

ITEM #7.A

Resolution Authorize General Manager to Enter Into Agreement with Aqua Sierra Controls for Upgrades to Well Systems without Inviting Bids.

DEL PASO MANOR WATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS

DATE: March 10, 2022

AGENDA ITEM NO. 7.A

SUBJECT: Resolution No. 22-0310-1 Authorizing the General Manager to Enter into an Agreement with Aqua Sierra without Advertising for or Inviting Bids to Provide for the Upgrades of the Supervisory Control and Data Acquisition (SCADA) System and Related Parts

STAFF CONTACT:

General Manager

BACKGROUND:

The Del Paso Water District ("District") has identified a series of necessary infrastructure improvements as a result of its own internal evaluations and those evaluations completed by other agencies. Among those improvements is the need to upgrade the Supervisory Control and Data Acquisition ("SCADA") system and motor controls for District Well Number Two ("Well No. 2") and potentially for District Well Number Four ("Well No. 4").

Improvements to Well No. 2 are likely to be addressed first. On March 2, 2022 District received the requisite permit from Sacramento County to proceed with its planned video inspection of Well No. 2. Depending on the results of the video inspection, which will be carried out by Roadrunner and analyzed by District staff, the District will be able to determine the extent to which Well No. 2, the connected pump, and related parts will need to be modified. The same inspection and analysis of Well No. 4 will be conducted at a later time.

In addition to any future alterations and improvements to Well No. 2, there is an immediate need to upgrade the SCADA system, panels, and motor controls of Well No. 2. The current system is based on the proprietary system created and operated by Aqua Sierra. The proprietary nature of this system means that there is no benefit or advantage to the District seeking out alternative SCADA operators or engineers to complete the programming and hardware improvements that Well No. 2 requires. A competitive bidding process would not have produced a better result for the District; and as a result, the District is permitted and chose to forego the competitive bidding procedures typically required for public works projects. Aqua Sierra provided a series of proposals to address the SCADA and motor control upgrades for Well No. 2, and similar upgrades to Well No. 4.

Aqua Sierra's three (3) proposals are included as exhibits to its agreement with the District. With approval of the Board, the agreement will authorize the General Manager to approve each proposal through a phased approach, if and when he determines the proposal scope is necessary to complete. Thus, the work included in each proposal is not compulsory, but at the discretion of the General Manager, provided that each proposal shall not exceed the costs presented here:

Proposal 1 – "Well 2 Motor Control Upgrades" for cost not to exceed \$49,068.61
Proposal 2 – "Well 2 or Well 4 PLC Controls Upgrade" for a cost not to exceed \$50,347.76
Proposal 3 – "Well 4 Motor Control Upgrades" for a cost not to exceed \$51,695.80

Before a proposal may be commenced, the General Manager must submit written approval to Aqua Sierra, and both parties must sign that approval. The General Manager may approve up to a 10% contingency for each proposal.

Looking forward, it is possible that the video inspection of Well No. 2 and, later, Well No. 4 may necessitate work outside the scope of Aqua Sierra's proposals including the acquisition and installation of new pumps, motors, and physical modifications to the Wells. District staff will return for Board approval, as required, for additional work or purchases. The District will also use this opportunity to investigate the existence and extent of a potential plume near Well No. 2 and Well No.4 alleged by Sacramento County Environmental Management Department. Though District staff is confident that the Wells are not threatened if a plume even exists, the information gathered and evaluated in connection to the improvements described above will offer greater insight. District Engineer, Forsgren Associates, will serve an integral role in the District's analysis of the condition of Wells No. 2, No. 4, and other wells in the coming months.

Finally, no further environmental review is required as this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guideline 15301, subdivisions (a), (b), and (d) because the activities approved herein consist exclusively of operation, repair, maintenance, restoration, and minor alteration of existing public structures and mechanical equipment.

FINANCIAL IMPACT:

The District's phased approach for the improvements and modifications to Well No. 2 and Well No. 4 will be executed based on the three (3) proposals submitted by Aqua Sierra.

Proposal 1 – "Well 2 Motor Control Upgrades" for cost not to exceed \$49,068.61 with a 10% contingency

Proposal 2 – "Well 2 or Well 4 PLC Controls Upgrade" for a cost not to exceed \$50,347.76 with a 10% contingency

Proposal 3 – "Well 4 Motor Control Upgrades" for a cost not to exceed \$51,695.80 with a 10% contingency

RECOMMENDATION:

Approve resolution authorizing the General Manager to enter into an agreement with Aqua Sierra for SCADA system and related upgrades without advertising or inviting bids.

Attachments:

Resolution of the Del Paso Manor Water District Board of Directors Authorizing the General Manager to Enter into an Agreement with Aqua Sierra without Advertising for or Inviting Bids to Provide for the Upgrades of the Supervisory Control and Data Acquisition (SCADA) System and Related Parts

RESOLUTION NO. 22-0310-1

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DEL PASO MANOR WATER DISTRICT AUTHORIZING THE GENERAL MANAGER
TO ENTER INTO AN AGREEMENT WITH AQUA SIERRA CONTROLS WITHOUT
ADVERTISING FOR OR INVITING BIDS TO PROVIDE FOR THE UPGRADES OF THE
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND RELATED
PARTS**

WHEREAS, the Del Paso Manor Water District ("District") operates multiple wells and their related systems throughout its boundaries, some of which are maintained and monitored using a Supervisory Control and Data Acquisition ("SCADA") system;

WHEREAS, in order for the District to effectively monitor and improve the condition of its wells the District must upgrade the SCADA system's programming and modify or replace existing infrastructure;

WHEREAS, the existing SCADA system, related panels, and motor controls for the District's wells are on a proprietary system operated by Aqua Sierra Controls ("Contractor"), and any upgrade to the system can only be provided by Contractor;

WHEREAS, the District is authorized to enter into a contract without advertising for or inviting bids under circumstances where public bidding is deemed to offer no advantage;

WHEREAS, due to unique safety and performance benefits offered by the Contractor's SCADA system and motor controls which are not duplicated by any other manufacturer and which result in a more secure and effective management system, the District must forego the competitive bidding requirements in order to enter into an agreement for the acquisition and installation of the Contractor's SCADA system and related motor control upgrades;

WHEREAS, to address the District's needs and the interconnected nature of the well systems, the District received three (3) informal proposals from the Contractor as follows:

Proposal 1 – "Well 2 Motor Control Upgrades" for cost not to exceed \$49,068.61

Proposal 2 – "Well 2 or Well 4 PLC Controls Upgrade" for a cost not to exceed \$50,347.76

Proposal 3 – "Well 4 Motor Control Upgrades" for a cost not to exceed \$51,695.80

WHEREAS, the District General Manager will be able to determine the necessity of each of Contractor's proposals by the terms of the agreement between the District and the Contractor, attached hereto and incorporated herein as "Attachment 1," which authorizes but does not obligate the District to approve each proposal as set forth more fully in Attachment 1;

WHEREAS, District staff recommends that the Board of Directors of the Del Paso Manor Water District authorize the General Manager to execute a contract with the Contractor in substantially the same form and with those terms referenced and incorporated by Attachment 1.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT:

1. The Board of Directors does hereby find that the foregoing recitals are true and correct and hereby incorporates them into its findings.

2. The Board of Directors does hereby find that it is essential to have the most up to date SCADA system and motor controls for its wells and that the proprietary system offered by the Contractor provides the District security and capabilities not replicated by other systems used or available.

3. The Board of Directors does hereby find that because the SCADA system and motor control upgrades provided by Contractor offer such superior security and performance benefits not replicated by any other SCADA system provider, publicly bidding the SCADA system and motor control upgrades offers no advantage to the District.

4. Without advertising for inviting bids, the Board of Directors does hereby authorize the General Manager to enter into a contract in substantially the same form and with those terms referenced and incorporated herein as Attachment 1, provided that the cost of proposal 1, as described in Attachment 1, does not exceed \$49,068.61; the cost of proposal 2, as described in Attachment 1, does not exceed \$50,347.76; and the cost of proposal 3, as described in Attachment 1, does not exceed \$51,695.80.

5. The Board of Directors authorizes the General Manager to approve no more than a 10% contingency for each proposal identified by Attachment 1, if he or she deems such an increase is necessary for the successful completion of the relevant work.

6. The Board of Directors further finds that none of the proposals incorporated in Attachment 1 are compulsory, and authorizes the General Manager to approve the implementation of each proposal using his or her discretion by written instrument signed by the District and the Contractor.

7. The Board of Directors finds that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guideline 15301, subdivisions (a), (b), and (d) because the activities approved herein consist exclusively of operation, repair, maintenance, restoration, and minor alteration of existing public structures and mechanical equipment.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Manor Water District at a special meeting held on the 10th day of March 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ryan Saunders, President
Board of Directors

ATTEST:

Alan Gardner, General Manager

ATTACHMENT 1

AGREEMENT BY AND BETWEEN DEL PASO MANOR WATER DISTRICT AND AQUA SIERRA CONTROLS

This Agreement (this "Agreement") is made as of _____, 2022 (the "Effective Date"), between the Del Paso Manor Water District ("District"), and Aqua Sierra Controls, a corporation, on behalf of itself, its affiliated companies, and any of its successors and assigns ("Contractor") (each a "Party" and collectively the "Parties").

1. **Contractor Work. Exhibit A1 – Exhibit A3** attached hereto and incorporated by this reference (the "Contractor Work") represent three (3) distinct scopes of work that may be approved individually at the discretion of the District General Manager. Upon receiving written approval from the District General Manager, Contractor agrees to undertake the necessary installation, modification, and replacement of equipment and infrastructure described and set forth in **Exhibit A1 – Exhibit A3**, respectively, and in accordance with such written approval.

2. **Term.** This Agreement shall begin on the Effective Date and continue until this Agreement is terminated in accordance with the provisions contained herein, or until all Contractor Work is completed and approved by the DISTRICT, whichever is sooner.

3. **Project Timeline.** Prior to the commencement of the Contractor Work, Contractor shall submit a proposed timeline to the District General Manager for completion of the approved Contractor Work ("Timeline").

4. **Project Performance.** Parties acknowledge and agree that the Contractor Work is made up of three (3) distinct proposals that are designed to be executed in phases, upon the approval, and within the sole discretion of the District General Manager. Contractor may not commence the scope of work in **Exhibit A1-Exhibit A3**, respectively, until receiving written approval from District General Manager. Within forty-eight (48) hours of Contractor's receipt of such written approval, Contractor shall sign the approval and return to the District General Manager, in accordance with Section 18 of this Agreement. Once the Contractor Work has commenced, Contractor shall provide DISTRICT with performance updates upon request.

5. **Compensation.** For each phase of the Contract Work described below that is approved by the District General Manager and completed by Contractor, in consideration of the Contractor Work, DISTRICT agrees to pay Contractor as follows ("Compensation"):

Exhibit A1: Phase 1 – "Well 2 Motor Control Upgrades" for cost not to exceed \$49,068.61

Exhibit A2: Phase 2 – "Well 2 or Well 4 PLC Controls Upgrade" for a cost not to exceed \$50,347.76

Exhibit A3: Phase 3 – "Well 4 Motor Control Upgrades" for a cost not to exceed \$51,695.80

Furthermore, the District General Manager is authorized to approve up to a 10% contingency for each phase identified above.

The completion of a given phase of the Contractor Work, as described above, is a condition precedent to payment of the Compensation for that phase; the individual phase of the Contractor Work shall be deemed complete once all Contractor Work for such phase is approved to the satisfaction of the DISTRICT. Upon completion of the approved phase of Contractor Work, Contractor shall prepare a written invoice and

submit same to DISTRICT together with any other supporting documentation reasonably requested by DISTRICT, (collectively, the “Payment Application”). Within thirty (30) days after DISTRICT’s receipt of each Payment Application, DISTRICT will pay undisputed portions of the Compensation then due. In the event that DISTRICT disputes any amount set forth on a Payment Application, DISTRICT shall notify Contractor in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. Contractor shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of the Compensation with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

6. **Responsibilities of Contractor.** Contractor represents and warrants that:

- (a) Contractor shall perform the Contractor Work in a safe and workman-like manner and in accordance with all applicable federal, state, county, and municipal laws, ordinances, orders, rules, and regulations in effect on the date hereof. Contractor shall ensure that any party contracting with Contractor for any engineering, procurement, design, installation or construction of the Contractor Work shall possess sufficient knowledge, experience, expertise, licensing, and financial capacity and creditworthiness necessary for satisfactory completion of Contractor’s obligations under this Agreement. The subcontractor performing the construction work on the Contractor Work shall possess a Class B and Class C-10 California Contractor State License, and all other required licenses for performing work under this Agreement, prior to performing any work on the Contractor Work. Contractor represents and warrants that it has the financial capacity, creditworthiness and bonding sufficient to satisfy all of Contractor’s obligations under this Agreement, including any instance of default or other failure by Contractor’s subcontractor(s) to complete the work required to satisfy Contractor’s obligations in this Agreement. Prior to contracting with any such party, Contractor shall obtain and review the qualification of such party, and complete any necessary background check or fingerprinting required by law or DISTRICT. Contractor shall further procure from contractor performance and payment bonds and any other assurances Contractor deems reasonably necessary to secure subcontractor’s timely completion of the Contractor Work.
- (b) Contractor shall take all reasonable precautions to protect the persons and property of others on or adjacent to Contractor Work sites from damages, loss, injury, interference, or nuisance resulting from the Contractor Work and to restore any property areas to a condition materially consistent with the condition immediately prior to the Contractor Work.
- (c) Contractor shall obtain all necessary federal, state, county and municipal permits, licenses, and approvals prior to the commencement of the Contractor Work. Contractor shall be solely responsible for ensuring that the Contractor Work is in compliance with all applicable laws, regulations and governmental approvals, and in accordance with the standards set by any governmental program providing funding for the Contractor Work, including all improvements, conditions and mitigation measures required for compliance with the California Environmental Quality Act (“CEQA”) and the Americans with Disabilities Act (“ADA”). Contractor shall, at Contractor’s sole cost and expense, obtain from all governmental authorities having jurisdiction over the Contractor Work, all necessary governmental approvals required in relation to the Contractor Work and the resulting product or facility, including fire safety, California Occupational Safety and Health Administration (“OSHA”), utility interconnection, right-of-way permits, easement agreements and other related requirements.
- (d) Contractor shall meet with DISTRICT representatives as reasonably requested and coordinate access to worksites prior to commencement of the Contractor Work.

- (e) Contractor shall pay for all services, labor and materials and other costs and expenses incurred in connection with the Contractor Work. This Agreement and a portion of the Contractor Work are subject to compliance with the prevailing wage provisions of the California Labor Code (the "Labor Code") and the prevailing wage rate determinations of the Department of Industrial Relations. These rates may be obtained online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted at the worksite by Contractor. Contractor and its subcontractor(s) shall comply with all applicable Labor Code provisions, which include the payment of not less than the required prevailing rates to all workers employed by them in the execution of this Agreement and the employment of apprentices. Contractor hereby agrees to indemnify and hold harmless DISTRICT, its directors, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which DISTRICT, its directors, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with any applicable Labor Code provisions arising out of or in connection with the Contractor Work. Contractor and its subcontractor(s) shall keep, or cause to be kept, an accurate record for work on the Contractor Work showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by DISTRICT, its directors, officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and its subcontractor(s) shall submit records to the Labor Commissioner as required by the Labor Code.
- (f) Contractor shall cause all of its contractors, subcontractors, representatives and agents performing the Contractor Work to comply with all requirements of this Section 6, as applicable.
- (g) Contractor shall provide project closeout documentation upon completion of the Contractor Work.
- (h) Notwithstanding the foregoing, the Parties acknowledge and agree that only a portion of the Contractor Work is a "public work" as defined by California Labor Code §1720 and subject to the requirements of Labor Code §1771 et seq. The Parties acknowledge that programming work as described by **Exhibits A1-A3** of this Agreement are not subject to prevailing wage provisions.

7. **Responsibilities of DISTRICT.** DISTRICT represents and warrants that it shall:

- (a) provide the Compensation described in Section 5 of this Agreement to fund the Contractor Work;
- (b) assist to expedite the permitting process, where possible, for use of public right of ways and zoning permits for the Contractor Work and assist Contractor in acquiring such permits;
- (c) provide Contractor with any DISTRICT-specific rules and regulations prior to commencement of Contractor Work for review and comment by Contractor; and
- (d) DISTRICT agrees to reasonably pursue and participate when economically feasible and operationally practicable in federal, state and private grant funding opportunities, at the reasonable request of and in conjunction with Contractor.

8. **Confidentiality.**

(a) DISTRICT and Contractor agree to keep confidential the provisions of this Agreement and any and all valuable or potentially valuable information, whether communicated in oral, written, electronic or other form prior to or after execution of this Agreement, including, but not limited to, customer information and financial, commercial, marketing, sales, technical, or scientific information (including without limitation all patents, copyrights, trademarks, service marks, trade names, trade dress, and applications relating to same, trade secrets, software, code, inventions, know-how, and similar information), and any and all other material, documents, and data related to the business activities of the other Party (collectively, “Confidential Information”). Notwithstanding the foregoing, the Parties may disclose Confidential Information to their lawyers, accountants, other professional advisors, and lenders on a confidential basis, and as required by law, regulation or other legal rule or order. DISTRICT hereby covenants and agrees not to duplicate, use, or disclose, in whole or in part, any Confidential Information provided by Contractor without prior written consent from Contractor. Notwithstanding, DISTRICT may disclose Contractor data related to the Contractor Work to private or public entities for the sole purpose of applying for and/or securing funding or grants, provided that Contractor consents in writing, which consent shall not be unreasonably withheld or delayed.

9. **Indemnification.** Contractor shall indemnify, defend and hold harmless the DISTRICT, and its directors, members, agents, representatives, employees, officers and affiliates (the “Indemnitees”) against all claims, demands, causes of action, damages, losses, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or incurred in connection with any personal injury or property damage caused by the gross negligence or willful misconduct of Contractor, its contractors, subcontractors, agents or representatives or a failure of Contractor to perform any of its obligations under this Agreement. Contractor shall not be liable or responsible for the sole negligence or willful misconduct of Indemnitees.

10. **Insurance.** Contractor shall maintain insurance in accordance with the insurance requirements attached hereto as **Exhibit B.** Prior to performing any Contractor Work, and at any time upon the request of DISTRICT, Contractor shall provide DISTRICT with certificates evidencing compliance with all such insurance requirements.

11. **Termination for Convenience.** This Agreement may be terminated by the DISTRICT at any time, without cause, upon thirty (30) days written notification to the Contractor. Following termination by the DISTRICT without cause, Contractor shall be paid all undisputed fees due for Contract Work as provided in this Agreement completed through the date of termination.

12. **Event of Default; Remedies.** In the event that either Party breaches a material provision of this Agreement, which shall constitute an “Event of Default” under this Agreement, the non-defaulting Party shall give written notice to the defaulting Party setting forth the nature of the default (“Notice of Default”). The defaulting Party will have thirty (30) days following receipt of the Notice of Default to cure such Event of Default. If the defaulting Party fails to cure the Event of Default within the cure period (which shall be extended in cases where the default is of the nature that it cannot reasonably be cured within such 30-day period), the non-defaulting Party may terminate this Agreement for cause under this Section by written notice to the other Party and may exercise its legal rights and remedies as a result of such Event of Default. During the term of this Agreement, each Party, and their successors and assigns, has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such Party may have at law or in equity for breach of this Agreement. DISTRICT may terminate performance of work under this Agreement, in whole or, from time to time, in part, if the DISTRICT determines that a termination

is in the DISTRICT's interest. Notice of termination shall be provided in writing pursuant to the notice requirements contained in this Agreement. Contractor would retain the right to submit Payment Applications for any work incurred up to the termination date.

13. **Successors and Assigns; Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each Party may assign this Agreement upon prior written notice to the other Party.

14. **Authority.** DISTRICT and Contractor represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each Party has obtained any necessary approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each Party are authorized to execute and deliver this Agreement on behalf of such Party.

15. **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision and the rights and obligations of each Party shall be construed and enforced accordingly. The Parties shall negotiate in good faith to amend this Agreement, to the extent necessary, to replace any unenforceable provision so as to give effect to the Parties' intent.

16. **Entire Agreement.** This Agreement and the Exhibits and Schedules referred to herein constitute the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by this Agreement. In the event of a conflict between any exhibit incorporated herein and the terms of this this Agreement, the terms of this Agreement shall prevail.

17. **Execution in Counterparts.** This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

18. **Notice.** Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if i) personally delivered; ii) mailed by certified or registered mail, return receipt requested; or iii) electronically delivered, effective upon confirmed receipt by the addressee. The Parties' respective addresses and e-mail addresses set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either Party may change its address for the purpose of notice hereunder by providing the other Party with notice of the new address.

Notice to DISTRICT:

Del Paso Manor Water District
1817 MARYAL DRIVE, SUITE 300
Sacramento, CA 95864
Attention: Alan Gardner, General Manager
Phone: (916) 487-0419
Email: generalmanager@delpasomanorwd.org

Notice to Contractor:

Aqua Sierra Controls

[ADDRESS]

[ADDRESS]

Attention:

Phone:

Email:

19. **Interpretation.** All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.

20. **Survival.** The provisions of Sections 8, 9, 10, and 12 will survive termination of this Agreement.

21. **Governing Law.** This Agreement is governed by and construed under the laws of the State of California, without regard to conflict of laws principles.

22. **Amendment.** This Agreement may only be modified by a written amendment to this Agreement signed by the Parties hereto.

23. **Compliance with Other Laws and Requirements.**

(a) **Modifications or Amendments for Compliance Purposes.** If, during the term of this Agreement, any federal, state or local government body or agency, or any court or administrative tribunal, passes, issues, or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment which, in the good faith judgment of either Party: (i) causes one or both of the Parties to be in violation of any applicable law, rule or regulation as a result of this Agreement, (b) restricts, limits, or in any way substantially changes the method or amount of payment for the Contractor Work, or (c) otherwise materially and adversely affects either Party's rights or obligations under this Agreement, then the affected Party may give the other Party notice of the problem and of its intent to amend this Agreement so as to eliminate the problem. The Parties shall then negotiate in good faith to resolve the problem while at the same time preserving, to the fullest extent possible, the substance of this Agreement. If this Agreement is not amended to the reasonable satisfaction of the affected Party within thirty (30) days after notice is given (or sooner, if required by law), said affected Party may terminate this Agreement immediately upon written notice to the other Party.

(b) **Subcontractors; Recordkeeping.** Contractor shall, and shall require all of its subcontractors to, keep all records, file all reports and otherwise comply with all federal, state and local laws and regulations applicable to the Contractor Work.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

DISTRICT:

Del Paso Manor Water District

By: _____
Name: Ryan Saunders
Title: President, Board of Directors

APPROVED AS TO FORM

By: _____
Mona Ebrahimi, General Counsel

Contractor:

Aqua Sierra Controls

By: _____
Name:
Title:

ATTA

Exhibit A

Exhibit A1: Phase 1 – "Well 2 Motor Control Upgrades"



Aqua Sierra Controls, Inc.
1650 Industrial Drive, Auburn, CA 95603
Cell (530) 305-3390 Office (530) 823-3241
jlane@aquasierra.com www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

IT Services - SCADA – UL508 Panel Shop – Pump Controllers NIST Traceable Instrument Calibrations & Maintenance

Del Paso Manor Water District

Attention: Mr. Mike Jenner
Phone: 916-487-0419

Subject: Proposal & Scope of Work
Project: Well 2 Motor Controls Upgrades

Proposal # QJ07336-1
March 9, 2022

Mr. Jenner,

The following is our scope of work and updated proposal for the motor controls upgrades for Well #2. We have included replacing the meter main, manual transfer switch and starter panel with a VFD panel. We have opted not to provide the new pump as our sub is unable to perform the work for us. I will be providing a separate quote for the PLC / RTU upgrades as requested. I have updated our proposal to include prevailing wage rates as requested.

Equipment

- ABB U227MTB-48 7T RT OH MAIN 6 X 22.125 X 30 Meter Main
- ABB TDT3363R Manual Transfer Switch
Suitable for use as Service Equipment
Double Throw Duty 100 Amps
Fusible 3 Poles 600VAC/250VDC
NEMA 3R (Outdoor) Enclosure
For Use Size With 10-1/0 Copper or Size 10-1/0 Aluminum wire
Height: 36.63 Width: 11.94 Depth: 5.38 Weight: 49
Switch is NEC 2020 Article 230.62 compliant for service equipment barriers.

Accessories:

1 DS100GK, Equipment Ground Kit-double throw

No Fuse Kit Selected-Std. Clips Supplied

6 TRS100R, 100 Amps, RK5 - Time Delay

- VFD Control Panel with Saginaw NEMA 4 Painted Steel Enclosure, Saginaw Steel Back Panel, Saginaw Dead Front Door Kit, ABB ACS580-01-065A-4 50HP 480V 65A N1 VFD, ABB FENA-01-KIT Ethernet Adapter, 480V 3PH 100A Main Breaker, Fusing, Generator Receptacle, Fan, Thermostat, Vent Kit, (2) Rain Hoods, 480V Surge Protector, Relay, Relay Base, Heater, Green Run Light, Red Alarm Light, Amber Power Light, HOA Switch, ETM, 120V Surge Protector.
- Lot Installation Materials

Scope of Work

- Submittal (digital copy)
- Design drawings (digital copy)
- Panel assembly
- Factory acceptance testing
- As-built drawings
- Demo existing manual transfer switch, meter main and pump control panel
- Turnkey installation of transfer switch, meter main VFD control panel.
- Pull wires through existing conduit between chem pump and PLC control panel.
- Provide wire terminations at chemical pump and PLC control panel
- SCADA programming
- Startup services
- Field acceptance testing

Proposal Total \$49,068.61 (Cash, Check, ACH, Wire Transfer)

Inclusions

- Shipping and handling
- Sales tax
- Travel and mileage
- Confined space entry
- Prevailing wage rates

Exclusions

- Items not in our scope of work
- Specialty insurance beyond our standard two million dollars coverage
- Bonds, fees or permits
- Underground work, trenching or back filling
- NETA testing
- Union requirements or signatories
- Arc flash study or short circuit analysis

- Third party testing
- Electrical or lighting
- Pumps or metering pumps
- Seismic calculations or engineering
- Spare parts
- Stainless steel conduit or PVC coated rigid conduit

Please let me know if you have any questions.

Thank you,

Josh Lane
Sales Manager



Exhibit A2: Phase 2 – "Well 2 or Well 4 PLC Controls Upgrade"



Aqua Sierra Controls, Inc.
1650 Industrial Drive, Auburn, CA 95603
Cell (530) 305-3390 Office (530) 823-3241
jlane@aquasierra.com www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

IT Services - SCADA – UL508 Panel Shop – Pump Controllers NIST Traceable Instrument Calibrations & Maintenance

Del Paso Manor Water District

Attention: Mr. Mike Jenner
Phone: 916-487-0419

Subject: Proposal & Scope of Work
Project: Well 2 or Well 4 PLC Controls Upgrade

Proposal # QJ07336-2
March 9, 2022

Mr. Jenner,

The following is our revised scope of work and proposal for the PLC controls upgrades for Well #2 or for Well #4. We have included replacing the existing DFS back plane with one that can accommodate a PLC. This will allow us to add the additional analog inputs and outputs for the VFD controls that you requested. I have added prevailing wage rates as requested.

Equipment

- DFS RTU Panel Modification Equipment
Includes: Data Flow Systems RTU202 RTU Back Plane for PLC, Data Flow Systems PLC800 Programmable Logic Controller and Panel Building Materials.
- PLC Control Panel
Includes: Painted Steel Enclosure, Painted Steel Back Panel, Painted Steel Dead Front Kit, Allen Bradley Micrologix 1400 PLC, Allen Bradley 4 Channel Analog Input Card, Allen Bradley 4 Channel Analog Output Card, Sola SDU500B UPS, MA15 120VAC Surge Protector, Maple Systems 10.1" HMI, Meanwell 24VDC Power Supply, Relays, Terminals, Panel Building Materials, NTRON 104TX Network Switch.

- Lot Installation Materials

Scope of Work

- Submittal (digital copy)
- Design drawings (digital copy)
- Panel assembly
- Factory acceptance testing
- As-built drawings (digital copy and printed copy)
- Pull out existing RTU modules.
- Pull out existing RTU back plane from DFS RTU and replace with new PLC back plane.
- Install new DFS PLC800 and reinstall existing DFS power supply and radio.
- Provide DFS PLC programming.
- Provide AB PLC programming.
- Provide HMI programming.
- Provide DFS SCADA programming.
- Turnkey installation of new AB PLC control panel
- Run conduits between AB PLC control panel and DFS RTU panel.
- Pull wires through conduit between and AB PLC control panel and DFS PLC control panel.
- Provide wire terminations.
- SCADA programming
- Startup services
- Field acceptance testing
- Operation and maintenance manuals (digital copy)
- Operator training

Proposal Total \$50,347.76 (Cash, Check, ACH, Wire Transfer)

Inclusions

- Shipping and handling
- Sales tax
- Travel and mileage
- Prevailing wage rates

Exclusions

- Items not in our scope of work
- Specialty insurance beyond our standard two million dollars coverage
- Bonds, fees or permits
- Underground work, trenching or back filling
- NETA testing
- Union requirements or signatories
- Arc flash study or short circuit analysis

- Third party testing
- Pump
- Seismic calculations or engineering
- Spare parts
- Stainless steel conduit or PVC coated rigid conduit

Please let me know if you have any questions.

Thank you,

Josh Lane
Sales Manager



Exhibit A3: Phase 3 – "Well 4 Motor Control Upgrades"



Aqua Sierra Controls, Inc.
1650 Industrial Drive, Auburn, CA 95603
Cell (530) 305-3390 Office (530) 823-3241
jlane@aquasierra.com www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

IT Services - SCADA – UL508 Panel Shop – Pump Controllers NIST Traceable Instrument Calibrations & Maintenance

Del Paso Manor Water District

Attention: Mr. Mike Jenner
Phone: 916-487-0419

Subject: Proposal & Scope of Work
Project: Well 4 Motor Controls Upgrades

Proposal # QJ07335-1
March 9, 2022

Mr. Jenner,

The following is our revised scope of work and proposal for the motor controls upgrades for Well #4. We have included replacing the meter main, manual transfer switch and starter panel with a VFD panel. We have opted not to provide the new pump as our sub is unable to perform the work for us. I will be providing a separate quote for the PLC / RTU upgrades as requested. I have added prevailing wage rates as requested.

Equipment

- ABB U227MTB-48 7T RT OH MAIN 6 X 22.125 X 30 Meter Main
- ABB TDT3364R Manual Transfer Switch
Suitable for use as Service Equipment
Double Throw Duty 100 Amps
Fusible 3 Poles 600VAC/250VDC
NEMA 3R (Outdoor) Enclosure
For Use Size With 10-1/0 Copper or Size 10-1/0 Aluminum wire
Height: 36.63 Width: 11.94 Depth: 5.38 Weight: 49
Switch is NEC 2020 Article 230.62 compliant for service equipment barriers.

Accessories:

1 DS100GK, Equipment Ground Kit-double throw

No Fuse Kit Selected-Std. Clips Supplied

6 TRS100R, 100 Amps, RK5 - Time Delay

- VFD Control Panel with Saginaw NEMA 4 Painted Steel Enclosure, Saginaw Steel Back Panel, Saginaw Dead Front Door Kit, ABB ACS580-01-065A-4 50HP 480V 65A N1 VFD, ABB FENA-01-KIT Ethernet Adapter, 480V 3PH 100A Main Breaker, Fusing, Generator Receptacle, Fan, Thermostat, Vent Kit, (2) Rain Hoods, 480V Surge Protector, Relay, Relay Base, Heater, Green Run Light, Red Alarm Light, Amber Power Light, HOA Switch, ETM, 120V Surge Protector.
- Lot Installation Materials

Scope of Work

- Submittal (digital copy)
- Design drawings (digital copy)
- Panel assembly
- Factory acceptance testing
- As-built drawings
- Demo existing manual transfer switch, meter main and pump control panel
- Turnkey installation of transfer switch, meter main VFD control panel.
- Pull wires through existing conduit between chem pump and PLC control panel.
- Provide wire terminations at chemical pump and PLC control panel
- SCADA programming
- Startup services
- Field acceptance testing

Proposal Total \$51,695.80 (Cash, Check, ACH, Wire Transfer)

Inclusions

- Shipping and handling
- Sales tax
- Travel and mileage
- Prevailing wage rates

Exclusions

- Items not in our scope of work
- Specialty insurance beyond our standard two million dollars coverage
- Bonds, fees or permits
- Underground work, trenching or back filling
- NETA testing
- Union requirements or signatories
- Arc flash study or short circuit analysis
- Third party testing

- Electrical or lighting
- Pumps or metering pumps
- Seismic calculations or engineering
- Spare parts
- Stainless steel conduit or PVC coated rigid conduit

Please let me know if you have any questions.

Thank you,

Josh Lane
Sales Manager



Exhibit B

Insurance Requirements

Except as otherwise stated below, Contractor shall maintain the following insurance for the duration of this Agreement and at all times when performing Contractor:

(a) Commercial General Liability insurance, reasonably equivalent to the latest filed and approved ISO CG 00 01 coverage form, with commercially reasonable endorsements, in an amount not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence, two million dollars (\$2,000,000) products/completed operations aggregate and two million dollars (\$2,000,000) general aggregate. Products/completed operations shall be maintained for the applicable statute of limitations.

(b) Worker's Compensation insurance in accordance with applicable state law where the Contractor Work is performed.

(c) Employers Liability insurance in an amount of not less than \$1,000,000 each accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease.

(d) Business Automobile insurance with combined single limit of not less than \$1,000,000 each accident.

(e) Umbrella/Excess Liability insurance following the form of the Commercial General Liability, Business Automobile Liability and Employers Liability insurance policies in an amount of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate.

All insurance policies required hereunder shall be written by companies with an A. M. Best Financial rating or its equivalent of "A" or better that are qualified to conduct business in the state(s) where the Contractor Work is performed. All policies must primary with respect to the Indemnitees and contain a waiver any rights of subrogation in favor of the Indemnitees. The Commercial General Liability, Business Automobile and Umbrella/Excess liability policies shall include the Indemnitees as additional insureds. Contractor and DISTRICT acknowledge that Contractor may retain, self-insure or maintain deductibles in an amount of not more than \$2,500,000 per occurrence.

ITEM #7.B

Authorize General Manager to Advertise for and Invite Bids for the Acquisition and Installation of Case Lining and other Improvements for District Well Number Two

DEL PASO MANOR WATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS

DATE: March 10, 2022

AGENDA ITEM NO. 7.B

SUBJECT: Approve Resolution 22-0310-2 Authorizing General Manager to Advertise for and Invite Bids for Acquisition and Installation of Case Lining and Other Improvements of District Well Number Two

STAFF CONTACT:

General Manager

BACKGROUND:

The Del Paso Water District ("District"), with the assistance of the contractor Roadrunner will complete a video inspection of District Well Number Two ("Well No. 2") on or around March 11, 2022.

A preliminary analysis of Well No. 2 suggests that the exterior casing will likely need a well liner. The video inspection will confirm whether the well liner is in fact necessary, and what kind of well liner is required if any damage to the casing is detected.

Informal research of current industry costs for this kind of work indicates that the installation of the well liner alone will require the District to undertake a competitive bidding process to comply with the Public Contract Code. In anticipation of the repairs described above, and the need to comply with statutory procurement requirements, it is prudent for the District to prepare a formal Request for Bid to advertise as soon as possible. Should the video inspection confirm that Well No. 2 needs a new liner in addition to other repairs or modifications, the District will not want to delay the formal bidding process which will take a few weeks to complete.

The General Manager is seeking Board authorization to prepare and advertise a Request for Bids ("RFB") to acquire and install case liner and implement any other improvements for Well No. 2, with consultation of the General Counsel, in the event that the forthcoming video inspection confirms such a need. If the RFB is published and District staff receives responsive bids, the Board will be presented with the proposed agreement for approval.

No environmental review is required as this action is not a "project" as defined by the California Environmental Quality Act.

FINANCIAL IMPACT:

Costs associated with preparation of RFB by District staff, with the consultation of General Counsel.

RECOMMENDATION:

Approve Resolution authorizing General Manager to advertise and invite bids for acquisition and installation of case liner and other improvements for Well No. 2.

Attachments:

Resolution of the Del Paso Manor Water District Board of Directors Authorizing the General Manager to Advertise for and Invite Bids for Acquisition and Installation of Case Lining and Other Improvements for District Well Number Two

RESOLUTION NO. 22-0310-2

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DEL PASO MANOR WATER DISTRICT
AUTHORIZING THE GENERAL MANAGER TO ADVERTISE FOR AND INVITE BIDS FOR
ACQUISITION AND INSTALLATION OF
CASE LINING AND OTHER IMPROVEMENTS FOR DISTRICT WELL NUMBER TWO**

WHEREAS, on or around March 11, 2022 the Del Paso Manor water District ("District") will conduct a video inspection of District Well Number Two ("Well No. 2") for purposes of evaluating the overall condition of the well; and

WHEREAS, prior to the video inspection a preliminary evaluation of Well No. 2 suggests the need to install well case liner; and

WHEREAS, should the video inspection confirm the conclusions of the preliminary evaluation, the District will want to commence a formal, competitive bidding process for the acquisition and installation of the necessary case lining and any other repairs or modifications as soon as possible; and

WHEREAS, the District has a desire to authorize the preparation and publication of its invitation of bids to repair Well No. 2 if supported by the findings of the forthcoming video inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT AS FOLLOWS:

1. The Board of Directors does hereby authorize the General Manager, with the consultation of the General Counsel, and pursuant to the applicable provisions of the Public Contract Code, to prepare, advertise for and invite bids for repairs and modifications of District Well Number Two, provided that the need for such repairs is based on the findings of a video inspection of said Well.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Water District at a regular meeting held on the 10th day of March, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ryan Saunders, President
Board of Directors

ATTEST:

Alan Gardner, General Manager / Secretary