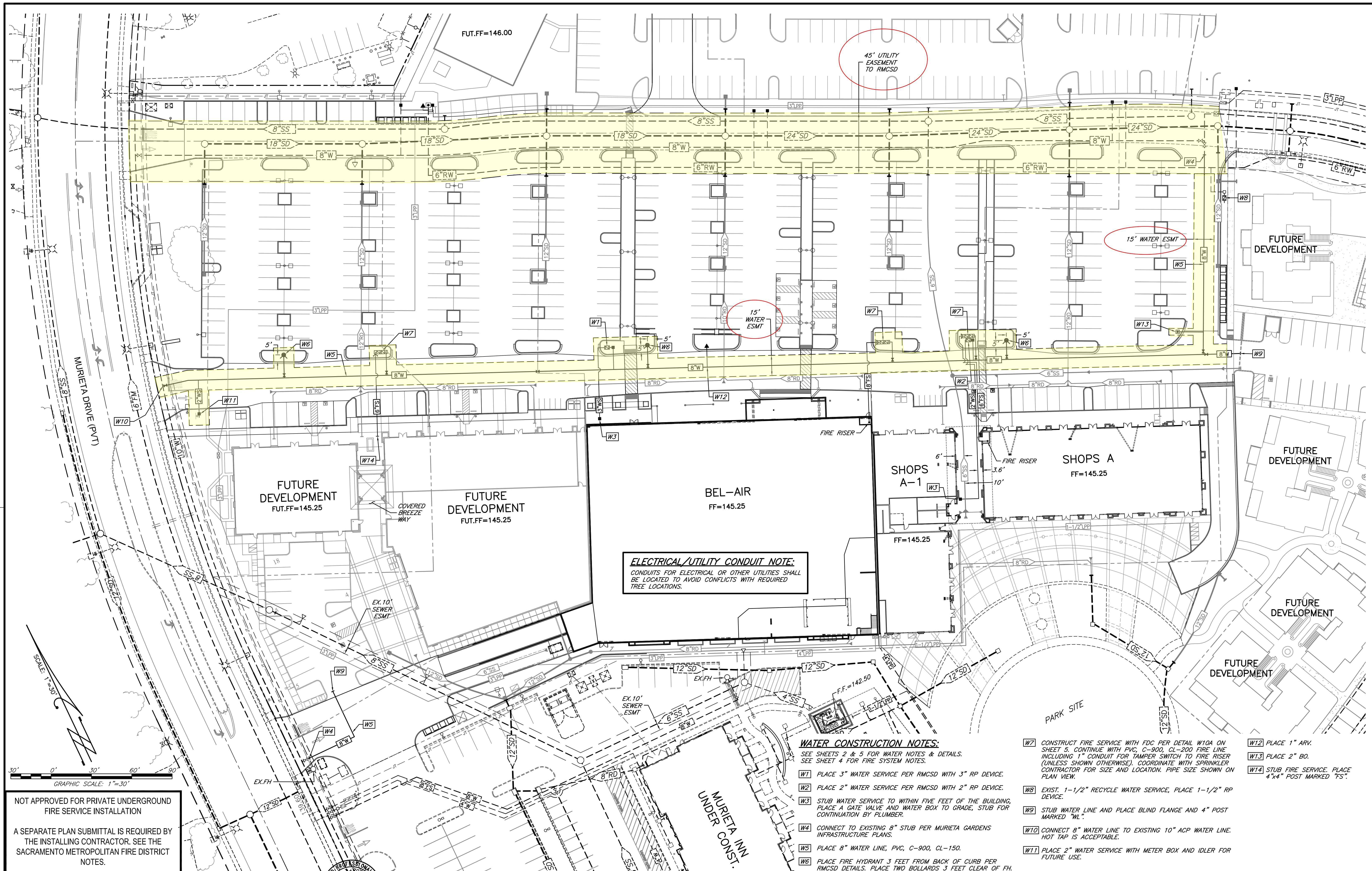
- Easement 1: 45-foot Public Utility Easement (includes Water, Recycled Water, Storm Drain, Sanitary Sewer) over and across a portion of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 9 (Murieta Shopping Center)
- Easement 2: 15-foot Waterline Easement over and across a portion of Lot 1, Lot 2, Lot 3, and Lot 6, (Murieta Shopping Center)

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

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

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961



ELECTRICAL/UTILITY CONDUIT NOTE:
 CONDUITS FOR ELECTRICAL OR OTHER UTILITIES SHALL BE LOCATED TO AVOID CONFLICTS WITH REQUIRED TREE LOCATIONS.

WATER CONSTRUCTION NOTES:
 SEE SHEETS 2 & 5 FOR WATER NOTES & DETAILS.
 SEE SHEET 4 FOR FIRE SYSTEM NOTES.

- W1 PLACE 3" WATER SERVICE PER RMCSO WITH 3" RP DEVICE.
- W2 PLACE 2" WATER SERVICE PER RMCSO WITH 2" RP DEVICE.
- W3 STUB WATER SERVICE TO WITHIN FIVE FEET OF THE BUILDING, PLACE A GATE VALVE AND WATER BOX TO GRADE, STUB FOR CONTINUATION BY PLUMBER.
- W4 CONNECT TO EXISTING 8" STUB PER MURIETA GARDENS INFRASTRUCTURE PLANS.
- W5 PLACE 8" WATER LINE, PVC, C-900, CL-150.
- W6 PLACE FIRE HYDRANT 3 FEET FROM BACK OF CURB PER RMCSO DETAILS. PLACE TWO BOLLARDS 3 FEET CLEAR OF FH.
- W7 CONSTRUCT FIRE SERVICE WITH FDC PER DETAIL W10A ON SHEET 5. CONTINUE WITH PVC C-900, CL-200 FIRE LINE INCLUDING 1" CONDUIT FOR TAMPER SWITCH TO FIRE RISER (UNLESS SHOWN OTHERWISE), COORDINATE WITH SPRINKLER CONTRACTOR FOR SIZE AND LOCATION. PIPE SIZE SHOWN ON PLAN VIEW.
- W8 EXIST. 1-1/2" RECYCLE WATER SERVICE, PLACE 1-1/2" RP DEVICE.
- W9 STUB WATER LINE AND PLACE BLIND FLANGE AND 4" POST MARKED "WL".
- W10 CONNECT 8" WATER LINE TO EXISTING 10" ACP WATER LINE. HOT TAP IS ACCEPTABLE.
- W11 PLACE 2" WATER SERVICE WITH METER BOX AND IDLER FOR FUTURE USE.
- W12 PLACE 1" ARV.
- W13 PLACE 2" BO.
- W14 STUB FIRE SERVICE. PLACE 4"x4" POST MARKED "FS".

NOT APPROVED FOR PRIVATE UNDERGROUND FIRE SERVICE INSTALLATION
 A SEPARATE PLAN SUBMITTAL IS REQUIRED BY THE INSTALLING CONTRACTOR. SEE THE SACRAMENTO METROPOLITAN FIRE DISTRICT NOTES.

NO.	DESCRIPTION	ENGR. INIT.	COUNTY APPROVAL DATE	benchmark	1B-85	elev.	173.55
(SEE SHEET NO. 1)							

Professional Engineer Seal for Michael T. Robertson, No. 39875, State of California, Civil. License expires 12-31-17.

PLOT DATE: 02-28-16 01-09-17 02-16-17 04-28-17 07-25-17	SCALE horiz: 1"=30' vert: N/A	drafted by: S.F.L. designed by: M.T.R. checked by: M.T.R.
08/2016	502	date field book

BW BAKER-WILLIAMS ENGINEERING GROUP
 Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
 6020 Rutland Drive, Suite 19 ~ Carmichael, CA. 95608
 (916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

WATER PLAN
MURIETA MARKETPLACE-BEL-AIR
 RANCHO MURIETA 7315, 7321 & 7327 MURIETA DRIVE SACRAMENTO COUNTY CALIFORNIA

S:\B\EG Jobs\2013 Jobs\13-11-061 Murieta Gardens, Onsite Commercial Improvement Plans\1311061-WAT-PLAN.dwg, Layout, 7/25/2017 5:11:57 PM, RZ: Eja

Recording requested by, and
when recorded return to:

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

Portion of APN 073-0890-003, 004, 005, 009, 021, 022, 026
RECORDER'S USE

SPACE ABOVE THIS LINE FOR

GRANT OF EASEMENT

Conveyance to government agency -- exempt from recording fees (Government Code sections 6103 & 27383) and documentary transfer tax (Revenue and Taxation Code section 11922).

Murieta Marketplace Associates LLC. , a California limited liability company ("Grantor"), the owner of that certain real property ("Property") located in the unincorporated area of the County of Sacramento, State of California, which is known as County Assessor's Parcel No. 073-0890-003, 004, 005, 009, 021, 022, 026 grants to **Rancho Murieta Community Services District**, a local government agency ("District"), a permanent and non-exclusive easement in gross (the "Easement") over, across and under a strip of the Property as described on the attached Exhibit A and as shown on the attached Exhibit B for the survey, design, installation, construction, excavation, use, operation, maintenance, repair, inspection, expansion, improvement, modification, removal, relocation and replacement of a **Water, Sewer, Storm Drainage, Recycle Water pipeline** and related valves, fittings, equipment, facilities and appurtenances; together with the following rights: (a) to reasonable ingress to, and egress from, the Easement over and across Grantor's lands for such purposes; (b) to temporarily use Grantor's lands contiguous to the Easement as may be necessary during construction-related activities; (c) to trim, cut down, clear away or remove any trees, brush, roots, other vegetation or other obstructions on the Easement that now or in the future may obstruct or interfere with the use of the Easement or access to the Easement area or pose a hazard to District equipment, facilities, employees or contractors; (d) to use gates on the Property in fences that may cross the Easement or that restrict access to the Easement; and (e) to mark the location of underground utilities by suitable markers set and maintained on the land surface above the utility line.

This Easement shall be subject to the following terms and conditions:

1. District shall have the right to use the Easement at any time without prior notice to Grantor as may be necessary or convenient for the purposes and rights described above. The Easement rights may be exercised by District and any of its employees, officers and authorized agents and contractors.

2. Grantor shall not disturb or tamper with any pipeline, valve, fitting, equipment, facility or appurtenance that District may construct or install within the Easement area. Grantor shall not construct any building, structure, or fence, conduct any

excavation, grading, drilling, tree planting or other ground-surface alteration, or install any other pipelines or underground utilities on or within the Easement area without the prior written consent of District, which consent shall not be withheld unreasonably. In the event that the District needs to access and uncover underground District facilities within the easement area, the District will restore and replace any cut asphalt concrete paving (or similar material) in accordance with District standards; however, the District will not restore or replace in kind any other improvement, structure, or features located in the District easements area that needs to be cut or removed to access the underground facility, including but not limited to: concrete curb, landscaping, irrigation, decorative paving, concrete pavement, walls, fences, signs etc. The District is additionally not responsible for any damages or costs associated with any adjacent business interruption or loss of use or access due to the need to access District facilities.

3. Grantor shall not grant to any third party any easement over, under, upon, across or through the Easement area that would unreasonably interfere with District's use of its Easement.

4. Grantor shall furnish District with keys to all gates that would otherwise restrict District's access to or within the Easement area.

5. The Easement shall run with the Property and bind, and inure to the benefit of, the successors in interest of Grantor and successors in interest and assigns of District.

6. District shall indemnify, defend, protect and hold harmless Grantor, and its officers, employees and agents, from and against any and all liability, claims, damages, expenses, and costs to the extent caused by a negligent act, error or omission, willful misconduct or violation of law of or by District or its officer, employee or authorized agent or contractor in the exercise of rights granted to District by the Easement, except any loss or damage caused by Grantor's sole negligence, gross negligence, active negligence or willful misconduct.

7. Except for the Easement rights granted to District, Grantor shall continue to have the full use, occupancy and enjoyment of the Property.

Dated: 3/9, 20 20 GRANTOR

MURITA MARKETPLACE ASSOCIATES, LLC

Name
JOHN M. SULLIVAN

Title MANAGER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On March 9, 2020 before me, Josh Bruno, notary public,
Date Here Insert Name and Title of the Officer
personally appeared John M. Sullivan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Document Date: 3-9-2020
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



EXHIBIT 'A'
UTILITY EASEMENT
MURIETA GARDENS SHOPPING CENTER

A utility easement over and across a portion of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 9 of that certain map entitled "Amended Subdivision No. 06-0514, Murieta Gardens Shopping Center", filed December 18, 2015 in Book 388 of Maps, at Page 01, Sacramento County Official Records. Situated in the County of Sacramento, State of California and being more particularly described as follows:

Commencing at the west corner common to said Lot 1 and Lot 3, thence along the west boundary of said Lot 1, being the east line of Murieta Drive (80 foot wide road) per said map, along the arc of a non-tangent curve, to the right, concave to the east, having a radius of 960.00 feet, a central angle of $10^{\circ}15'38''$, a bearing of South $77^{\circ}34'39''$ East to the center of said curve, and an arc length of 171.92 feet to the true **Point of Beginning**; thence continuing along last said curve having a central angle of $02^{\circ}41'12''$, and an arc length of 45.02 feet; thence leaving said boundary along the following 13 courses:

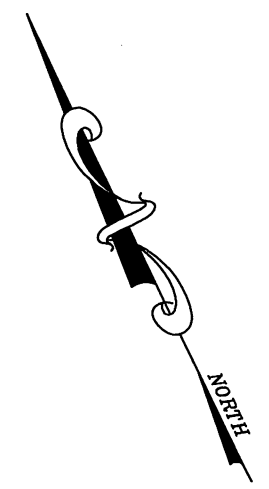
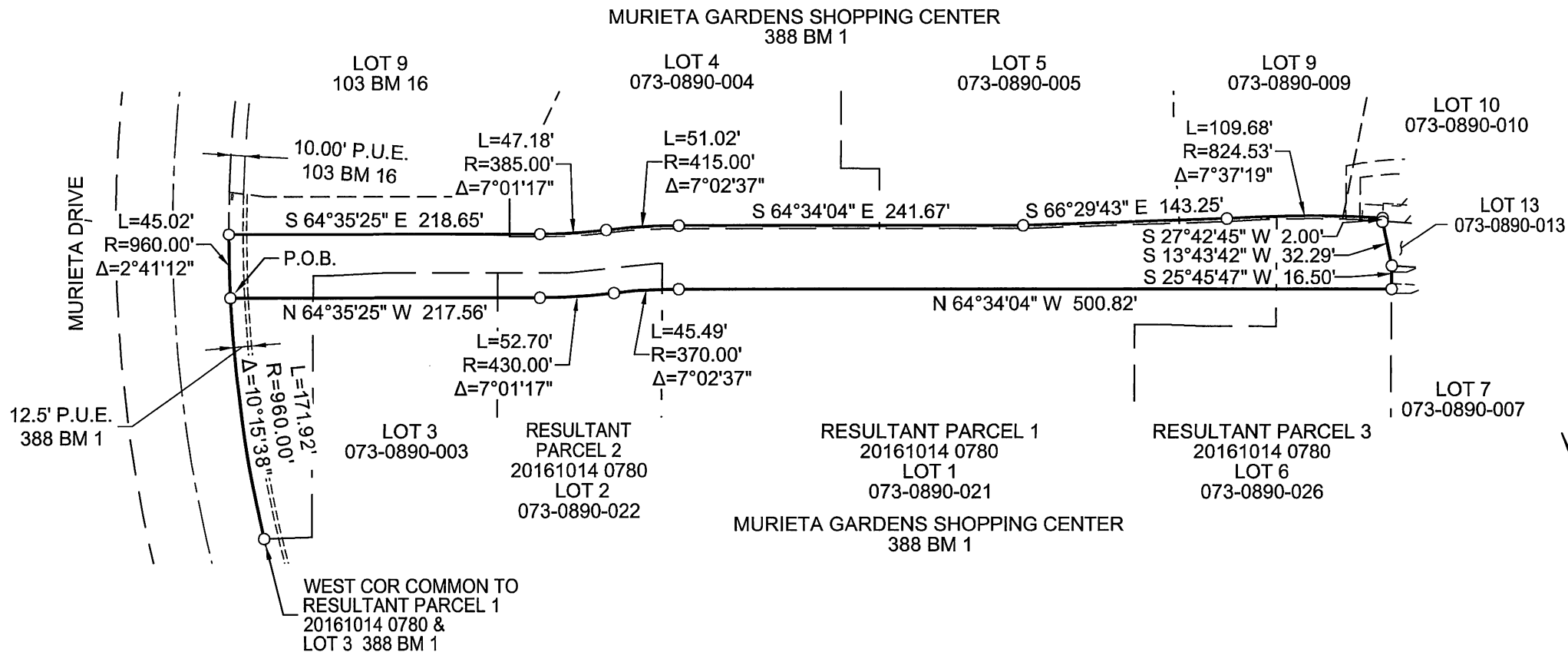
1. Thence South $64^{\circ}35'25''$ East, 218.65 feet;
2. Thence to the left along the arc of a tangent curve, concave to the north, having a radius of 385.00 feet, a central angle of $07^{\circ}01'17''$, and an arc length of 47.18 feet;
3. Thence along the arc of a reverse curve, having a radius of 415.00 feet, a central angle of $07^{\circ}02'37''$, and an arc length of 51.02 feet;
4. Thence South $64^{\circ}34'04''$ East, 241.67 feet;
5. Thence South $66^{\circ}29'43''$ East, 143.25 feet;
6. Thence to the right along the arc of tangent curve, concave to the south, having a radius of 824.53 feet, a central angle of $07^{\circ}37'19''$, and an arc length of 109.68 feet to the southeast boundary of said Lot 9;
7. Thence along said southeast boundary, South $27^{\circ}42'45''$ West, 2.00 feet to the most southerly corner of said Lot 9;
8. Thence along the southeast boundary of said Lot 1, South $13^{\circ}43'42''$ West, 32.29 feet;
9. Thence continuing along last said boundary, South $25^{\circ}45'47''$ West, 16.50 feet;
10. Thence leaving said boundary, North $64^{\circ}34'04''$ West, 500.82 feet;
11. Thence to the left along the arc of a tangent curve, concave to the southwest, having a radius of 370.00 feet, a central angle of $07^{\circ}02'37''$, and an arc length of 45.49 feet;
12. Thence along a reverse curve, having a radius of 430.00 feet, a central angle of $07^{\circ}01'17''$, and an arc length of 52.70 feet;
13. Thence North $64^{\circ}35'25''$ West, 217.56 feet to the **Point of Beginning**.

Containing 37,720 square feet, more or less.

John Karl Jeffries
3/9/20



EXHIBIT 'B'



John Karl Jeffries
3/9/20

LEGEND
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
BM BOOK OF MAPS
P.U.E. PUBLIC UTILITY EASEMENT

BAKER-WILLIAMS ENGINEERING GROUP <small>Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services 8020 Rutland Drive, Suite 19 ~ Carmichael CA 95608 (916) 331-4338 ~ fax (916) 331-4430 ~ office@bwengineers.com</small>	SCALE: 1"=100'	UTILITY EASEMENT MURIETA GARDENS SHOPPING CENTER RANCHO MURIETA SACRAMENTO COUNTY, CALIFORNIA
	JOB #: 11-01-001	
	DATE: AUG., 2017	

Recording requested by, and
when recorded return to:

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

Portion of APN 073-0890-003, 021, 022, 026
USE

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

GRANT OF EASEMENT

Conveyance to government agency -- exempt from recording fees (Government Code sections 6103 & 27383) and documentary transfer tax (Revenue and Taxation Code section 11922).

Murieta Marketplace Associates LLC. , a California limited liability company ("Grantor"), the owner of that certain real property ("Property") located in the unincorporated area of the County of Sacramento, State of California, which is known as County Assessor's Parcel No. 073-0890-003, 021, 022, 026 grants to **Rancho Murieta Community Services District**, a local government agency ("District"), a permanent and non-exclusive easement in gross (the "Easement") over, across and under a strip of the Property as described on the attached Exhibit A and as shown on the attached Exhibit B for the survey, design, installation, construction, excavation, use, operation, maintenance, repair, inspection, expansion, improvement, modification, removal, relocation and replacement of a **Water pipeline** and related valves, fittings, equipment, facilities and appurtenances; together with the following rights: (a) to reasonable ingress to, and egress from, the Easement over and across Grantor's lands for such purposes; (b) to temporarily use Grantor's lands contiguous to the Easement as may be necessary during construction-related activities; (c) to trim, cut down, clear away or remove any trees, brush, roots, other vegetation or other obstructions on the Easement that now or in the future may obstruct or interfere with the use of the Easement or access to the Easement area or pose a hazard to District equipment, facilities, employees or contractors; (d) to use gates on the Property in fences that may cross the Easement or that restrict access to the Easement; and (e) to mark the location of underground utilities by suitable markers set and maintained on the land surface above the utility line.

This Easement shall be subject to the following terms and conditions:

1. District shall have the right to use the Easement at any time without prior notice to Grantor as may be necessary or convenient for the purposes and rights described above. The Easement rights may be exercised by District and any of its employees, officers and authorized agents and contractors.

2. Grantor shall not disturb or tamper with any pipeline, valve, fitting, equipment, facility or appurtenance that District may construct or install within the Easement area. Grantor shall not construct any building, structure, or fence, conduct any excavation, grading, drilling, tree planting or other ground-surface alteration, or install any

other pipelines or underground utilities on or within the Easement area without the prior written consent of District, which consent shall not be withheld unreasonably. In the event that the District needs to access and uncover underground District facilities within the easement area, the District will restore and replace any cut asphalt concrete paving (or similar material) in accordance with District standards; however, the District will not restore or replace in kind any other improvement, structure, or features located in the District easements area that needs to be cut or removed to access the underground facility, including but not limited to: concrete curb, landscaping, irrigation, decorative paving, concrete pavement, walls, fences, signs etc. The District is additionally not responsible for any damages or costs associated with any adjacent business interruption or loss of use or access due to the need to access District facilities.

3. Grantor shall not grant to any third party any easement over, under, upon, across or through the Easement area that would unreasonably interfere with District's use of its Easement.

4. Grantor shall furnish District with keys to all gates that would otherwise restrict District's access to or within the Easement area.

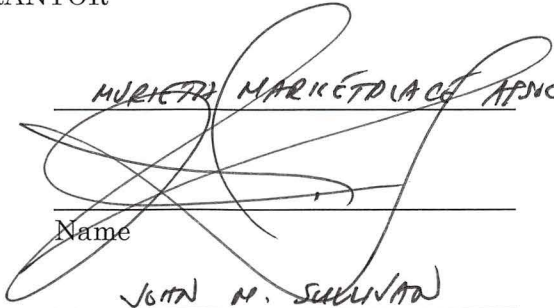
5. The Easement shall run with the Property and bind, and inure to the benefit of, the successors in interest of Grantor and successors in interest and assigns of District.

6. District shall indemnify, defend, protect and hold harmless Grantor, and its officers, employees and agents, from and against any and all liability, claims, damages, expenses, and costs to the extent caused by a negligent act, error or omission, willful misconduct or violation of law of or by District or its officer, employee or authorized agent or contractor in the exercise of rights granted to District by the Easement, except any loss or damage caused by Grantor's sole negligence, gross negligence, active negligence or willful misconduct.

7. Except for the Easement rights granted to District, Grantor shall continue to have the full use, occupancy and enjoyment of the Property.

Dated: 3/9, 2020

GRANTOR

MURKIN MARKETPLACE ASSOCIATES, LLC

Name
JOHN M. SULLIVAN
Title MANAGER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On March 9, 2020 before me, Josh Bruno, notary public
Date Here Insert Name and Title of the Officer
personally appeared John M. Sullivan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Document Date: 3-9-2020
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

EXHIBIT 'A'
WATERLINE EASEMENT
MURIETA GARDENS SHOPPING CENTER

A waterline easement over and across a portion of Lot 1, Lot 2, Lot 3, and Lot 6 of that certain map entitled "Amended Subdivision No. 06-0514, Murieta Gardens Shopping Center", filed December 18, 2015 in Book 388 of Maps, at Page 01, Sacramento County Official Records. Situated in the County of Sacramento, State of California and being more particularly described as follows:

Commencing at the west corner common to said Lot 1 and Lot 3, thence along the west boundary of said Lot 1, being the east line of Murieta Drive (80 foot wide road) per said map, along the arc of a non-tangent curve, to the right, concave to the east, having a radius of 960.00 feet, a central angle of $00^{\circ}34'51''$, a bearing of South $77^{\circ}34'39''$ East to the center of said curve, and an arc length of 9.73 feet to the **True Point of Beginning**; thence along the following 41 courses:

1. Thence continuing along last said curve, a central angle of $00^{\circ}53'43''$, and an arc length of 15.00 feet;
2. Thence leaving said boundary, South $77^{\circ}18'20''$ East, 24.34 feet;
3. Thence South $66^{\circ}03'20''$ East, 64.77 feet;
4. Thence North $23^{\circ}56'40''$ East, 15.00 feet;
5. Thence South $66^{\circ}03'20''$ East, 15.00 feet;
6. Thence South $23^{\circ}56'40''$ West, 15.00 feet;
7. Thence South $66^{\circ}03'20''$ East, 56.21 feet;
8. Thence North $23^{\circ}56'40''$ East, 15.00 feet;
9. Thence South $66^{\circ}03'20''$ East, 20.00 feet;
10. Thence South $23^{\circ}56'40''$ West, 15.00 feet;
11. Thence South $66^{\circ}03'20''$ East, 146.90 feet;
12. Thence North $23^{\circ}56'41''$ East, 16.44 feet;
13. Thence South $66^{\circ}03'19''$ East, 47.54 feet;
14. Thence South $23^{\circ}56'40''$ West, 16.44 feet;
15. Thence South $66^{\circ}03'20''$ East, 34.09 feet;
16. Thence North $23^{\circ}56'40''$ East, 15.00 feet;
17. Thence South $66^{\circ}03'20''$ East, 5.00 feet;
18. Thence South $23^{\circ}56'40''$ West, 15.00 feet;
19. Thence South $66^{\circ}03'20''$ East, 122.92 feet;
20. Thence North $23^{\circ}56'40''$ East, 15.00 feet;
21. Thence South $66^{\circ}03'20''$ East, 20.00 feet;
22. Thence South $23^{\circ}56'40''$ West, 15.00 feet;
23. Thence South $66^{\circ}03'20''$ East, 35.18 feet;
24. Thence North $23^{\circ}37'39''$ East, 15.07 feet;
25. Thence South $66^{\circ}03'20''$ East, 49.92 feet;
26. Thence South $23^{\circ}56'40''$ West, 15.07 feet;
27. Thence South $66^{\circ}03'20''$ East, 131.36 feet;
28. Thence North $25^{\circ}45'43''$ East, 6.95 feet;

29. Thence North 64°14'17" West, 18.19 feet;
30. Thence North 25°45'43" East, 5.00 feet;
31. Thence South 64°14'17" East, 18.19 feet;
32. Thence North 25°45'43" East, 115.27 feet;
33. Thence South 64°34'04" East, 15.00 feet;
34. Thence South 25°45'43" West, 126.83 feet;
35. Thence South 66°03'20" East, 10.01 feet to a point on the southeast boundary of said Lot 6;
36. Thence along said southeast boundary, South 25°45'47" West, 15.01 feet;
37. Thence leaving said boundary, North 66°03'20" West, 757.57 feet;
38. Thence South 23°56'40" West, 26.06 feet;
39. Thence North 66°03'20" West, 15.00 feet;
40. Thence North 23°56'40" East, 25.92 feet;
41. Thence North 77°18'20" West, 22.34 feet to the **Point of Beginning**.

Containing 16,769 square feet, more or less.

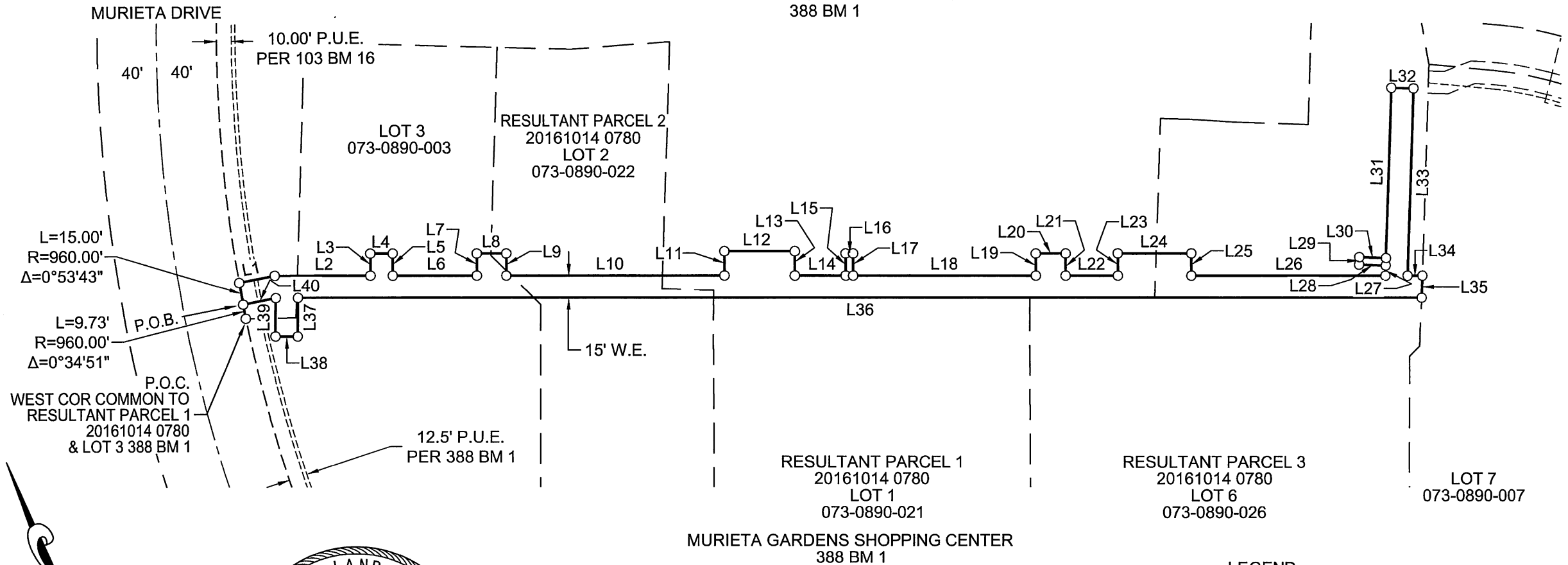


John Karl Jeffries
3/9/20

EXHIBIT 'B'

SHEET 1 OF 2

MURIETA GARDENS SHOPPING CENTER
388 BM 1



L=15.00'
R=960.00'
Δ=0°53'43"

L=9.73'
R=960.00'
Δ=0°34'51"

P.O.B.

P.O.C.
WEST COR COMMON TO
RESULTANT PARCEL 1
20161014 0780
& LOT 3 388 BM 1

LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
No. 7820
EXPIRES
12/31/2021
STATE OF CALIFORNIA

John Karl Jeffries
3/9/20

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
BM BOOK OF MAPS
W.E. WATER EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT

BAKER-WILLIAMS ENGINEERING GROUP Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services 8020 Rutland Drive, Suite 19 ~ Carmichael CA 95608 (916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com	SCALE: 1"=80'	WATER EASEMENT MURIETA GARDENS SHOPPING CENTER RANCHO MURIETA SACRAMENTO COUNTY, CALIFORNIA
	JOB #: 13-11-061	
	DATE: AUG., 2017	

EXHIBIT 'B'

SHEET 2 OF 2

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	24.34'	S 77° 18' 20" E
L2	64.77'	S 66° 03' 20" E
L3	15.00'	N 23° 56' 40" E
L4	15.00'	S 66° 03' 20" E
L5	15.00'	S 23° 56' 40" W
L6	56.21'	S 66° 03' 20" E
L7	15.00'	N 23° 56' 40" E
L8	20.00'	S 66° 03' 20" E
L9	15.00'	S 23° 56' 40" W
L10	146.90'	S 66° 03' 20" E
L11	16.44'	N 23° 56' 41" E
L12	47.54'	S 66° 03' 19" E
L13	16.44'	S 23° 56' 40" W
L14	34.09'	S 66° 03' 20" E
L15	15.00'	N 23° 56' 40" E
L16	5.00'	S 66° 03' 20" E
L17	15.00'	S 23° 56' 40" W
L18	122.92'	S 66° 03' 20" E
L19	15.00'	N 23° 56' 40" E
L20	20.00'	S 66° 03' 20" E

L21	15.00'	S 23° 56' 40" W
L22	35.18'	S 66° 03' 20" E
L23	15.07'	N 23° 37' 39" E
L24	49.92'	S 66° 03' 20" E
L25	15.07'	S 23° 56' 40" W
L26	131.36'	S 66° 03' 20" E
L27	6.95'	N 25° 45' 43" E
L28	18.19'	N 64° 14' 17" W
L29	5.00'	N 25° 45' 43" E
L30	18.19'	S 64° 14' 17" E
L31	115.27'	N 25° 45' 43" E
L32	15.00'	S 64° 34' 04" E
L33	126.83'	S 25° 45' 43" W
L34	10.01'	S 66° 03' 20" E
L35	15.01'	S 25° 45' 47" W
L36	757.57'	N 66° 03' 20" W
L37	26.06'	S 23° 56' 40" W
L38	15.00'	N 66° 03' 20" W
L39	25.92'	N 23° 56' 40" E
L40	22.34'	N 77° 18' 20" W

IBW BAKER-WILLIAMS ENGINEERING GROUP
 Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
 6020 Rutland Drive, Suite 19 ~ Carmichael, CA 95608
 (916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: N/A

JOB #: 13-11-061

DATE: AUG., 2017

WATER EASEMENT
 MURIETA GARDENS SHOPPING CENTER
 RANCHO MURIETA
 SACRAMENTO COUNTY, CALIFORNIA

RESOLUTION NO. R2020-02

A RESOLUTION OF THE BOARD OF DIRECTORS

OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT

UTILITY EASEMENT ACTIONS

BE IT RESOLVED by the Board of Directors of the Rancho Murieta Community Services District that the District approve the following Grant of Easements from Murieta Marketplace LLC, to Rancho Murieta Community Services District, copies of which are attached

- Accept Grant of Utility Easement over and across a portion of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 9, (Murieta Shopping Center). Portion of APN 073-0890-003, 004, 005, 009 , 021, 022, 026.
- Accept Grant of 15 foot Waterline Easement over and across a portion of Lot 1, Lot 2, Lot 3, and Lot 6, (Murieta Shopping Center). Portion of APN 073-0890-003, 021, 022, 026.

It is hereby accepted by the Board of Directors on behalf of the District, that the Board of Directors does hereby authorize and consent to the recordation of the previously described grant of easements, and that the District Secretary is authorized and directed to record the easements with the Sacramento County Recorder's Office.

PASSED AND ADOPTED this 15th day of April, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Les Clark, President of the Board

Rancho Murieta Community Services District

Attest:

Amelia Wilder

District Secretary



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

Date: April 3, 2020

To: Mark Martin, General Manager, Rancho Murieta CSD

From: Laurie Loaiza, Coastland Civil Engineering

cc: Paul Siebensohn, Director of Field Operations, Rancho Murieta CSD
Dane Schilling, Coastland Civil Engineering

Subject: Monument Sign Easement Encroachment – Murieta Marketplace

As requested, please find below a summary outlining the background and issues for the sign encroachment on the CIA ditch easement adjacent to Murieta Marketplace project.

- March 13: The District was verbally informed by the project Developer, John Sullivan of Cosumnes River Land (Developer), that at least one of the monument signs for Murieta Marketplace may have a CIA easement encroachment issue. A submittal package was requested, and the District was told that the sign issue would be addressed during the scheduled March 16 Developer's meeting. The meeting was subsequently cancelled by the Developer without additional follow up regarding the monument signs or a submittal package.
- March 24: After District inquiry, a sign submittal package was sent to District attention. However, construction efforts had already begun at that time without District approval. As stated in District General Manager's email on March 24, the project was put on notice that continuing with construction is at Developer's own risk.
- March 27: Coastland, as District Engineer, reviewed the submitted plan package and provided a Comment letter to Developer outlining District's concerns with the sign placement and easement encroachment. In particular, Monument Sign B (see exhibit) fully encroaches on the District easement and is positioned almost completely on top of the CIA pipeline.
- March 27: John Sullivan (Developer) and Dane Schilling discussed the District concerns as follows:
 - The Developer will coordinate with the CIA to prepare and sign an agreement that would absolve the CSD of any future maintenance issues resulting from the construction of the monument signs, particularly the easement encroachments outlined in the March 26 comment letter.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

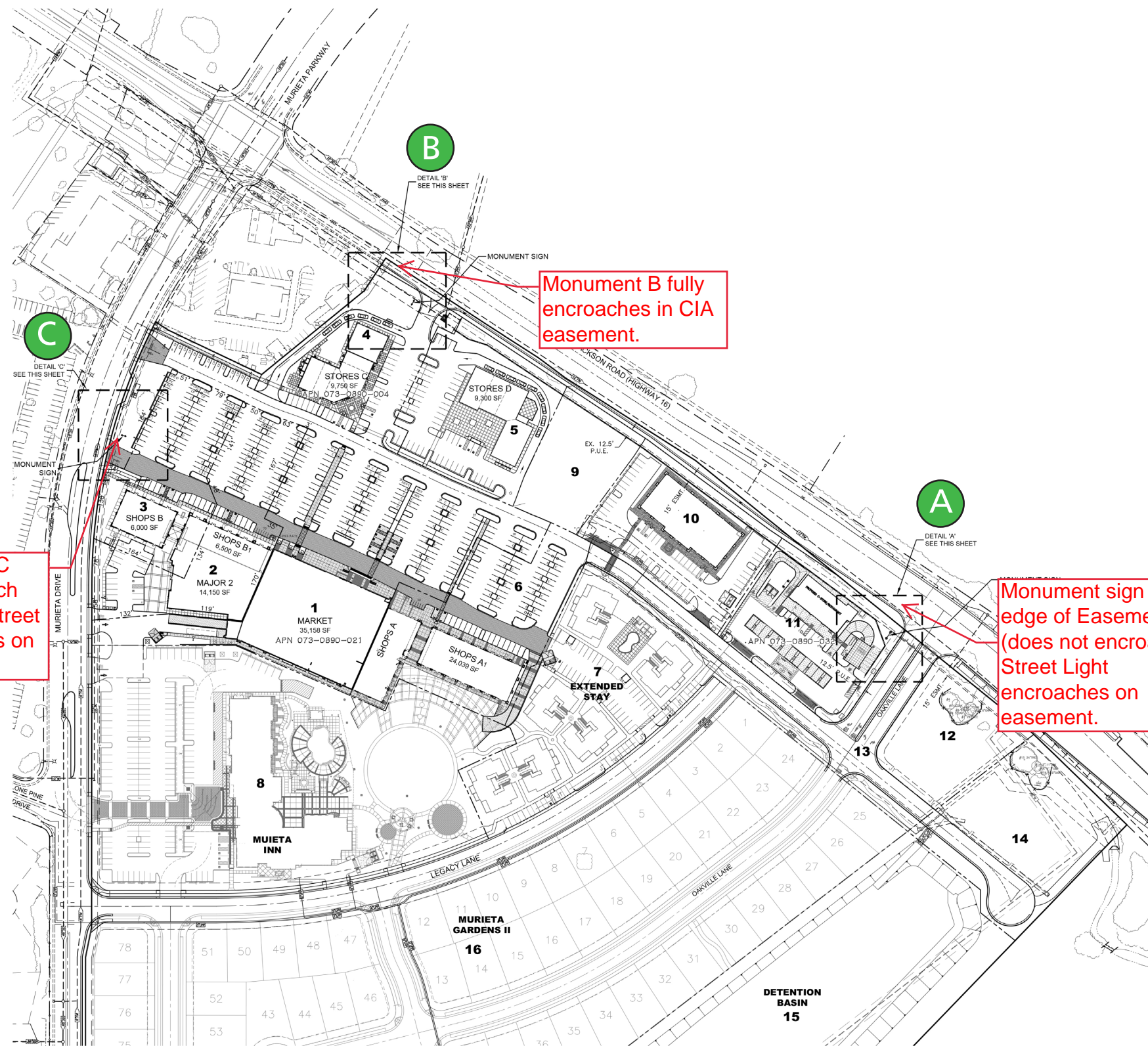
Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961

- Developer is not willing to move or alter Monument Sign A as it is out of the easement.
 - Developer is willing to move Monument Sign B back 4', which is less than the 8' requested.
 - On a side note, John Sullivan additionally mentioned that he thought there was an existing underground conduit 18-20 feet underneath the sign, which would compromise the sign if it needed maintenance. This is not shown on the plans and he promised to have his engineer (BWE) provide more information. No additional information has been received as of the date of this memo.
- April 3: Updated Comment Letter memo sent to CRL summarizing the March 27 conversation, and outlining District requirements to resolve the issue. A copy of this memo is attached for reference.



Murieta Marketplace | Site Plan



2939 Academy Way
Sacramento, California 95815

Tel 800. 927. 4762
Fax 916. 927. 2414

www.pacificneon.com

Project No: **181045-12**

Account Executive:
Mike Behnke

Project:
Murieta Marketplace

Address:
**7225 Murieta Drive
Murieta, CA 95682**

Drawn By:
Bruce Heller

Date: 10.22.18
Revision 1: 10.16.19
Revision 2: 10.30.19
Revision 3: 11.20.19
Revision 4: 11.21.19
Revision 5: 12.4.19
Revision 6: 1.8.20

X
Customer Approval

U.L. Listed
Signs to be manufactured to U.L. Specifications and will bear the U.L. Label(s). The sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Electrical Circuits
Customer to provide primary dedicated electrical circuit(s) with a separate ground to the electrical panel. L.E.D. Electronics to have a separate dedicated 120V complete circuit (No shared neutral). Common ground to electrical panel acceptable.

California Title 24 Compliant

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All print and electronic art remains the sole, copyrighted property of Pacific Neon Company and are not to be distributed, copied, e-mailed or transferred in any way without prior written release from Pacific Neon Company.



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

Date: April 3, 2020

To: John Sullivan, Cosumnes River Land

From: Dane Schilling, PE Coastland (District Engineer)

cc: Mark Martin, General Manager RMCS
Paul Siebensohn, Director of Field Operations RMCS
Laurie Loaiza, PE Coastland

Subject: Revised Development Review – Murieta Marketplace -- Monument Sign Plan Check Comments

This memo is an update to the March 27, 2020 Comment letter regarding the Monument Sign design plans by Pacific Neon submitted for review on March 24, 2020.

On March 27, 2020 the District concerns stated in the March 27 Comment Letter (attached) were discussed between Dane Schilling of Coastland and John Sullivan of CRL (Developer). This memo summarizes that conversation and provides additional District direction given that the requirements outlined in the March 27 comment letter will not be fully addressed.

1. The Developer will coordinate with the CIA to prepare and sign an agreement that would absolve the CSD of any future maintenance issues resulting from the construction of the monument signs, particularly the easement encroachments outlined in the March 27 comment letter.
2. This agreement will require that CRL/CIA assume all future maintenance impacts of the CIA facilities affected by the construction. Developer is to prepare the agreement for CSD review by staff and legal and approval if acceptable. All costs associated with this are to be paid by the Developer.

In exchange for the agreement discussed above, the District agrees to the following:

3. Monument Sign A will not be moved or altered as it is out of the easement.
4. Monument Sign B will be moved back 4', which is less than the 8' requested and still encroaches on the easement.
5. Street Lights will be left in place as shown on the plans.

The Developer mentioned an existing underground conduit 18-20 feet underneath the sign. This is not shown on the plans and the District does not have record of a utility at this depth. John is going to have the Engineer of Record (BWE) provide more information to the District.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

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

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

Date: March 27, 2020

To: John Sullivan, Cosumnes River Land

From: Dane Schilling, PE Coastland (District Engineer)

cc: Jeff Pearson, Poelman
Mark Martin, General Manager RMCS D
Paul Siebensohn, Director of Field Operations RMCS D
Laurie Loaiza, PE Coastland

Subject: Development Review – Murieta Marketplace – Monument Signs
1st Submittal Review Comments

Coastland has reviewed the documents for the above referenced project for conformance with the Rancho Murieta Community Services District Standards and Sacramento County Improvement Standards with regard to District maintained storm drain, recycled water, domestic water, and sewer improvements. Sacramento County is the lead agency and additional comments will also apply.

Submitted for Review on March 24, 2020:
- Monument Sign design plans by Pacific Neon

Civil Improvement Plan:

General Comments:

- The District was verbally informed that the monument signs may have an encroachment issue on March 13th. A submittal package was requested, and the District was told that the signs would be discussed during the scheduled March 16th Developer's meeting. The meeting was subsequently cancelled by the Developer without additional follow up regarding the monument signs or a submittal package.
- After District inquiry, a sign submittal package was sent to the District on March 24th (apparently already approved by the County). However, construction efforts had already begun at that time without District approval or prior notice to the District. As stated in District General Manager's email on March 24th, the project is put on notice that continuing with construction is at Developer's own risk.
- Provide electrical drawing indicating how the monument will be powered.
- Provide foundation design (plans, details, calculations and geotechnical report) for District review.
- Recommend that the applicant use cast in drilled hole foundations (not spread footings) to minimize potential impacts to District maintained facilities during construction.
- Applicant will be required to establish a recorded agreement that memorializes the proposed encroachments, defines liability, establishes responsibility for additional costs

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

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

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961

incurred by the District and requires relocation of signs at owner's expense for future pipe replacement or the addition of future pipes as deemed necessary by the District.

- Provide information regarding ownership of the proposed encroaching signs, such as if a business owners association will be responsible for the signs and how the underlying land will be owned or secured.
- All sign foundations shall be marked in the field by a surveyor and verified by the District before excavation begins. The District may require that District maintained facilities be physically located by potholing prior to excavation to determine actual location and depth. if the proposed foundations are in close proximity to District facilities.

Monument Sign-Location A

- Deepen the foundation nearest the pipe to a level at least 1-foot below the invert of the pipe to ensure no loads are not put on the pipe and that future excavation of the pipe does not compromise the sign foundations or require special measures to excavate the pipe.
- Note – it appears that a streetlight will be located within easement (an encroachment). The streetlight shall be constructed outside of the CIA easement.

Monument Sign-Location B

- The CIA pipe is 36-inch in diameter at this location and centered in a 40-ft easement. The proposed sign is located entirely within the CIA easement. The District's preference is to relocate the sign entirely out of the easement. Alternatively, the District would accept locating the sign to at least 8-feet away from the centerline of the pipe provided that the design shows a deepened foundation nearest the pipe to a level at least 1-foot below the invert of the pipe to ensure no loads are put on the pipe, and that future excavation of the pipe does not compromise the sign foundations or require special measures.

Monument Sign-Location C

- No District concerns with the monument sign as proposed.
- Streetlight appears to be encroaching on CSD 10-inch water main and should be relocated accordingly to establish proper clearances.

Please submit revised drawings as well as foundation design, calculations, geotechnical report and any other information pertinent to the District's review of the proposed monument signs. The District will endeavor to review and comment, or approve the project within five business days provided that all of the items above are adequately addressed.



Murieta Marketplace | Site Plan Enlargement



2939 Academy Way
 Sacramento, California 95815
 Tel 800. 927. 4762
 Fax 916. 927. 2414

www.pacificneon.com

Project No: **181045-12**

Account Executive:
Mike Behnke

Project:
Murieta Marketplace

Address:
**7225 Murieta Drive
 Murieta, CA 95682**

Drawn By:
 Bruce Heller

Date: 10.22.18
 Revision 1: 10.16.19
 Revision 2: 10.30.19
 Revision 3: 11.20.19
 Revision 4: 11.21.19
 Revision 5: 12.4.19
 Revision 6: 1.8.20

X
 Customer Approval

U.L. Listed
 Signs to be manufactured to U.L. Specifications and will bear the U.L. Label(s). The sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Electrical Circuits
 Customer to provide primary dedicated electrical circuit(s) with a separate ground to the electrical panel. L.E.D. Electronics to have a separate dedicated 120V complete circuit (No shared neutral). Common ground to electrical panel acceptable.

California Title 24 Compliant

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