



**ENGINEERING/OPERATIONAL COMMITTEE MEETING AGENDA  
TRABUCO CANYON WATER DISTRICT  
ADMINISTRATION FACILITY  
32003 DOVE CANYON DRIVE, TRABUCO CANYON, CA  
JULY 3, 2024 AT 7:00 AM**

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**COMMITTEE MEMBERS**

Michael Safranski, Committee Chair  
Stephen Dopudja, Committee Member  
Don Chadd, Committee Member Alternate

**DISTRICT STAFF**

Fernando Paludi, General Manager  
Michael Perea, District Secretary  
Lorrie Lausten, District Engineer  
Gary Kessler, Water System Superintendent  
Oscar Ulloa, Wastewater Superintendent  
Jason Stroud, Maintenance Superintendent

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**AGENDA NOTE:**

*Trabuco Canyon Water District (District) will make this Engineering/Operational Committee Meeting available by telephone audio as follows:*

**Telephone Audio:** 1 (669) 900-6833

**Access Code:** 973-7562-7682

*Persons desiring to monitor the Committee meeting agenda items may download the agenda and documents on the internet at [www.tcwd.ca.gov](http://www.tcwd.ca.gov). You may submit public comments by email to the Committee at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). In order to be part of the record, emailed comments on meeting agenda items must be received by the District at the referenced e-mail address not later than 7:00 a.m. (PDT) on the day of the meeting.*

**CALL MEETING TO ORDER**

**VISITOR PARTICIPATION**

*Members of the public wishing to address the Committee regarding a particular item on the agenda are requested to submit public comments by email to the Committee at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). The Committee Chair will call on the visitor following the Committee's discussion about the matter. Committees do not constitute a quorum of the Board of Directors and Committee Members cannot make decisions on matters. The Committee makes recommendations only to the Board of Directors. Members of the public will be given the opportunity to speak to the Committee prior to making a recommendation on the matter. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.*

**ORAL COMMUNICATION**

*Members of the public who wish to make comment on matters not appearing on the agenda are requested to submit oral communication by email to the Committee at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). Under the requirements of State Law, Directors cannot take action on items not identified on the agenda and will not make decisions on such matters. The Board President may direct District Staff to follow up on issues as may be deemed appropriate. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.*

**COMMITTEE MEMBER COMMENTS**

**REPORT FROM THE GENERAL MANAGER**

TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING AGENDA | JULY 3, 2024

**ENGINEERING MATTERS**

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**PRESENTER(S): FERNANDO PALUDI, GENERAL MANAGER  
MICHAEL PEREA, ASSISTANT GENERAL MANAGER  
LORRIE LAUSTEN, DISTRICT ENGINEER**

**ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP**

**RECOMMENDED ACTION:**

*Approve the following Engineering/Operational Committee Meeting Recap(s) and recommend that the Board receive and file same (Consent Calendar).*

1. June 5, 2024 Committee Meeting

**ITEM 2: PROFESSIONAL SERVICES AGREEMENT WITH W.M. LYLES CO. TO PERFORM SCADA INTEGRATION SERVICES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$239,657.**

**RECOMMENDED ACTION:**

*That the Board of Directors ratify the approval of a professional services agreement with W. M. Lyles Company to perform SCADA Integration Services in the amount of \$217,870 plus a 10% contingency of \$21,787, for a total not-to-exceed amount of \$239,657.*

**ITEM 3: OTHER ENGINEERING AND OPERATIONS PROJECT UPDATES**

1. Golf Club SLS Construction Update
2. Dove Dam Improvements Next Step: Preliminary Design Report RFP
3. WWTP Blower Replacement Project Status Update
4. El Toro Force Main Leak Update and Implications
5. Other projects

**RECOMMENDED ACTION:**

*Committee to receive project status updates at the time of the Committee Meeting.*

**OPERATIONAL MATTERS**

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**PRESENTER(S): GARY KESSLER, WATER SYSTEM SUPERINTENDENT  
OSCAR ULLOA, WASTEWATER OPERATIONS SUPERINTENDENT  
JASON STROUD, MAINTENANCE DEPARTMENT SUPERINTENDENT**

**ITEM 4: WATER SYSTEM UPDATES**

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**ITEM 5: WASTEWATER SYSTEM UPDATES**

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*



**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING AGENDA | JULY 3, 2024**

**ITEM 6: MAINTENANCE DEPARTMENT UPDATES**

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**REGULATORY AND OTHER MATTERS**

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**ITEM 7: OTHER MATTERS/REPORTS**

**RECOMMENDED ACTION:**

*Hear Other Matters/Reports that may have arisen after the posting of the agenda.*

**ADJOURNMENT**

**AVAILABILITY OF AGENDA MATERIALS**

*Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Trabuco Canyon Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the Trabuco Canyon Water District Administrative Facility, 32003 Dove Canyon Drive, Trabuco Canyon, California (District Administrative Facility) or will be posted online on the District's website located at [www.tcwd.ca.gov](http://www.tcwd.ca.gov). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available online at [www.tcwd.ca.gov](http://www.tcwd.ca.gov) at the same time as they are distributed to the Board Members, except that, if such writings are distributed immediately prior to or during the meeting, they will be posted online on the District's website located at [www.tcwd.ca.gov](http://www.tcwd.ca.gov).*

**COMPLIANCE WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 54954.2**

*In compliance with California law and the Americans with Disabilities Act, if you need special disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, or if you need the agenda provided in an alternative format, please contact the District Secretary at (949) 858-0277, at least 48 hours in advance of the scheduled Board meeting. Notification at least 48 hours prior to the meeting will assist the District in making reasonable arrangements to accommodate your request. The Board Meeting Room is wheelchair accessible.*



**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | JULY 3, 2024**

**ADMINISTRATIVE MATTERS**

**ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP**

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**RECOMMENDED ACTION:**

*Approve the following Engineering/Operational Committee Meeting Recap(s) and recommend that the Board receive and file same (Consent Calendar):*

- 1. June 5, 2024 Committee Meeting*

**CONTACTS (staff responsible): PALUDI/PEREA**



## TRABUCO CANYON WATER DISTRICT ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | JUNE 5, 2024

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### **DIRECTORS PRESENT**

Mike Safranski, Committee Chair  
Stephen Dopudja, Committee Member

### **STAFF PRESENT**

Fernando Paludi, General Manager  
Gary Kessler, Water Superintendent  
Oscar Ulloa, Wastewater Superintendent  
Jason Stroud, Maintenance Superintendent  
Phil Serpas, CMMS/SCADA Administrator  
Roseann Lejsek, Administrative Assistant

### **STAFF ABSENT**

Michael Perea, Assistant General Manager  
Lorrie Lausten, District Engineer

### **PUBLIC PRESENT**

None

### **CALL MEETING TO ORDER**

Director Safranski called the June 5, 2024 Engineering/Operational Committee Meeting to order at 7:00 a.m.

### **VISITOR PARTICIPATION**

No comments were received.

### **ORAL COMMUNICATION**

No comments were received.

### **COMMITTEE MEMBER COMMENTS**

None

### **REPORT FROM THE GENERAL MANAGER**

Mr. Paludi reported that a Special Board Meeting was scheduled for that evening at 5:30 pm to discuss the preparation of a rate notice which includes a Pass-Through charge and a decrease to the District's noticed rates for FY 24-25. Mr. Paludi added that there is another item on the purchase of the two new blowers for the Robinson Ranch Wastewater Treatment Plant.

### **ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP**

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Mr. Paludi presented the Engineering/Operational Committee Meeting Recap for Committee review in accordance with the agenda.

- MOTION:** Approve the Engineering/Operational Committee Meeting Recap and recommend that the Board receive and file the same (Consent Calendar) – Director Dopudja
- SECOND:** Director Safranski
- AYES:** Directors Dopudja & Safranski

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | JUNE 5, 2024**

**NOES:** None  
**ABSTAIN:** None  
**MOTION PASSED/FAILED:** Passed 2 – 0

**ITEM 2: PROJECT PARTNERS CONTRACT FOR DISTRICT STAFF AUGMENTATION**

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Mr. Paludi presented this matter for Committee consideration, and he reported that staff proposes to contract with Project Partners for a second year to provide as-needed project management support services to the District Engineer. The District’s consultant, Dave Rodriguez, has proven to be extremely knowledgeable, works well with staff and has been very helpful in moving projects forward. Director Safranski requested to see schedule management for transparency purposes; Mr. Paludi noted that the District Engineer is responsible for the scheduling of all projects.

**MOTION:** Recommend the Board of Directors authorize the General Manager to execute a contract for As-Needed Project Management Support to Project Partners for a Fiscal Year 2024-2025 in the not to exceed amount of \$155,000 (Action Calendar) – Director Dopudja  
**SECOND:** Director Safranski  
**AYES:** Directors Dopudja & Safranski  
**NOES:** None  
**ABSTAIN:** None  
**MOTION PASSED/FAILED:** Passed 2 – 0

**ITEM 3: GOLF CLUB SEWER LIFT STATION EASEMENT**

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Mr. Paludi presented this matter for Committee consideration, and he provided a brief history of the easement issue. Mr. Paludi reported that the District was granted a temporary easement during construction of the station, but that permanent easements were never finalized. Mr. Paludi stated that staff has been working with the property owner, SJS Tomorrow, LLC, to receive the permanent Grant of Easement for the Golf Club Sewer Lift Station. Mr. Paludi noted that the property owner has been very cooperative and easy to work with. Director Dopudja expressed his disappointment of this oversight; however, he was happy that the issue was being resolved.

**MOTION:** Recommend that the Board of Directors receive the Grant of Easement to the Trabuco Canyon Water District by SJS Tomorrow, LLC, for the Dove Canyon Golf Club Sewer Lift Station and authorize the District Secretary to execute said Grant of Easement (Action Calendar) – Director Dopudja  
**SECOND:** Director Safranski  
**AYES:** Directors Dopudja & Safranski  
**NOES:** None  
**ABSTAIN:** None  
**MOTION PASSED/FAILED:** Passed 2 – 0

**ITEM 4: OTHER ENGINEERING AND OPERATIONS PROJECT UPDATES**

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**1. Golf Club Sewer Lift Station Construction Update**

Mr. Paludi provided a brief update on this matter, and he reported that the project is moving along and is on schedule and within budget. Mr. Paludi noted that the District Engineer expects the project to be completed by September.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | JUNE 5, 2024**

**2. DWTP Office Trailer Update**

Mr. Kessler provided an update on this matter, and he reported that the project was moving along well. Mr. Kessler stated that the trailer rehabilitation included replacement of damaged sub-floor, restroom reconstruction, acoustic ceiling replacement, skirt replacement, and new stairs. Discussion occurred regarding the security of the site due to a recent theft incident. Mr. Stroud stated that the Maintenance Department is working on additional lighting at the site.

**3. Golf Course Recycled Water Vault Upgrade**

No report was provided for this item.

**4. WWTP Blower Room Project**

Mr. Ulloa provided an update on this matter, and he reported that operations staff is working on preparing a proposed new location for the new blowers and VFDs. Mr. Ulloa provided a comparison of the two plans, interior or exterior, and he expressed his preference for an exterior installation plan. The Committee expressed their concerns with potential noise pollution. Mr. Ulloa stated that staff has performed sound/noise testing with favorable results. Further discussion occurred regarding possible solutions to account for any noise issues. Mr. Paludi noted that the District is looking at potential energy savings with the completion of this project.

**5. Bell Canyon and Barneburg Lift Station Easements**

Mr. Paludi provided a brief update on this matter, and he reported that in addition to the Golf Club Sewer Lift Station easement, the District will also need a permanent Grant of Easement for both Bell Canyon and Barneburg Lift Stations. Mr. Paludi reported that the property owner, Dove Canyon Master Association, has requested the District pay nominal legal fees for preparing the easements, which the District has agreed to.

**6. Other Projects – Live Oak Pipeline Upgrade**

Mr. Paludi reported that the Live Oak Pipeline upgrade design will be starting in a few weeks.

**ITEM 5: WATER SYSTEM UPDATES**

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Mr. Kessler reviewed the projects and repairs for the prior month, and he reported that Water Operations staff had completed the following tasks:

1. Worked with contractor to replace 8” inline isolation valve on Glen Echo in the Dove Canyon community.
2. Replaced 2” curb stop on Hemingway Drive.
3. Serviced 47 valves in the Dove Canyon community.
4. Worked with New Dimensions (Contractor) on Dimension Water Treatment Plant (DWTP) office rehabilitation.

Mr. Kessler presented the Water System Summary for Committee review, and he reported that the District is meeting the majority of potable demands utilizing the groundwater treatment facility. Mr. Kessler stated that once the wells dry up, the District will take water from Ridgeline and possibly the Plano Intertie. Discussion occurred regarding the District’s challenges with utilizing Irvine Lake as a water source.

**MOTION:** None – Informational item only.

**ITEM 6: WASTEWATER SYSTEM UPDATES**

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Mr. Ulloa reviewed the projects and repairs for the prior month, and he reported that Wastewater Operations staff had completed the following tasks:

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | JUNE 5, 2024**

1. Worked with Ferreira Construction to repair an emergency 12” sewer force main line break at El Toro Lift Station.
2. Cleaned a major section of Santiago Canyon Road sewer pipeline with the assistance of a third-party traffic control contractor.
3. Replaced a submersible pump at Golf Club Sewer Lift Station in the Dove Canyon community.
4. Installed and tested new emergency back-up high-level dialers at Golf Club and Plano Sewer Lift Stations.

Mr. Ulloa presented the Recycled Water System Summary for Committee review, and he reported that he did not have the most current numbers. Mr. Ulloa reported that the recycled water reservoir and Dove Lake are at full capacity and prepared for increased system demands during the summer months. Mr. Ulloa commented that Dove Lake can pull more water with the new barge pump. Mr. Ulloa also briefly reported on the sewer force main line break at El Toro Lift station, and he stated that an old air-vac failed which resulted in spilling approximately six thousand gallons, half of which was captured.

**MOTION:** None – Informational item only.

**ITEM 7: MAINTENANCE DEPARTMENT UPDATES**

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Mr. Stroud reviewed the projects and repairs for the prior month, and he reported that Maintenance staff completed the following tasks:

**Projects and Repairs**

Maintenance staff performed and/or completed the following tasks and projects:

**Water Operations**

1. Assisted Operations with hydrostatic tank inspection at Canyon Creek Booster Pump Station.
2. Installed new Rotron blower at the DWTP filter building.

**Wastewater Operations**

1. Assisted Operations with removing a stage one pump for repairs at Golf Club Sewer Lift Station and sending to contractor for repairs.
2. Assisted Operations on emergency 12” sewer force main line break at El Toro Lift Station.
3. Worked with Pulsco and SS Mechanical (Contractors) on restoring surge tank operational controls at El Toro Sewer Lift Station after sewer line repair.

**District Fleet Upgrades & Other Projects**

1. Prepared and participated in the Water Awareness Day event.
2. Continued with weed abatement at Robinson Ranch Wastewater Treatment Plant.

**MOTION:** None – Informational item only.

**ITEM 8: OTHER MATTERS/REPORTS**

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Mr. Paludi reported that discussions continue with the developer regarding the acceptance of the Saddle Crest water and sewer systems and onsite facilities. Mr. Kessler stated that Operations have replaced three leaking domestic service curb stops in the development. Discussion occurred regarding possible reasons for leaks and system/facility acceptance process.

**MOTION:** None

**TRABUCO CANYON WATER DISTRICT  
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**ADJOURNMENT**

Director Safranski adjourned the June 5, 2024 Engineering/Operational Committee Meeting at 7:58 a.m.

DRAFT

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | JULY 3, 2024**

**ENGINEERING MATTERS**

**ITEM 2: PROFESSIONAL SERVICES AGREEMENT WITH W.M. LYLES CO. TO PERFORM SCADA INTEGRATION SERVICES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$239,657**

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Trabuco Canyon Water District contracted with TESCO Controls to perform a District-wide upgrade of the Supervisory Control and Data Acquisition (SCADA) system. The project was phased over several agreements and fiscal years, totaling approximately \$3,450,000. The project was scheduled to be completed in Fiscal Year 2023-24 (FY 24) and \$400,000 was budgeted in the FY 24 CIP budget (to complete portions of two outstanding TESCO agreements). However, due to significant delays, faulty equipment and other serious contract performance issues, the District terminated the outstanding agreements with TESCO on April 1, 2024. Although staff is still negotiating a close out invoice with TESCO, it is estimated that roughly half of the \$400,000 budget for FY 24 will have been spent.

At the time of the termination of the TESCO agreements, the District issued a temporary contract to W.M. Lyles (Lyles) on an emergency basis to address critical communications failures and other urgent work that needed to be completed at the Trabuco Creek Wells Facility and other stations. Lyles was selected primarily because they hired several programmers and integrators from TESCO that had worked on the District SCADA project and thus have a sound working knowledge of District systems and facilities.

Because Lyles has performed well for the District over the past several months, a scope has been developed to specifically address the remaining elements of the SCADA upgrade project, namely hardware and software installation at Robinson Ranch pump station and the cut-over of 19 sites to Ignition software plus testing and training for District staff. Because of the urgent need for a complete, functioning SCADA system, staff is proposing to enter into a professional services agreement with Lyles on a sole-source basis for a fee \$217,870, not including a second phase that will include on-site deployment of Ignition. Because of widespread problems currently being encountered with the work already completed, Lyles cannot offer a reliable proposal and fee for final deployment until the first phase has been completed.

After the SCADA upgrade project is complete, it is staff's intention to issue a Request for Proposals for SCADA integration support services to assist in maintaining the system.

**FUNDING SOURCE:**

Capital Improvement Program

**FISCAL IMPACT (PROJECT BUDGET):**

Not-to-exceed fee of \$239,657.

**ENVIRONMENTAL COMPLIANCE:**

Not applicable.

**RECOMMENDED ACTION:**

*Recommend the Board of Directors ratify the approval of a professional services agreement with W. M. Lyles Company to perform SCADA Integration Services in the amount of \$217,870 plus a 10% contingency of \$21,787, for a total not-to-exceed amount of \$239,657. (Action Calendar).*

**EXHIBIT(S):**

Exhibit 1: Draft Professional Services Agreement with W.M. Lyles Co.

**CONTACTS (staff responsible): PALUDI/PEREA/SERPAS**

# PROFESSIONAL SERVICES CONTRACT FOR SCADA INTEGRATION SERVICES

**THIS CONTRACT** (“Contract”) is entered into on June 24, 2024, by and between **Trabuco Canyon Water District**, hereinafter called “TCWD,” and **W.M. Lyles CO.**, hereinafter called “Consultant.”

**WHEREAS**, TCWD desires certain services hereinafter described and Consultant is capable of providing and desires to provide such service.

**NOW, THEREFORE**, TCWD and Consultant, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

## SECTION I

### SCOPE OF SERVICE

- 1.1 The services to be performed under this Contract are as described in Appendix One hereunto attached and by this reference made a part hereof (“Scope of Services”). In the event that a conflict or contradiction is discovered between the proposal language and TCWD’s standard Contract terms, TCWD’s standard Contract terms shall prevail. Such service shall be performed by employees of the Consultant, operating as an independent contractor, and not by or as employees of TCWD.

## SECTION II

### DUTIES OF CONSULTANT

- 2.1 Standards. All work performed by Consultant or under its direction shall be rendered in accordance with the accepted practices and to the standards of Consultant’s business or industry.

Employees or agents of Consultant who are experienced and skilled in their business and in accordance with the standards of work in their respective professions hereunder shall perform all services. Consultant’s findings, recommendations, and professional advice shall be based on practices and procedures customary in its profession. Consultant shall provide additional services needed to correct any deficiency in its work at no additional cost or expense to TCWD.

- 2.2 Additional Work. Consultant shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in writing by TCWD’s General Manager. The cost of such additional work shall be reimbursed to Consultant by TCWD on the same basis as provided in Section IV. TCWD shall not incur any liability related to any work performed

beyond the scope of this Contract until such change has been approved in writing by the General Manager.

- 2.3 Security and Safety. If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the responsibility of Consultant, excluding therefrom the security and safety of any TCWD facility within the job site not under the control of Consultant.

In providing its services hereunder, unless otherwise specifically called for in the Scope of Services, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material present on the project site either prior to Consultant's commencement of work or by reason other than due to the actions of the Consultant. In the event that TCWD becomes aware of the presence of asbestos or hazardous material at the job site, TCWD shall be responsible for complying with all applicable federal and state rules and regulations and shall immediately notify Consultant, which shall then be entitled to cease any of its services that may be affected by such presence, without any liability to Consultant arising therefrom.

- 2.4 Consultations. Consultant shall meet with TCWD personnel, or third parties as necessary, on all matters related to the carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party. Consultant shall obtain TCWD's review and approval of completed work monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

- 2.5 Data. Consultant agrees that all data and information, including without limitation specifications, designs, drawings, reports, and blueprints, generated in the performance of this Contract and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Contract shall be and remain the sole property of TCWD, with the exception of any intellectual property rights expressly contained therein, owned or created by Consultant prior to the effective date of this Contract; and/or created wholly outside the scope of this Contract. Consultant understands and agrees that all copyright and patent rights arising under this Contract belong to and shall constitute the property of TCWD, unless otherwise stated herein. Consultant hereby assigns any and all rights under copyright and patent law to TCWD and agrees to assist TCWD in perfecting the same. Consultant shall deliver all data and information to TCWD upon TCWD's request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection of all data and information until such delivery to TCWD. Except as otherwise provided in this Contract, said documents shall be delivered to TCWD without additional cost to TCWD. Any reuse or modification of Consultant's work product without Consultant's permission shall be at TCWD's sole risk.

- 2.6 Subcontracting. Any work to be performed by subcontractors shall be performed by the subcontractors identified in Consultant’s proposal, and no substitutions shall be made without TCWD’s prior written authorization (Appendix Two).
- 2.7 Prevailing Wages. Consultant acknowledges that the work to be performed pursuant to this Contract is related to a Public Works Project, as defined in Labor Code Section 1720 *et. seq.* To the extent applicable to the Scope of Services to be performed under this Contract, pursuant to Labor Code Section 1771, for public works project greater than \$1,000, Consultant shall pay the general prevailing rate of per diem wages to all workers employed on contracted projects as established by the California Department of Industrial Relations (“DIR”). Consultant and any subcontractor performing work under this CONTRACT shall be registered with DIR and qualified to perform work pursuant to Labor Code Sections 1725.5 and 1771.1. Consultant shall be responsible for providing proof of current registration for both Consultant and any subcontractor prior to performing any work, and contracts with unregistered contractors shall be subject to cancellation by the District. Consultant acknowledges that this Contract is subject to compliance monitoring and enforcement by DIR. Labor Code Sections 1735, 1775, 1776, 1777.5-1777.7, and 1810-1815 are incorporated into and are a fully operative part of this Agreement, and Consultant shall be responsible for compliance therewith. If the Consultant performs work for TCWD that Consultant contends is otherwise exempt from prevailing wage requirements contained in the Labor Code or the California Code of Regulations, Consultant shall provide a letter of exemption to TCWD stating the applicable basis for its contention. TCWD may, in its sole discretion, review and evaluate the Consultant’s proposed exemption(s) and obtain the opinion of a qualified third-party regarding the validity of the exemption(s) and to accept or reject Consultant’s notice.

### **SECTION III**

#### **DUTIES OF TCWD**

- 3.1 Provision of Information. TCWD shall make available to Consultant all data and information in the possession of TCWD that TCWD deems necessary to the preparation of the work, and TCWD shall actively aid and assist Consultant in obtaining such information from other agencies and individuals. Except as specifically provided in the scope of services, Consultant shall be entitled to rely upon the accuracy of data and information provided by TCWD or others without independent review or evaluation.
- 3.2 Review of Progress of Work. TCWD Management may authorize a staff person as a representative to confer with Consultant relative to Consultant’s services hereunder. The work in progress hereunder shall be reviewed from time to time by TCWD at the discretion of TCWD or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, TCWD will inform Consultant of the changes or revisions necessary to secure approval.

## SECTION IV

### FEES AND PAYMENTS

- 4.1 Payment Schedule. Payment for the services hereinabove described shall be made upon a schedule and within the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work. In the event that a conflict or contradiction is discovered between the proposal language and TCWD's standard Contract terms, TCWD's standard Contract terms shall prevail.
- 4.2 Statements. Unless otherwise specified in said Appendix Two, Consultant's fees shall be payable on monthly statements. Such statements shall give a detail of time worked by each class of employee, services (or tasks) performed, and the expenses incurred for which billing is made and shall contain the following affidavit signed by a principal of the firm of Consultant:

"I hereby certify as principal of the firm of **W.M. Lyles CO.** that the charge of \$ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Contract dated , and has not been previously paid."

## SECTION V

### CHANGES IN WORK

- 5.1 Extra/Changed Work. TCWD may order major changes in scope or character of the work, either decreasing or increasing the amount of Consultant's services. Increased compensation for major changes shall be determined in accordance with Appendix Two hereof, or as otherwise agreed to, in writing, between the parties.
- 5.2 Change of Schedule. In the event that major changes are ordered, the schedule for completion as stated in Appendix Three hereto will be adjusted by negotiation between Consultant and TCWD.
- 5.3 Change Authorization. No representative of TCWD, other than the General Manager, is authorized to obligate TCWD to pay the cost or value of services beyond the scope thereof as herein described. Except in the event of an emergency, all changes authorized by the General Manager shall be in writing. TCWD shall not incur any liability related to any change until such change has been approved in writing by the General Manager.

## SECTION VI

### TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

- 6.1 Commencement of Work. Consultant shall begin work upon receipt by it of written Notice to Proceed from TCWD Management. Said Notice shall not be issued until after this Contract has been approved and authorized by TCWD.
- 6.2 Completion Schedule. The schedule for completion of the work shall be as shown upon Appendix Three hereunto attached and made a part hereof. Consultant shall complete the work set forth in Appendix One in accordance with the schedule for completion shown in Appendix Three.
- 6.3 Suspension of Services. TCWD may, at any time and without cause, suspend all or a portion of the services of Consultant for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume the service on receipt from TCWD of a notice of resumption of services. Any change to the Contract, price, or time of completion sought by Consultant as a result of suspension hereunder, shall be processed as a change order under the provisions of Section V hereof.

## SECTION VII

### DELAYS AND EXTENSIONS

- 7.1 Delays. In the event Consultant is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Three. Consultant must submit to TCWD all claims for adjustments to the Schedule for Completion within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

## SECTION VIII

### TERMINATION

- 8.1 Termination by TCWD. TCWD may terminate this Contract at any time by giving Consultant written notice thereof. Upon termination, Consultant will be paid for that portion of the work completed prior to termination.
- 8.2 Termination by Consultant. Consultant may terminate this Contract upon written notice to TCWD should TCWD fail to fulfill duties as set forth in Section III or IV.
- 8.3 Effect Upon Records. Upon termination, Consultant shall turn over to TCWD all of the documents, records, and papers related to this Contract, which shall, at the option of TCWD,

become TCWD property. TCWD shall not be liable for any costs other than as specified in this Contract.

8.4 Examination of Records. TCWD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Contract.

8.5 Change in Consultant's Status. The financial capability and status of Consultant were substantial inducements for TCWD to enter into this Contract. Therefore, Consultant shall, and hereby specifically acknowledges its duty to do so, notify TCWD of any significant financial change, or significant change in status of Consultant within seven (7) days of significant financial change or significant change in status. "Significant financial change" or "significant change in status" shall mean the following:

- Any action(s) by which Consultant shall consolidate with, merge, or convert the Consultant into another partnership or corporation,
- Any filing of bankruptcy by the Consultant (or any of its partners),
- Loss of Consultant's professional qualifications, and
- The fact that Consultant is no longer in compliance with federal or state equal opportunity laws.

## **SECTION IX**

### ATTORNEY'S FEES

9.1 If either party brings an action or proceeding against the other party by reason of default of any term or condition of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to recover, as an element of its cost of suit, and not as damages, reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The "prevailing party" as the term is used herein, shall be the party who is entitled to recover costs of suit, whether or not such suit proceeds to final judgment, and shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief sought in such action.

## **SECTION X**

### INDEMNIFICATION-HOLD HARMLESS

10.1 To the maximum extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify TCWD, as well as TCWD's directors, officers, officials, employees, and authorized volunteers, from and against any and all liabilities, claims, demands, causes of action, costs (including reasonable attorney fees and litigation costs), losses, damages, or expenses (collectively, "Liabilities"), of every nature that:

- (i) for design professionals, arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and its employees or agents connected directly or indirectly with or to the performance of services under this Contract; or
- (ii) for all other professionals, arise out of or in direct, or indirect, connection with Consultant's performance of services under this Contract.

The obligations under this Section shall exclude Liabilities that (i) arise from TCWD's sole negligence and willful acts, or (ii) with respect to design professionals, arise from either the active negligence of TCWD, or any passive negligence of TCWD not caused at least in part by Consultant. For purposes of this section, "design professional" shall include only those professionals identified in California Civil Code section 2782.8(c), when Consultant is contracting to provide such services. The prevailing party shall be entitled to recover any and all legal expenses and costs (including attorney's fees) incurred in any action to enforce the indemnity, hold harmless, or defense provisions set forth in this Section. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by TCWD or its directors, officers, officials, employees, and authorized volunteers.

## **SECTION XI**

### INSURANCE

- 11.1 Consultant shall comply with all of the insurance requirements set forth in Appendix Four attached hereto.

## **SECTION XII**

### MISCELLANEOUS PROVISIONS

- 12.1 Gratuities. Consultant warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to TCWD's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.
- 12.2 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Contract.
- 12.3 Project Manager. Consultant shall designate within its proposal its project manager or project representative, who shall have the authority to act on behalf of Consultant for all purposes

under this Contract. TCWD Management reserves the right to approve the project manager assigned by Consultant to said work. In the event TCWD disapproves of the project manager assigned to perform work under this Contract, TCWD shall notify Consultant in writing. Consultant shall meet and confer with TCWD Management within ten (10) days of such written notice, and, absent an agreement to the contrary, assign a new project manager within five (5) days of such meeting. Any substitution of Consultant's project manager shall first be approved in writing by TCWD, which shall not unreasonably hold such approval.

12.4 Limitation on Assignment. All services to be furnished under this Contract shall be deemed professional services. As such, the Consultant shall have neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in or obligations under this Contract without the prior written consent of TCWD.

12.5 Status of Consultant. Consultant is employed to render a contract service only, and any payments made to Consultant are compensation solely for such services as Consultant may render. Consultant shall at all times retain the status of an independent contractor with TCWD. Nothing within this Contract shall be construed so as to make Consultant, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with TCWD.

In order to confirm its status as an independent contractor to TCWD under current law, Consultant represents to TCWD as follows:

[Check as applicable]

(a)  Consultant will be providing one or more of the following professional services: (1) attorney services, (2) engineering services, (3) private investigatory services, (4) accountancy services, (5) stockbroker or municipal advisory services, and/or (6) direct-sales services.

(b)  Consultant will be providing professional services of

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and (i) maintains a separate business location, (ii) maintains a business license/professional service licenses or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.

(c)  Consultant is providing "business to business" services where Consultant is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates and similar, and (iii) does not require a California contractor's license in order to provide the services set out in this Agreement.

- 12.6 Licensing. Consultant warrants that they have complied, and shall comply, with any and all applicable state licensing requirements.
- 12.7 Entire Contract. This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement, or promise related to the subject matter of this Contract which is not contained in this Contract shall be valid or binding.
- 12.8 Ownership of Work. All work performed pursuant hereto shall, upon completion, become the property of TCWD. In the event the work is not completed, the completed portions thereof shall become the property of TCWD.
- 12.9 Waiver. Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party hereto with any term, condition, or requirements set forth in this Contract. Either party to this Contract may specifically and expressly waive, in writing, any breach of any term, condition, or requirement of this Contract by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained within such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Contract that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to an act, except as otherwise specified in this Contract
- 12.10 Job Costing. Any opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of TCWD. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to TCWD.
- 12.11 Notices. Any notice, request, demand, consent or approval, or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

To TCWD:

Trabuco Canyon Water District  
Attention: Fernando Paludi,  
General Manager  
32003 Dove Canyon Dr  
Trabuco Canyon, CA 92679

To Consultant: W.M. Lyles CO.

W.M. Lyles CO.  
Attention: Tony Mueller,  
Senior Vice President, COO  
9332 Tech Center Drive, Suite 200  
Sacramento, CA 95826

- 12.12 Jurisdiction. The parties hereby understand and agree that this Contract, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court of the County of Orange, State of California.
- 12.13 Amendments. No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing signed by the authorized representative of both of the parties hereto.
- 12.14 Signatories The signatories hereto do warrant that they are appropriately authorized to execute this Contract on behalf of the party for which they signed.

DRAFT

**IN WITNESS WHEREOF**, the parties have executed this Contract the day first hereinabove written.

**W.M. LYLES CO**

**TRABUCO CANYON WATER DISTRICT**

By: \_\_\_\_\_  
Tony Mueller, Senior Vice President,  
COO

By: \_\_\_\_\_  
Fernando Paludi, General Manager

Print Name: \_\_\_\_\_

DRAFT

## **APPENDIX ONE**

### **SCOPE OF SERVICES**

The following Scope of Work (SOW) includes, but is not limited to, the services to be rendered by the Consultant.

In the event that a conflict or contradiction is discovered between the proposal language and TCWD's standard contract terms, TCWD's standard Contract terms shall prevail.

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DRAFT

**Bid Date: 6/19/2024****Quote Number: 56-2024-0111 Rev1****Re: SCADA Ignition Cutover Phase 1 - Trabuco Canyon Water District**We are pleased to provide the following lump sum proposal for work on the above referenced project.**Scope Discussion with Trabuco Canyon Water District**

TCWD Request: Ignition Cutover – Finalize a complete Ignition Software integration/testing of all remaining sites not currently on the Ignition SCADA system and necessary training of the new platform, including appropriate Username/passwords and appropriate credentials/permissions.

- a. WML SI Response: Due to size and complexity of this task, we propose breaking up this into two phases. **First phase is to validate SCADA application with PLCs, and to correct any minor issues.** Phase two will be to address major issues (if any) and deploy onsite. Once all sites have been validated, a formal training will be held.
- i. **Phase 1 – Lump Sum Proposal**
    1. **Validate SCADA Application with PLCs and Correct Minor Issues (In-House & Display Testing Only – Not Including Full Control Logic Testing)**
  - ii. Phase 2 – Lump Sum Proposal (Following Completion of Phase 1)

Item	Qty	Description	Reference
1.	Lot	<b>Sites Included in the Ignition Cutover Phase 1 Activities to include:</b> 1. Dimension WTP 2. Ridgeline Booster Station 3. Tick Creek Urban Water Pump Station 4. Cove Creek Urban Water Pump Station 5. Falcon Booster Station 6. Topanga Booster Station 7. El Toro Lift Station 8. Santiago Lift Station 9. El Toro Booster Station 10. Cook's Reservoir 11. Barneburg Lift Station 12. Bell Canyon Lift Station 13. Trabuco Tanks 14. Harris Grade Tanks 15. Heritage Lift Station 16. Golf Club Lift Station 17. GWTF (The Wells) 18. Dove Lake Runoff Pump Station 19. <i>Dove Canyon Recycled Pump Station (See Clarifications*)</i>	Email Discussions & Investigation Efforts
<b>Associated Professional Services</b>			
	Lot	<ul style="list-style-type: none"> <li>• Project Management</li> <li>• SCADA Programming               <ul style="list-style-type: none"> <li>○ Ignition Cutover Phase 1 Activities</li> </ul> </li> </ul>	
<b>Project Total (Includes NO Associated Tax &amp; Freight) =</b>			<b>\$34,615.00</b>

## Terms and Conditions

1. This Proposal is Valid for 30 days from the Date of this Quotation
2. This Proposal Excludes Payment and Performance Bonds
  - A. If Required: Add **0.5%** to the Price Above
3. This Proposal is Based on Mutually Agreeable Contract Terms and Conditions to be Negotiated and Executed Prior to any Work Being Performed
4. This Proposal is Based on a Standard 8-Hour Workday and 40-Hour Workweek – No On-Site Overtime, Weekend, or Holiday Work has Been Included or Allowed
  - A. Additional Mobilizations Requested Will be Invoiced on a Time & Material Basis
5. **Addenda Acknowledged: 0**
6. **Submittal Duration: Approximately XX-XX Weeks After Receipt of a Purchase Order**
7. **Delivery of Equipment: Approximately 4-6 Weeks After Formal Engineer of Record Submittal Approval**
  - A. Written Submittal Approval is Required for a Notice to Proceed with the Purchase of Products
  - B. Due to Current Manufacturer Lead Time Constraints Affecting the Industry, Anticipated Delivery Durations are Subject to Change and Updates Will be Provided to the Customer as Timeframe Constraints Occur
8. W. M. Lyles System Integration Division Proposal Includes FOB Job Site Full Freight
9. W. M. Lyles System Integration Division includes a 12-month Warranty from the Date of the Equipment Installation or 18-Months from the Date of Shipment (Unless an Extended Warranty is Specified and Defined in the Above Proposal)
  - A. Includes Coverage for Defects or Failures of Materials Provided
10. Schedule of Work is Subject to an Approved Agreeable Timeline Between the Owner, General Contractor, Electrical Contractor, and W. M. Lyles System Integration Division
11. Interest will be Applied on All Past Due Invoices
12. Final Retention to be Paid Within 10 Days After Project Completion
13. Terms are Net 30 Days on Approved Credit Accounts

## Clarifications and Exclusions

1. This Proposal is Based on the Following Clarifications and Exclusions:
  - A. **Equipment & Services by Others** (Excluded)
    1. **WWTP Ignition Cutover (Not Developed in Ignition – Site is Currently Being Upgraded by Beavens)**
    2. **Crystal Canyon SBR (The Oaks) – (Site is Not Upgraded to Date & Not Included in Ignition Cutover)**
    3. **Saddle Crest Booster Pump Station (Removed Per Request – Future Upgrade)**
    4. **Robinson Ranch Booster Station (Quoted Separately – Not Currently within the Ignition SCADA System)**
  - B. **Specific Design Clarifications**
    1. **Phase 2 Activities Not Included in the Above Scope of Work (Formal Determination of Scope to Follow Phase 1 Completion)**
    2. **WML SI Quoted Upgrades to Dove Canyon Recycled Water Pump Station that Need to be Completed Before the Ignition Cutover can be Finalized for this Site**
  - C. **Typical Equipment & Services Exclusions** (Unless Specifically Defined on the Above Scope)
    1. Local Control Stations
    2. Junction and Pull Boxes
    3. Disconnect Switches
    4. Security Equipment (Cameras, DVRs, Card Readers, Etc.)
    5. Conduit, Field Wire and Tubing
    6. Basic Trade Materials (Screws, Bolts, Brackets, Stanchions, Sunshields, Anchor Bolts, Etc.)
    7. Fiber Optic Patch Panels, Fiber Optic Cable, Fiber Optic Cable Testing and Terminations
    8. **3<sup>rd</sup> Party Testing, Harmonic Testing / Analysis, Protective Device Coordination Studies, Short Circuit Studies, and Arc-Flash Hazard Analysis / Training**
    9. Electrical Interconnection Wiring Diagrams, ISA Loop Diagrams and Signal Loop Diagrams for Equipment Not Provided by W. M. Lyles System Integration Division or When Specifications Do Not Define the Require for these Specific Professional Services
    10. Liquidated Damages when Manufacturer or Vendor Timeframe Constraints Occur Outside of the W. M. Lyles System Integration Division's Control
    11. Video Taping of Professional Services (3<sup>rd</sup> Party Video Taping is Acceptable)
    12. Approved Submittals are Considered to Meet the Needs of the Project Specifics Based on the Engineer of Records Review, Comments and Approval
      - A. Requests for Modifications to the Equipment or Professional Services After Submittal Approval Will Require a Change Order Before Any Modifications Occur Regardless of Schedule Constraints
    13. Equipment & Services Not Specifically Defined in the Above Scope of Work

Thank you for the opportunity to submit this proposal and please reach out if any questions arise.

W. M. Lyles, Co.  
System Integration Division

A handwritten signature in black ink, appearing to read 'T. Fassio', with a long horizontal flourish extending to the right.

Tim Fassio  
SI Estimating Manager  
[Tim.Fassio@WMLylesCo.com](mailto:Tim.Fassio@WMLylesCo.com)  
Cell Phone: 530-499-0405

**Bid Date: 6/14/2024****Quote Number: 56-2024-0112****Re: SCADA Communication Upgrade - Trabuco Canyon Water District**

We are pleased to provide the following lump sum proposal for work on the above referenced project.

TCWD Request: Overall SCADA System Communications – QA/QC radio backbone to ensure consistent and efficient communications.

WML SI Provided a Communication QA/QC Approach document to help expose the process for the SCADA Communication Upgrade. Due to the complexity, an accurate level of effort cannot be entirely captured, but WML SI has prioritized and generated a level of effort for what we consider to be critical to TCWD.

Once the quotation is reviewed, our team members will discuss the details with TCWD to ensure all parties are clear on the coverage of this quotation.

Item	Qty	Description	Reference
1.	Lot	<b>Existing Ignition Software Redundancy</b> to include: <ul style="list-style-type: none"> <li>Verify Ignition Configuration</li> <li>Network Capture and Review</li> </ul>	Email Discussions & System Review
2.	Lot	<b>Existing SCADA Communication Drive</b> to include: <ul style="list-style-type: none"> <li>Review Current Configuration</li> <li>Modify Communication Driver to Prioritize Critical Sites</li> <li>Modify Communication Driver to Prioritize Data Sheets</li> <li>Adjust and Group Sites Per Available Throughput</li> <li>Network Capture and Review</li> </ul>	Email Discussions & System Review
3.	Lot	<b>Client Sessions</b> to include: <ul style="list-style-type: none"> <li>Review and Adjust RDS Settings as Needed</li> <li>Network Capture and Review at Each Radio</li> </ul>	Email Discussions & System Review
4.	Lot	<b>Existing Radios</b> to include: <ul style="list-style-type: none"> <li>Network Capture and Review of Each Radio</li> </ul>	Email Discussions & System Review
5.	Lot	<b>Diagnostic Screen</b> to include: <ul style="list-style-type: none"> <li>Enable SNMP in All Equipment</li> <li>Modify Routers and Firewalls for SNMP Traffic</li> <li>Add &amp; Configure SNMP Driver to KepServerEX</li> <li>Create Diagnostic Screen in Ignition</li> </ul>	Email Discussions & System Review
6.	Lot	<b>Two-(2) SNMP Kepware Drivers Licenses</b>	Email Discussions & System Review
<b>Associated Professional Services</b>			
	Lot	<ul style="list-style-type: none"> <li>Project Management</li> <li>SCADA Programming (Existing Ignition)</li> <li>Networking &amp; Telemetry</li> </ul>	
<b>Project Total (Includes Associated Tax &amp; Freight on Software) =</b>			<b>\$89,775.00</b>

## Terms and Conditions

1. This Proposal is Valid for 30 days from the Date of this Quotation
2. This Proposal Excludes Payment and Performance Bonds
  - A. If Required: Add **0.5%** to the Price Above
3. This Proposal is Based on Mutually Agreeable Contract Terms and Conditions to be Negotiated and Executed Prior to any Work Being Performed
4. This Proposal is Based on a Standard 8-Hour Workday and 40-Hour Workweek – No On-Site Overtime, Weekend, or Holiday Work has Been Included or Allowed
  - A. Additional Mobilizations Requested Will be Invoiced on a Time & Material Basis
5. **Addenda Acknowledged: 0**
6. **Submittal Duration: Approximately XX-XX Weeks After Receipt of a Purchase Order**
7. **Delivery of Equipment: Approximately XX-XX Weeks After Formal Engineer of Record Submittal Approval**
  - A. Written Submittal Approval is Required for a Notice to Proceed with the Purchase of Products
  - B. Due to Current Manufacturer Lead Time Constraints Affecting the Industry, Anticipated Delivery Durations are Subject to Change and Updates Will be Provided to the Customer as Timeframe Constraints Occur
8. W. M. Lyles System Integration Division Proposal Includes FOB Job Site Full Freight
9. W. M. Lyles System Integration Division includes a 12-month Warranty from the Date of the Equipment Installation or 18-Months from the Date of Shipment (Unless an Extended Warranty is Specified and Defined in the Above Proposal)
  - A. Includes Coverage for Defects or Failures of Materials Provided
10. Schedule of Work is Subject to an Approved Agreeable Timeline Between the Owner, General Contractor, Electrical Contractor, and W. M. Lyles System Integration Division
11. Interest will be Applied on All Past Due Invoices
12. Final Retention to be Paid Within 10 Days After Project Completion
13. Terms are Net 30 Days on Approved Credit Accounts

## Clarifications and Exclusions

1. This Proposal is Based on the Following Clarifications and Exclusions:
  - A. **Equipment & Services by Others** (Excluded)
    1. N / A
  - B. **Specific Design Clarifications**
    1. N / A
  - C. **Typical Equipment & Services Exclusions** (Unless Specifically Defined on the Above Scope)
    1. Local Control Stations
    2. Junction and Pull Boxes
    3. Disconnect Switches
    4. Security Equipment (Cameras, DVRs, Card Readers, Etc.)
    5. Conduit, Field Wire and Tubing
    6. Basic Trade Materials (Screws, Bolts, Brackets, Stanchions, Sunshields, Anchor Bolts, Etc.)
    7. Fiber Optic Patch Panels, Fiber Optic Cable, Fiber Optic Cable Testing and Terminations
    8. **3<sup>rd</sup> Party Testing, Harmonic Testing / Analysis, Protective Device Coordination Studies, Short Circuit Studies, and Arc-Flash Hazard Analysis / Training**
    9. Electrical Interconnection Wiring Diagrams, ISA Loop Diagrams and Signal Loop Diagrams for Equipment Not Provided by W. M. Lyles System Integration Division or When Specifications Do Not Define the Require for these Specific Professional Services
    10. Liquidated Damages when Manufacturer or Vendor Timeframe Constraints Occur Outside of the W. M. Lyles System Integration Division's Control
    11. Video Taping of Professional Services (3<sup>rd</sup> Party Video Taping is Acceptable)
    12. Approved Submittals are Considered to Meet the Needs of the Project Specifics Based on the Engineer of Records Review, Comments and Approval
      - A. Requests for Modifications to the Equipment or Professional Services After Submittal Approval Will Require a Change Order Before Any Modifications Occur Regardless of Schedule Constraints
    13. Equipment & Services Not Specifically Defined in the Above Scope of Work
    14. Noise Mitigation Equipment and/or Noise Barriers
    15. Ventilation Equipment and Team Watch Resources for Work Required in Confined Spaces
    16. Removal, Replacement and/or Relocation of Existing Utilities

Thank you for the opportunity to submit this proposal and please reach out if any questions arise.

W. M. Lyles, Co.  
System Integration Division

A handwritten signature in black ink, appearing to read 'T. Fassio', with a long horizontal flourish extending to the right.

Tim Fassio  
SI Estimating Manager  
[Tim.Fassio@WMLylesCo.com](mailto:Tim.Fassio@WMLylesCo.com)  
Cell Phone: 530-499-0405

**Bid Date: 6/20/2024**

**Quote Number: 56-2024-0116 Rev 1**

**Re: Robinson Ranch Booster Pump Station RTU Improvements - Trabuco Canyon Water District**

Item	Qty	Description	Reference
1.	1	<b>RTU Control Panel</b> to include: <ul style="list-style-type: none"> <li>Wall Mount NEMA 12 – Powder Coated Galvanized Enclosure (30” W x 36” H x 12” D)</li> <li>Distribution Circuit Breakers as Required</li> <li>Surge Protection Device ‘SPD’</li> <li>Power Supplies</li> <li>Programmable Logic Controller ‘PLC’ (Modicon M340)</li> <li>7” Operator Interface Terminal ‘OIT’ (C-More)</li> <li>Managed Ethernet Switch (Siemens)</li> <li>900MHz Radio (MDS Orbit)</li> <li>Lightning Arrestor</li> <li>1000VA Uninterruptible Power Supply ‘UPS’ (Phoenix Contact)</li> <li>Two-(2) 24VDC Batteries</li> <li>Simplex Receptacle</li> <li>Nameplates, Terminal Blocks and Relays as Required</li> </ul>	Example Submittal Provided by TCWD
2.	1	<b>Yagi Antenna with Coax Cable &amp; Mounting Brackets</b> (Pole/Mast by Hydrotech Electric)	Example Submittal Provided by TCWD
<b>3<sup>rd</sup> Party Electrical Contractor Services</b>			
3.	Lot	<b>Electrical Subcontractor Services (Robinson Ranch Pump Station)</b> to include: <ul style="list-style-type: none"> <li>Demolition of Existing RUGID RTU Panel</li> <li>Installation of the New WML-SI Furnished RTU Panel</li> <li>Supply and Installation of New Conduit, Boxes and Wiring as Required for 120V Power &amp; Controls</li> <li>Supply and Installation of New Conduit, Boxes and Wiring as Required for 120V Power &amp; Controls</li> <li>Supply and Installation of New Conduit, Boxes and Wiring as Required for 24V &amp; 4-20mA Controls / Signals</li> <li>Supply and Install One-(1) 2” GRC Antenna Mast with Weather Head                                     <ul style="list-style-type: none"> <li>Installation and Terminations of WML SI Supplied Antenna</li> </ul> </li> <li>Unwitnessed &amp; Witnessed I/O Checks and Assistance with Start-Up</li> </ul>	Hydrotech Electric Scope of Supply
<b>Associated WML SI Professional Services</b>			
	Lot	<ul style="list-style-type: none"> <li>Project Management</li> <li>Engineering (Submittals and O&amp;M Manuals)</li> <li>PLC &amp; OIT Programming                             <ul style="list-style-type: none"> <li><b>Modicon M340 &amp; C-More</b></li> </ul> </li> <li>SCADA Programming                             <ul style="list-style-type: none"> <li><b>Modifications to the Existing Ignition SCADA System</b></li> </ul> </li> <li>Networking &amp; Telemetry                             <ul style="list-style-type: none"> <li><b>Radio Configuration and Testing</b></li> <li><b>Managed Ethernet Switch Configuration and Testing</b></li> </ul> </li> <li>Manufacturing Services (Assembly, Wire and In-House Testing)</li> <li>Field Services (Start-Up &amp; Commissioning of WM Lyles Provided Equipment)</li> </ul>	
<b>Project Total (Includes Associated Tax &amp; Freight) =</b>			<b>\$84,500.00</b>

## Terms and Conditions

1. This Proposal is Valid for 30 days from the Date of this Quotation
2. This Proposal Excludes Payment and Performance Bonds
  - A. If Required: Add **0.5%** to the Price Above
3. This Proposal is Based on Mutually Agreeable Contract Terms and Conditions to be Negotiated and Executed Prior to any Work Being Performed
4. This Proposal is Based on a Standard 8-Hour Workday and 40-Hour Workweek – No On-Site Overtime, Weekend, or Holiday Work has Been Included or Allowed
  - A. Additional Mobilizations Requested Will be Invoiced on a Time & Material Basis
5. **Addenda Acknowledged: 0**
6. **Submittal Duration: Approximately 2-3 Weeks After Receipt of a Purchase Order**
7. **Delivery of Equipment: Approximately 12-16 Weeks After Formal Engineer of Record Submittal Approval**
  - A. Written Submittal Approval is Required for a Notice to Proceed with the Purchase of Products
  - B. Due to Current Manufacturer Lead Time Constraints Affecting the Industry, Anticipated Delivery Durations are Subject to Change and Updates Will be Provided to the Customer as Timeframe Constraints Occur
8. W. M. Lyles System Integration Division Proposal Includes FOB Job Site Full Freight
9. W. M. Lyles System Integration Division includes a 12-month Warranty from the Date of the Equipment Installation or 18-Months from the Date of Shipment (Unless an Extended Warranty is Specified and Defined in the Above Proposal)
  - A. Includes Coverage for Defects or Failures of Materials Provided
10. Schedule of Work is Subject to an Approved Agreeable Timeline Between the Owner, General Contractor, Electrical Contractor, and W. M. Lyles System Integration Division
11. Interest will be Applied on All Past Due Invoices
12. Final Retention to be Paid Within 10 Days After Project Completion
13. Terms are Net 30 Days on Approved Credit Accounts

## Clarifications and Exclusions

1. This Proposal is Based on the Following Clarifications and Exclusions:
  - A. **Equipment & Services by Others** (Excluded)
    1. N / A
  - B. **Specific Design Clarifications**
    1. ~~Upsized the 7" OIT to a 12" OIT to Follow TCWD Recent Project Requests~~
  - C. **Typical Equipment & Services Exclusions** (Unless Specifically Defined on the Above Scope)
    1. Local Control Stations
    2. Junction and Pull Boxes
    3. Disconnect Switches
    4. Security Equipment (Cameras, DVRs, Card Readers, Etc.)
    5. Conduit, Field Wire and Tubing
    6. Basic Trade Materials (Screws, Bolts, Brackets, Stanchions, Sunshields, Anchor Bolts, Etc.)
    7. Fiber Optic Patch Panels, Fiber Optic Cable, Fiber Optic Cable Testing and Terminations
    8. **3<sup>rd</sup> Party Testing, Harmonic Testing / Analysis, Protective Device Coordination Studies, Short Circuit Studies, and Arc-Flash Hazard Analysis / Training**
    9. Electrical Interconnection Wiring Diagrams, ISA Loop Diagrams and Signal Loop Diagrams for Equipment Not Provided by W. M. Lyles System Integration Division or When Specifications Do Not Define the Require for these Specific Professional Services
    10. Liquidated Damages when Manufacturer or Vendor Timeframe Constraints Occur Outside of the W. M. Lyles System Integration Division's Control
    11. Video Taping of Professional Services (3<sup>rd</sup> Party Video Taping is Acceptable)
    12. Approved Submittals are Considered to Meet the Needs of the Project Specifics Based on the Engineer of Records Review, Comments and Approval
      - A. Requests for Modifications to the Equipment or Professional Services After Submittal Approval Will Require a Change Order Before Any Modifications Occur Regardless of Schedule Constraints
    13. Equipment & Services Not Specifically Defined in the Above Scope of Work
    14. Noise Mitigation Equipment and/or Noise Barriers
    15. Ventilation Equipment and Team Watch Resources for Work Required in Confined Spaces
    16. Removal, Replacement and/or Relocation of Existing Utilities

Thank you for the opportunity to submit this proposal and please reach out if any questions arise.

W. M. Lyles, Co.  
System Integration Division

A handwritten signature in black ink, appearing to read 'T. Fassio', with a long horizontal flourish extending to the right.

Tim Fassio  
SI Estimating Manager  
[Tim.Fassio@WMLylesCo.com](mailto:Tim.Fassio@WMLylesCo.com)  
Cell Phone: 530-499-0405

**Bid Date: 6/10/2024****Quote Number: 56-2024-0102****Re: Dove Canyon Recycled Water Pump Station - Trabuco Canyon Water District**We are pleased to provide the following lump sum proposal for work on the above referenced project.

Item	Qty	Description	Reference
1.	Lot	<b>On-Site Programming Reconfiguration of the Existing Operator Interface Terminal</b>	On-Site Review of Existing Equipment & PLC Program Review
<b>Associated Professional Services</b>			
	Lot	<ul style="list-style-type: none"> <li>• Project Management</li> <li>• OIT Programming Additions to the Existing OIT               <ul style="list-style-type: none"> <li>○ Existing C-More (Model EA9-TCL)                   <ul style="list-style-type: none"> <li>▪ In-House Program Development</li> <li>▪ On-Site Program Implementation and Testing</li> </ul> </li> </ul> </li> </ul>	
<b>Project Total (Includes NO Associated Tax &amp; Freight) =</b>			<b>\$8,980.00</b>

**Terms and Conditions**

1. This Proposal is Valid for 30 days from the Date of this Quotation
2. This Proposal Excludes Payment and Performance Bonds
  - A. If Required: Add **0.5%** to the Price Above
3. This Proposal is Based on Mutually Agreeable Contract Terms and Conditions to be Negotiated and Executed Prior to any Work Being Performed
4. This Proposal is Based on a Standard 8-Hour Workday and 40-Hour Workweek – No On-Site Overtime, Weekend, or Holiday Work has Been Included or Allowed
  - A. Additional Mobilizations Requested Will be Invoiced on a Time & Material Basis
5. **Addenda Acknowledged: 0**
6. **Submittal Duration: Approximately XX-XX Weeks After Receipt of a Purchase Order**
7. **Delivery of Equipment: Approximately XX-XX Weeks After Formal Engineer of Record Submittal Approval**
  - A. Written Submittal Approval is Required for a Notice to Proceed with the Purchase of Products
  - B. Due to Current Manufacturer Lead Time Constraints Affecting the Industry, Anticipated Delivery Durations are Subject to Change and Updates Will be Provided to the Customer as Timeframe Constraints Occur
8. W. M. Lyles System Integration Division Proposal Includes FOB Job Site Full Freight
9. W. M. Lyles System Integration Division includes a 12-month Warranty from the Date of the Equipment Installation or 18-Months from the Date of Shipment (Unless an Extended Warranty is Specified and Defined in the Above Proposal)
  - A. Includes Coverage for Defects or Failures of Materials Provided
10. Schedule of Work is Subject to an Approved Agreeable Timeline Between the Owner, General Contractor, Electrical Contractor, and W. M. Lyles System Integration Division
11. Interest will be Applied on All Past Due Invoices
12. Final Retention to be Paid Within 10 Days After Project Completion
13. Terms are Net 30 Days on Approved Credit Accounts

## Clarifications and Exclusions

1. This Proposal is Based on the Following Clarifications and Exclusions:

**A. Equipment & Services by Others** (Excluded)

1. N / A

**B. Specific Design Clarifications**

1. **SCADA Ignition Modifications Not Captured Within Project (Separate SCADA Ignition Cut Over Project Will Incorporate the Needed Signals for Dove Canyon)**

**C. Typical Equipment & Services Exclusions** (Unless Specifically Defined on the Above Scope)

1. Local Control Stations
2. Junction and Pull Boxes
3. Disconnect Switches
4. Security Equipment (Cameras, DVRs, Card Readers, Etc.)
5. Conduit, Field Wire and Tubing
6. Basic Trade Materials (Screws, Bolts, Brackets, Stanchions, Sunshields, Anchor Bolts, Etc.)
7. Fiber Optic Patch Panels, Fiber Optic Cable, Fiber Optic Cable Testing and Terminations
8. **3<sup>rd</sup> Party Testing, Harmonic Testing / Analysis, Protective Device Coordination Studies, Short Circuit Studies, and Arc-Flash Hazard Analysis / Training**
9. Electrical Interconnection Wiring Diagrams, ISA Loop Diagrams and Signal Loop Diagrams for Equipment Not Provided by W. M. Lyles System Integration Division or When Specifications Do Not Define the Require for these Specific Professional Services
10. Liquidated Damages when Manufacturer or Vendor Timeframe Constraints Occur Outside of the W. M. Lyles System Integration Division's Control
11. Video Taping of Professional Services (3<sup>rd</sup> Party Video Taping is Acceptable)
12. Approved Submittals are Considered to Meet the Needs of the Project Specifics Based on the Engineer of Records Review, Comments and Approval
  - A. Requests for Modifications to the Equipment or Professional Services After Submittal Approval Will Require a Change Order Before Any Modifications Occur Regardless of Schedule Constraints
13. Equipment & Services Not Specifically Defined in the Above Scope of Work
14. Noise Mitigation Equipment and/or Noise Barriers
15. Ventilation Equipment and Team Watch Resources for Work Required in Confined Spaces
16. Removal, Replacement and/or Relocation of Existing Utilities

Thank you for the opportunity to submit this proposal and please reach out if any questions arise.

W. M. Lyles, Co.  
System Integration Division



Tim Fassio  
SI Estimating Manager  
[Tim.Fassio@WMLylesCo.com](mailto:Tim.Fassio@WMLylesCo.com)  
Cell Phone: 530-499-0405

## APPENDIX TWO

### FEE SCHEDULE

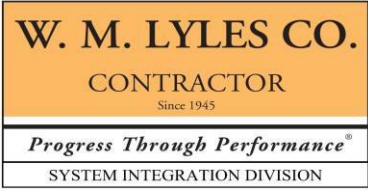
All fees shall conform to W.M. Lyles CO. proposal dated June 24, 2024, with a total not to exceed amount for the term of \$217,870, as stated in the attached proposal:

Additional work shall be provided on a time and materials basis, in accordance with W.M. Lyles CO. 2024 Hourly Rate Sheet.

In the event that a conflict or contradiction is discovered between the proposal language and TCWD's standard contract terms set forth in the Contract, TCWD's standard Contract terms shall prevail.

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W. M. Lyles Co. System Integration – 2024 Hourly Rate Sheet

**Firm**

W. M. Lyles Co.  
System Integration Division

**Proficiencies**

- Project Understanding and Scope Development
- Value Engineering Review
- Electrical I&C Engineering Services
- Project Management
- Electrical Equipment & Instrumentation Supply
- PLC Programming Services
- SCADA Programming Services
- Network & Telemetry Services
- On-Site Product Reconfiguration Services
- Instrumentation and Electrical Component Start-Up, Commissioning and Training Services

Employee Classification	Standard Hourly Rate	Overtime Hourly Rate	Double-Time Hourly Rate
Estimating Review	\$225.00	N / A	N / A
Project Management	\$225.00	N / A	N / A
Electrical I&C Engineering	\$225.00	\$350.00	\$550.00
Automation Engineer (PLC)	\$225.00	\$350.00	\$550.00
Automation Engineer (SCADA)	\$225.00	\$350.00	\$550.00
Automation Engineer (Networking & Telemetry)	\$250.00	\$375.00	\$600.00
Assembly, Wire & Test (In-House)	\$200.00	\$275.00	\$450.00
Field Service Technician	\$225.00	\$350.00	\$550.00

Minimum Cost Per On-Site Request

- 4 Hours (Drive Time Not Included)

Hardware / Material Requests

- Lump Sum Quotation (Includes Associated Professional Services, Tax and Freight – If Applicable)

Hourly Rate Categories

- Standard Rates: 1 to 8 Hours (On-Site)
- Overtime Rates: Hours 9 to 12 (After 8 Hours On-Site)
  - MUST BE PRE-AUTHORIZED BY WML SI DIVISION MANAGER
- Double-Time Rates: Hours 12+ (After 12 Hours On-Site)
  - MUST BE PRE-AUTHORIZED BY WML SI DIVISION MANAGER

W. M. Lyles Bonding Capabilities

- 0.5% Bond Rate
- \$1,000,000,000.00 Bonding Capacity



## Terms and Conditions

1. This Proposal Excludes Payment and Performance Bonds
  - A. If Required: Add **0.5%** to the Price Above
2. This Proposal is Based on Mutually Agreeable Contract Terms and Conditions to be Negotiated and Executed Prior to any Work Being Performed
3. This Proposal is Based on a Standard 8-Hour Workday and 40-Hour Workweek – No On-Site Overtime, Weekend, or Holiday Work has Been Included or Allowed (Unless Approved by WML SI Division at the Time of the Request)
  - A. Additional Mobilizations Requested Will be Invoiced on a Time & Material Basis
4. **Delivery of Equipment: Approximately XX-XX Weeks After Formal Engineer of Record Submittal Approval**
  - A. Written Submittal Approval is Required for a Notice to Proceed with the Purchase of Products
  - B. Due to Current Manufacturer Lead Time Constraints Affecting the Industry, Anticipated Delivery Durations are Subject to Change and Updates Will be Provided to the Customer as Timeframe Constraints Occur
5. W. M. Lyles System Integration Division Proposal Includes FOB Job Site Full Freight
6. W. M. Lyles System Integration Division includes a 12-month Warranty from the Date of the Equipment Installation or 18-Months from the Date of Shipment (Unless an Extended Warranty is Specified and Defined in the Above Proposal)
  - A. Includes Coverage for Defects or Failures of Materials Provided
7. Schedule of Work is Subject to an Approved Agreeable Timeline Between the Owner, General Contractor, Electrical Contractor, and W. M. Lyles System Integration Division
8. Interest will be Applied on All Past Due Invoices
9. Final Retention to be Paid Within 10 Days After Project Completion
10. Terms are Net 30 Days on Approved Credit Accounts

## Clarifications and Exclusions

This Proposal is Based on the Following Clarifications and Exclusions:

1. **Saturday Working Hours are Billed at Two-(2) Times the Standard Rate Defined Above** (Max of 8-Hours On-Site Allowed on Saturday's – Not Including Drive Time)
2. **Sunday Working Hours are Billed at Three-(3) Times the Standard Rate Defined Above** (Max of 8-Hours On-Site Allowed on Sunday's – Not Including Drive Time)
3. **Holiday Working Hours are Billed at Three-(3) Times the Standard Rate Defined Above** (Max of 8-Hours On-Site Allowed on Holiday's – Not Including Drive Time)
4. **Airfare, Rental Equipment, Lodging and Meals (Travel Expenses) are Billed at Cost Plus 25% Overhead**
5. **Minimum Cost Per On-Site Request is 4 Hours (Drive Time Included)**
  - A. \$100.00 Per Hour for Employee Drive Time Cost + \$1.00 Per Mile (Applies to All Requests)
6. **Hardware & Material Requests**
  - A. Lump Sum Quotation (Includes Associated Professional Services, Tax and Freight – If Applicable)

Thank you for the opportunity to submit this proposal and please reach out if any questions arise.

W. M. Lyles, Co.  
System Integration Division



Tim Fassio  
SI Estimating Manager  
[Tim.Fassio@WMLylesCo.com](mailto:Tim.Fassio@WMLylesCo.com)  
Cell Phone: 530-499-0405

## APPENDIX THREE

### SCHEDULE FOR COMPLETION

The schedule for completion will commence upon the execution date of this contract for services, and will follow the W.M. Lyles CO. schedule, to be completed by June 30, 2025.

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## APPENDIX FOUR

### INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, sub-contractors, or sub-consultants. Such insurance shall comply with the requirements set forth in this Appendix Four.

**A. Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$4,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to TCWD) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** Consultant hereby agrees, and the insurer providing such coverage shall agree, to waive all rights of subrogation against TCWD, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not TCWD has received a waiver of subrogation from the insurer.
4. **Professional Liability** - Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

**OR**

**Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – To the extent Consultant will be providing technology related services, Cyber Liability Insurance (Technology Professional Liability), with limits not less than \$2,000,000 per occurrence or claim,

and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**If Claims Made Policies:**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, TCWD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to TCWD.

**B. Other Required Provisions:**

1. The general liability policy must contain, or be endorsed to contain, the following provisions:
  - a. **Additional Insured Status:** TCWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
  - b. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to TCWD, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by TCWD its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

2. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to TCWD.
3. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by TCWD. TCWD may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or TCWD.
4. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by TCWD.
5. **Verification of Coverage** – Consultant shall furnish TCWD with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by TCWD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. TCWD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
6. **Renewal of Coverage** - Consultant shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant’s insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to TCWD within five (5) days of the expiration of the coverages.
7. **Sub-contractors/Sub-consultants** - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that TCWD its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | JULY 3, 2024**

**ENGINEERING MATTERS**

**ITEM 3: OTHER ENGINEERING AND OPERATIONS PROJECT UPDATES**

---

1. Golf Club SLS Construction Update
2. Dove Dam Improvements Next Step: Preliminary Design Report RFP
3. WWTP Blower Replacement Project Status Update
4. El Toro Force Main Leak Update and Implications
5. Other Projects

**RECOMMENDED ACTION:**

*Committee to receive project status updates at the time of the Committee Meeting.*

**EXHIBIT(S):**

1. Golf Club SLS Construction Report
2. WWTP Blower Exhibit and Cost Estimate

**CONTACTS (staff responsible): PALUDI/PEREA/LAUSTEN**

**Golf Club Sewer Lift Station  
Improvement Project  
TCWD Project No. 2122-010**

Construction Report  
May 2024



**I. GENERAL PROJECT INFORMATION**

***Contract*** Golf Club Sewer Lift Station Improvement Project

***Contractor*** Pacific Hydrotech Corporation (PHC)

***Contract Time***

Original Calendar Days: 200 Calendar Days  
from Notice to Proceed

Notice to Proceed: January 29, 2024

Original Contract Completion Date: August 16, 2024

Allowed Calendar Days via Change  
Orders: 0 Days

*Revised Completion Date via Potential  
Change Order:* October 4, 2024

Weather-Related Delay Days: 3 Days

***Contract Price***

Original Contract Amount: \$1,889,300.00

Approved Change Order Amount: \$0.00

Revised Contract Amount: \$1,889,300.00

## II. CONSTRUCTION MANAGER SUMMARY

This report provides a summary of activities in May 2024 for the Golf Club Sewer Lift Station Project.

In the beginning of May 2024, Pacific Hydrotech Corporation (PHC), started and continued to coat the interior of the Bypass Wet Well performed by their subcontractor, Techno Coatings. Initially, Techno Coatings installed scaffolding inside and prepared the interior surface of the Bypass Wet Well by sandblasting efforts and cleanup of residual materials. These efforts were observed and inspected by MCM Consulting's (MCM's) coating inspector, CSI, Inc. The Bypass Wet Well received a Raven Epoxy, primer application and the liner application by Techno Coatings, and observed and inspected by CSI, Inc.

PHC continued to finish the subgrade around the Bypass Wet Well and Diversion Manhole, and other efforts to tidy the project site. Upon completion of compacting the subgrade, MCM's field materials inspector, GMU, proceeded to probe and test the field compaction, and field results were found to meet compaction requirements. PHC proceeded to complete repairs and realignment for a portion of a pre-existing and unmarked, 1-1/2-inch PVC water line discovered during the excavation of the Bypass Wet Well on March 19, 2024. Also, PHC received delivery of aggregate base material in preparation for installation and placement for a leveled area to accommodate the Temporary Bypass System.

Soon after the lining application for the Bypass Wet Well was completed, Techno Coatings proceeded to mobilize and sandblast the Diversion Manhole. Upon acceptance by CSI, Inc., Techno Coatings applied the primer and lining applications. Final inspections were performed by CSI, Inc. on the lining applications for the Bypass Wet Well and Diversion Manhole, any discrepancies that were noted by CSI, Inc., Techno Coatings mitigated them, and were able to demobilize from the project site. CSI, Inc. and GMU provided written results based on their field observations and inspections.

PHC accessed the Bypass Wet Well substructure and installed the Overflow Pipe. Concurrently, PHC removed surplus excavated materials to haul offsite.

A Temporary Bypass Workshop was scheduled with TCWD Engineering and Operations, JIG Consultants, Pacific Hydrotech – along with Hydrotech Electric (electrical subcontractor) and HERC Rentals (Temporary Bypass vendor/supplier). This Workshop was conducted to ensure that TCWD Staff and Pacific Hydrotech/HERC understand the functions of the Temporary Bypass System and the communication lines once the Temporary Bypass System is in-place.

Subsequent to the Workshop and due to the long lead delivery of components to support the Temporary Bypass System, PHC temporarily, demobilized from the project site on May 14, 2024, and is expected to return to the project site during the week of June 3, 2024, to start the installation of the Temporary Bypass System.

### III. CONSTRUCTION ACTIVITIES FOR THIS REPORTING PERIOD

The following work activities were performed during this reporting period:

- PHC's coating subcontractor, Techno Coatings, continued and completed the interior, lining application of the Bypass Wet Well and Diversion Manhole.
- PHC completed repairs and realignment of an unmarked, domestic water line. This domestic water line provided water to the existing Golf Club Lift Station.
- PHC finished subgrade placement around the Bypass Wet Well and Diversion Manhole and placed aggregate base material as a leveled area for the upcoming Temporary Bypass System.
- PHC accessed the Bypass Wet Well substructure and installed the Overflow Pipe.
- Completed and conducted the Temporary Bypass System Workshop with TCWD Staff, JIG Consultants, Pacific Hydrotech (along with Hydrotech Electric and HERC Rentals).
- PHC removed hauled off surplus, excavated materials.
- PHC temporarily demobilized from the project site and is expected to return during the week of June 3, 2024.

### IV. ANTICIPATED CONSTRUCTION ACTIVITIES – NEXT REPORTING PERIOD

The work activities anticipated in the next reporting period:

- PHC to return to the project site during the week of June 3, 2024 to prepare, receive, and install the Temporary Bypass System.
- PHC and TCWD Operations to review and validate the functionality of the Temporary Bypass System.
- Upon acceptance of the Temporary Bypass System during its testing period, Temporary Bypass System to be in-place.
- PHC to start the lock-out and tag-out utilities within the Golf Club LS and start the demolition activities.
- PHC to continue removals under the Demolition Plan and start the mechanical piping installation.

**V. CONTRACTOR SUBMITTALS**

Through the end of the reporting period, the following submittals have been received:

	Lift Station
Prior Submittals	53
Submittals Received This Period	9
<b>TOTAL SUBMITTALS</b>	<b>62</b>

**VI. CONTRACTOR REQUEST FOR INFORMATION (RFIs)**

Through the end of the reporting period, the following RFIs have been received:

	Lift Station
Prior RFIs	8
RFIs Received This Period	0
<b>TOTAL RFIs</b>	<b>8</b>

**VII. CHANGE ORDERS**

No change order requests were submitted by PHC and change orders process by TCWD.

**VIII. SCHEDULE**

The Notice to Proceed (NTP) is based on January 29, 2024 as an immediate need to start and install the Surge Tank directed by TCWD. The Contract Duration is 200 Calendar Days, and this results in a Contract Completion on August 16, 2024.

It was discussed at the Pre-Construction Meeting that because of the immediate need to start the Surge Tank, and the sum of the materials being procured and delivered for the Temporary Bypass System and stainless steel, Air Release Valves, it is anticipated that the Contract Completion will be extended.

As such, an updated Progress Schedule prepared by PHC reflects a Contract Completion of October 4, 2024. This will result in an anticipated non-compensable, time extension under a separate Change Order to be issued to Pacific Hydrotech Corporation.

**IX. PHOTOS**

Construction photos documenting PHC's activities and progress during this reporting period are provided in Appendix A.

## APPENDIX A

### Construction Photos



**Bypass Wet Well – Techno Coatings continuing to install Raven Epoxy Lining System within the interior of the Wet Well.**



**PHC continuing to place and compact subgrade materials around the Bypass Wet Well and Diversion Manhole.**



Bypass Wet Well – mock-up of Raven Epoxy Lining system.



Bypass Wet Well – Techno Coatings applying Raven Epoxy Lining system.



**Aggregate Base Material being delivered to project site.**



**Subgrade being graded and prepared for aggregate base material placement.**



Aggregate Base Material being placed while Techno Coatings is lining the Diversion Manhole.



Diversion Manhole – Techno Coatings applying primer within the interior walls.



**Unmarked Domestic Water Line – PHC performing repairs and realignment.**



**Unmarked Domestic Water Line – placement of bedding material and identification tape prior to Aggregate Base Material placement.**



**Bypass Wet Well – interior with epoxy lining application.**



**Continued placement of Aggregate Base Material**



**Bypass Wet Well – PHC installed Overflow Pipe.**



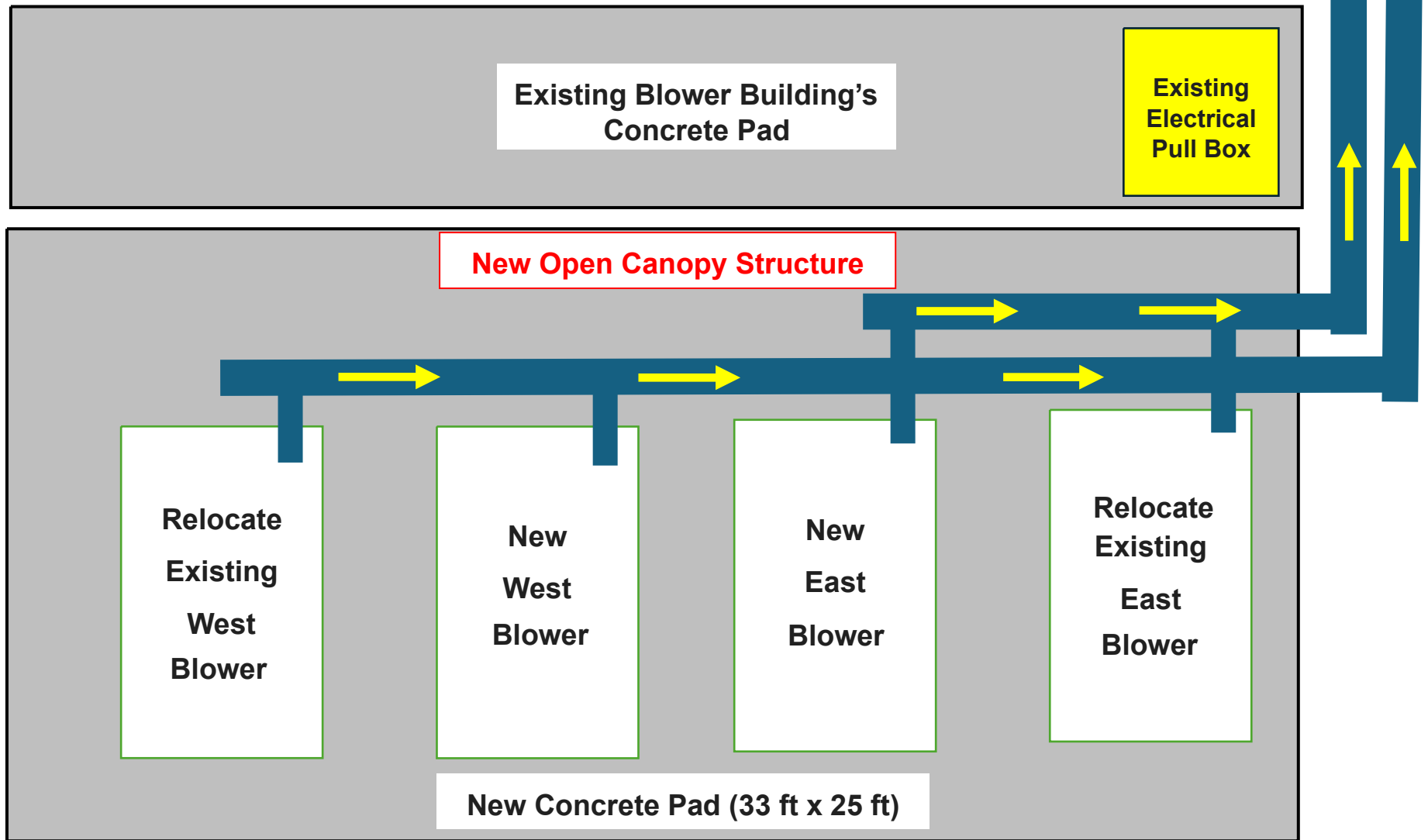
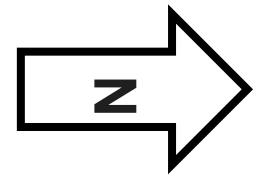
**Hauled-off surplus, excavated materials.**



**Securing substructures in preparation for temporary demobilization.**

**Notes:**

- 1) Non-load bearing walls with soundproofing attenuation materials for blower noise. (Future if required)
- 2) Electrical power for blowers & interior lighting
- 3) Open canopy structure to protect blowers & electricals components.
- 4) Removable canopy to access equipment.



**Not Intended for Construction and Not To Scale June  
17, 2024**

# **Draft Layout 3 - New Blowers & VFDs**

**TRABUCO CANYON WATER DISTRICT  
ROBINSON RANCH WWTP BLOWER MODIFICATIONS - OUTSIDE INSTALLATION**

**BUDGETARY ESTIMATE**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Subtotal</b>
1	Mobilization / Demobilization (NTE 5%)	1	LS	\$25,000.00	\$25,000.00
2	Field Assessment and Verification of Utility Locations, Dimensions, and Existing Electrical Work	1	LS	\$4,000.00	\$4,000.00
3	Deomolition - Miscellaneous Structural, Electrical and Mechanical	1	LS	\$70,000.00	\$70,000.00
4	Construction of Blower Assemblies, Piping, and Concrete Slabs	1	LS	\$150,000.00	\$150,000.00
5	Electrical Work	1	LS	\$100,000.00	\$100,000.00
6	Startup and Testing, Record Documents, O&M Manuals and Warranties	1	LS	\$6,000.00	\$6,000.00
7	Design and Construct Canopy	1	LS	\$100,000.00	\$100,000.00
8	Relocate Existing 2 Blowers (Phased)	1	LS	\$150,000.00	\$150,000.00
				<b>Sub-Total:</b>	<b>\$605,000.00</b>
9	TCWD Purchased Blowers	1	LS	\$210,000.00	\$210,000.00
				<b>TOTAL:</b>	<b>\$815,000.00</b>

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | JULY 3, 2024**

**OPERATIONAL MATTERS**

**ITEM 4: WATER SYSTEM UPDATES**

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The following is a brief report of the water system through **June 2024**.

**Projects and Repairs**

Water Operations staff performed and/or completed the following tasks and projects:

1. Replaced 1 curb stop in the Saddle Crest Development.
2. Repaired residential service line leak on Live Oak Canyon.
3. Pulled new chemical feed lines at Dimension Water Treatment Plant (DWTP).
4. Replaced clarifier screens on filter #3 at DWTP.
5. Moved new furniture and computer equipment into new office after DWTP trailer remodel.
6. Performed weed abatement at DWTP and Trabuco Creek Groundwater Treatment Facility (GWTF).
7. Worked with Engineering to clean out meter boxes for Lead/Copper Rule Revision (LCRR) assessment and compliance.

**Monthly Water System Operations Summary**

The Monthly Water System Operations Summary is attached for the Committee's review. Any anomalies will be presented at the time of the Engineering/Operational Committee Meeting.

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**EXHIBITS**

1. Monthly Water System Operations Summary

**CONTACTS (staff responsible): PEREA/KESSLER**



**TRABUCO CANYON WATER DISTRICT  
MONTHLY WATER SYSTEM OPERATIONS SUMMARY - 2024**

<b>System Demands**</b>													
AF/Day	3.1	2.8	3.0	3.3	4.8								3.4
Daily Average, CFS	1.5	1.4	1.5	1.6	2.4								1.7
<b>Other Water Deliveries/Purchases</b>													
Ridgeline (DWTP Delivery)	0.0	51.5	43.4	0.0	0.0								94.9
El Toro (Interconnection Purchase)	0.0	0.0	0.0	0.0	0.0								0.0
Baker WTP (CSC Delivery)	89.1	89.7	106.2	106.3	115.6								506.9
Portola Hills (Wholesale Purchase)	8.5	7.5	7.0	7.2	7.5								37.7
Skyridge (Wholesale Purchase)	1.7	1.5	1.5	1.5	1.6								7.8

\* Usage estimated

\*\* Excludes Operational use, losses, and supplement to Recycled Water Reservoir (RW)

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | JULY 3, 2024**

**OPERATIONAL MATTERS**

**ITEM 5: WASTEWATER SYSTEM UPDATES**

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The following is a brief report of the wastewater system through **June 2024**.

**Projects and Repairs**

Wastewater Operations staff performed and/or completed the following tasks and projects:

1. Replaced a 4-inch check valve for the WAS pump at the Robinson Ranch Wastewater Treatment Plant (WWTP)
2. Repaired a Solar Bee mixer at Dove Lake to ensure water quality
3. Added additional storage capacity for chlorine at WWTP for emergencies
4. Worked on by-pass and assisted in the repair of the force main line break at El Toro Lift Station

**Sewer System Management Plan (SSMP) Report**

*The purpose of the program is to communicate on a regular basis with the public on the development, implementation, and performance of TCWD’s SSMP. Status updates on the work and type of work performed on the sewer system will be provided, including sewer line and manhole cleaning, system repairs, lift station cleaning, and updates from satellite facilities:*

<b>Sewer System Management Plan (SSMP) Monthly Update</b>	
Total Sewer Line, Feet*	212,045
<b>Total Sewer Line Cleaned (Ft) – Month</b>	<b>1500</b>
Total Sewer Line Cleaned (Ft) – Cleaning Cycle	70,614
Cleaning Cycle Period (Mos.) [Start date: 1/1/24]	1
<b>Total Sewer Line Cleaned, %</b>	<b>33%</b>
The Oaks at Trabuco – Pumping Frequency for the Month	12
O’Neill Park Sewer System Status	Ok
O’Neill Park Sewer System Repairs	None
SSMP Quarterly Report – <i>Next Quarterly Report</i>	2Q 2024
SSMP Program Audit – <i>Next Audit Report**</i>	February 2024

*\*This amount includes the OC Parks-owned O’Neill Park sewer system the District is contracted to clean.*

*\*\*Periodic internal audits shall be conducted, at a minimum every two years, with reports kept on file. The audit shall focus on evaluating the effectiveness of the SSMP and TCWD’s compliance with the mandatory elements of TCWD’s SSMP:*

**Monthly Recycled Water System Operations Summary**

The Monthly Recycled Water System Operations Summary is attached for the Committee’s review. Any anomalies will be presented at the time of the Engineering/Operational Committee Meeting.

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**EXHIBITS**

1. Monthly Recycled Water System Operations Summary

**CONTACTS (staff responsible): PEREA/ULLOA**

**TRABUCO CANYON WATER DISTRICT | RECYCLED WATER SYSTEM SUMMARY - 2024**

<b>RECYCLED WATER SUPPLY</b>															
	MAX	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	FIVE YEAR AVG
WWTP Reclaimed Water Production, AF	78.3	39.4	40.0	42.4	42.1	41.7								205.7	517.2
Reclaimed Reservoir Level, FT	1274.5	1,272.8	1,273.0	1,273.5	1,273.5	1,271.0								-	-
Reclaimed Reservoir Free Board, FT	25.5	1.7	1.5	1.0	1.0	3.5								-	-
Reclaimed Reservoir Storage, AF	145.5	134.3	135.7	137.5	137.5	126.8								-	-
Supplemental Domestic Water Added, AF	N/A	0.0	0.0	0.0	0.0	0.0								0.0	5.2

<b>RECYCLED WATER SYSTEM DEMAND</b>															
NON DOMESTIC WATER USER	ALLOC. AF	8% JAN	17% FEB	25% MAR	33% APR	42% MAY	50% JUN	58% JUL	67% AUG	75% SEP	83% OCT	92% NOV	100% DEC	TOTAL	ALLOC. %
Dahlia Court	8.2	0.00	0.1	0.1	0.2	0.2								0.60	7.3%
Dove Canyon Golf Course	106.7	0.54	1.1	0.4	8.5	29.7								40.23	37.7%
Dove Canyon Master Association	279.3	0.90	1.2	3.0	4.6	23.2								32.87	11.8%
Robinson Ranch	80.2	0.78	1.1	0.3	0.4	2.2								4.82	6.0%
Trabuco Highlands	159.7	1.97	2.0	0.2	1.7	6.8								12.71	8.0%
City of RSM	0.1	0.03	0.00	0.00	0.01	0.04								0.08	60.0%
Construction Water	N/A	0.00	0.0	0.0	0.0	0.0								0.00	N/A
Sakaïda Nursery	1.1	0.00	0.0	0.0	0.0	0.0								0.00	0.0%
SMWD	N/A	-	-	-	0.0	2.4								2.41	N/A
TY Nursery	17.9	0.00	0.00	0.0	0.0	0.0								0.00	0.0%
<b>TOTAL, AF</b>	<b>653.2</b>	<b>4.2</b>	<b>5.5</b>	<b>4.0</b>	<b>15.4</b>	<b>64.5</b>								<b>93.72</b>	<b>14.3%</b>
<b>PERCENTAGE OF NDW ALLOCATION/YEAR</b>		<b>0.6%</b>	<b>1.5%</b>	<b>2.1%</b>	<b>4.5%</b>	<b>14.3%</b>									
<b>TOTAL ANNUAL AVG. NDW AVAILABLE**</b>	<b>774.36</b>														

<b>URBAN RUNOFF CAPTURE AND REUSE</b>															
DISTRICT FACILITY		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	FIVE YEAR AVG
Shadow Rock Detention Basin Production		0.06	0.06	0.00	0.00	0.00								0.12	14.2
Dove   Tick Creek Production*	Dry Season	4.9	0.0	0.0	0.0	0.0								4.9	43.5
	TCWD Portion	4.9	0.0	0.0	0.0	0.0								4.9	-
	SMWD Portion	0.0	0.0	0.0	0.0	0.0								0.0	-
Dove Lake Water Pumped		0.0	0.0	0.0	0.0	0.0								0.0	183.0
Dove Lake Free Board, Ft		0.0	0.0	0.0	0.0	0.0								-	-
Dove Lake Storage, AF		331.0	331.0	331.0	331.0	331.0								-	-
Total Rainfall, In.		4.7	11.0	4.5	1.6	0.4								22.3	14.7

\* SMWD share of Dove/Tick Pump Station Dry Season Water is 50% of production.

\*\* Based on 5-Year Average Reclaimed Water Reservoir Base Supply & Recycled Water Production

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | JULY 3, 2024**

**OPERATIONAL MATTERS**

**ITEM 6: MAINTENANCE DEPARTMENT UPDATES**

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The following is a brief report of work completed by Maintenance staff through **June 2024**

**Projects and Repairs**

Maintenance staff performed and/or completed the following tasks and projects:

**Water Operations**

1. Worked with Hydrotech Electric to install new LED lighting at DWTP

**Wastewater Operations**

1. Completed weed abatement at Reservoir One
2. Worked with Hydrotech Electric to complete dialer upgrades at Plano Lift Station and Heritage Lift Station
3. Installed new motor and re-packed the Robinson Ranch recycled water booster pump
4. Worked with operations and Ferreira Construction to complete sewer force main repairs at El Toro Lift Station
5. Worked with operations and Ferreira Construction to repair a sewer air vac on the Heritage force main located on WWTP access road
6. Worked with Duthie Power to perform emergency generator repairs at Plano Sewer Lift Station

**District Fleet Upgrades & Other Projects**

1. Attended the second round of ARC Flash Prevention Training
2. Vactor repairs at Haaker (vacuum equipment inspection and repairs)
3. Vactor repairs at Fleet Services (cab and chassis inspection and repairs including DOT inspection)
4. Completed preventative maintenance on the CAT backhoe

**RECOMMENDED ACTION:**

*Committee to receive system status updates. No action required.*

**EXHIBITS**

None

**CONTACTS (staff responsible): PEREA/STROUD**

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING | JULY 3, 2024**

**REGULATORY AND OTHER MATTERS  
ITEM 7: OTHER MATTERS/REPORTS**

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Other Matters/Reports from the General Manager and/or District staff may be provided at the time of the Engineering/Operational Committee Meeting.

**RECOMMENDED ACTION:**

*Hear Other Matters/Reports that may have arisen after the posting of the agenda.*

**EXHIBITS**

None

**CONTACTS (staff responsible): PALUDI/PEREA**