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## AGENDA

### Engineering and Operations Committee Meeting

Board Room  
3707 Old Highway 395  
Fallbrook, CA 92028

Tuesday, December 3, 2024  
1:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL** Flint Nelson (Chair), Steve McKesson (Vice Chair), Members Robert Marnett, \*Cari Dale, \*Mig Gasca, and Alternate Rick Aragon \* Pursuant to Government Code Section 54953, Engineering and Operations Committee Member Gasca may be participating remotely from 541 Moran Street, Reno, NV 89502. Member Dale will also be participating remotely from 74855 Country Club Drive Palm Desert, CA 92260. Both locations will be accessible to the public. All votes will be taken by verbal roll call.
4. **SEATING OF ALTERNATES**
5. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA**
6. **APPROVAL OF THE AGENDA**
7. **PUBLIC COMMENT**

*Any person may address the Committee at this time upon any subject not identified on this Agenda, but within the jurisdiction of Rainbow Municipal Water District; however, any matter that requires action will be referred to staff for a report and action at a subsequent meeting. As to matters on the Agenda, an opportunity will be given to address the Committee when the matter is considered.*

*Members of the public may make comments in person by submitting a Speaker Slip to the Board Secretary, virtually through virtual or teleconference options, or by submitting an email to [tquintanar@rainbowmwd.ca.gov](mailto:tquintanar@rainbowmwd.ca.gov) no less than one hour prior to the posted start time of the meeting. Comments shall be made in an orderly manner, and profanity, slander, or abusive language which is disruptive to the meeting will not be tolerated. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.*
8. **APPROVAL OF MINUTES**
  - A. November 5, 2024
9. **COMMENTS & REQUESTS**
  - A. General Manager's Comments
  - B. Engineering & CIP Program Manager's Comments
  - C. Operations Manager's Comments
  - D. Committee Member's Comments

10. **CONSIDER A SOLE SOURCE PURCHASE ORDER FOR ODOR CONTROL CHEMICALS WITH EVOQUA**
11. **CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE ADMINISTRATIVE CODE TO INCORPORATE CHAPTER 7.01 SAFETY POLICIES**
12. **CONSIDER ADOPTION OF AN ORDINANCE AMENDING ADMINISTRATIVE CODE SECTION 5.05.050.08.- RISK MANAGEMENT RETENTION MANAGEMENT REFERENCE GUIDE**
13. **BOARD ACTION UPDATES**
14. **AS-NEEDED SERVICES EXPENDITURES SUMMARY**
15. **SUGGESTED AGENDA ITEMS FOR THE NEXT MEETING**
16. **ADJOURNMENT - To Tuesday, January 7, 2025, at 1:00 p.m.**

**ATTEST TO POSTING:**

/s/Terese Quintanar  
 Terese Quintanar  
 Secretary of the Board

11/27/2024 12:38 PM  
 Date and Time of Posting  
 Outside Display Cases

Rainbow Municipal Water District (RMWD) provides remote attendance options solely as a matter of convenience to the public. RMWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the zoom or call-in line listed on the agenda. We encourage members of the public to attend meetings in-person at 3707 Old Highway 395, Fallbrook, CA 92028, or remotely utilizing the options below:

**For Online Participation:**

Go to: <https://rainbowmwd.zoom.us/j/84694737361>

*If members of the public attending virtually would like to ask a question or make a comment on any item listed on this agenda, please utilize the "Raise Hand" button, located at the bottom of the screen. We will be alerted that they would like to speak. When called upon, please unmute the microphone and ask the question or make comments in no more than three minutes.*

**For Call-in Only:**

Call: (669) 900-6833, or (669) 444-9171, or  
 (309) 205-3325, or (312) 626-6799, or  
 (564) 217-2000, or (689) 278-1000  
 Meeting ID: 846 9473 7361

*Those who have joined by dialing a number on their telephone, can dial \*9 to alert us of a request to speak, and \*6 to unmute, once called upon by the presiding officer.*

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted at the District's Administrative offices not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the District Secretary, 3707 Old Highway 395, Fallbrook, CA 92028

If you have special needs because of a disability which makes it difficult for you to participate in the meeting or you require assistance or auxiliary aids to participate in the meeting, please contact the District Secretary, (760) 728-1178, by at least noon on the Friday preceding the meeting. The District will attempt to make arrangements to accommodate your disability.

**MINUTES OF THE ENGINEERING AND OPERATIONS COMMITTEE MEETING  
OF THE RAINBOW MUNICIPAL WATER DISTRICT  
NOVEMBER 5, 2024**

1. **CALL TO ORDER** – The Engineering and Operations Committee Meeting of the Rainbow Municipal Water District on November 5, 2024, was called to order by was called to order by Member Nelson at 1:00 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Chairperson Nelson presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

**Present:** Members Nelson, Marnett, McKesson, Dale, and Gasca

**Also Present:** General Manager Wiley, Operations Manager Gutierrez, District Secretary Quintanar, Information Technology Manager Khattab, and Chief Financial Officer Aragon, Construction Meters Supervisor Lagunas, Water Operations Supervisor Coffey, Administrative Services Manager Harp, Member Stewart

**Also Present Via Teleconference or Video Conference:**

Senior Project Manager Tamimi, and Administrative Assistant Montano, Engineering and CIP Program Manager Williams, Safety & Risk Management Officer Johnson, Administrative Analyst Barrow

4. **SEATING OF ALTERNATES**

There was no need for seating an alternate.

5. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA**

Mr. Wiley requested the opportunity to report on the process of detaching from the SDCWA, and discussion of a one-time savings on the fixed side of approximately \$700,000 that may be an option to apply toward acceleration of CIP projects. This item was requested to be added as Agenda Item No. 9 A: SDCWA Detachment Surplus Discussion

6. **APPROVAL OF THE AGENDA**

**Motion:**

**To approve the Agenda as amended.**

**Action: Approve, Moved by Member Dale, Seconded by Member McKesson**

**Vote: Motion carried by unanimous vote (summary: Ayes = 5)**

**Ayes: Members Nelson, Marnett, McKesson, Gasca, and Dale**

7. **PUBLIC COMMENT**

There were none.

**8. APPROVAL OF MINUTES**

A. October 1, 2024

***Motion:***

***To approve the Minutes as presented.***

***Action: Approve, Moved by Member McKesson, Seconded by Member Dale***

***Vote: Motion carried by unanimous vote (summary: Ayes = 5)***

***Ayes: Members Nelson, Marnett, McKesson, Gasca, and Dale***

**9. DISCUSS AND CONSIDER AN INCREASE OF \$1.15M TO THE PUMP STATION FISCAL YEAR 24-25 PROJECT BUDGET (PROJECT #600013) FOR A TOTAL BUDGET OF \$4.55M (DIVISION 1)**

Mr. Williams explained the need for adjustment is that sales tax was unknown at the time of initial contract and sales tax was omitted in this year’s budget, totaling \$520,000 of the initial contract. Additional costs were necessary to bring the pump stations online ahead of schedule. The two major change orders of approximately \$400,000 were partially to expedite via air freight the machinery and miscellaneous items. The District is generally exempt from property taxes, but not sales tax of 7.75%. The changes the District issued to Pacific Hydrotech was to avoid the risk of not completing the pump stations by the end of the year.

Chairperson Nelson asked for clarification of the project total. Mr. Aragon explained that one table is reflecting what has been paid this fiscal year (active), versus a separate table indicating the total paid and remaining expenses yet to be paid, over multiple years. Mr. Williams explained two change orders relating to an increase of three valves and using temporary switch gear to get SDG&E to get the electrical system online. Had we not done the temporary switch gear, it would have delayed the project. We also increased diameter at West Lilac. Change Order No. 2 was to air freight the valves and to install the temporary switch gear. The temporary switch gear removal is included in the contracted work. There is \$1.7M yet to fund, which will be financed along with the remainder of the SDCWA Exit Fee. Debt financing will again be discussed at the November 12, 2024, Budget and Finance Committee Meeting and the November 19, 2024, Special Board Meeting. Mr. Aragon explained that the \$1.15M is the total of invoices yet to be paid and work that still needs to be done to complete the project. Discussion followed, along with questions being answered by staff.

Member Dale expressed concerns with how the fiscal impact is explained, but that she was in favor in adjusting the CIP list to accommodate the addition of \$1.15M in lieu of adding the amount to the overall budget. She, and other Committee Members requested clarification be added to the Board report to explain the expenses totaling \$1.15M.

***Motion:***

***To direct staff to revise the staff report to present to the Board of Directors to include a breakdown of the expenses approve the budget amendment for \$1.15M for Project #600013 with the staff report being submitted to the Board revised with the recommendation that the increased expenses be listed and categorized and that this Committee recommends Board approval of an increase to the budget in those amounts.***

***Action: Approve, Moved by Member Nelson, Seconded by Member McKesson***

***Vote: Motion carried by unanimous vote (summary: Ayes = 5)***

***Ayes: Members Nelson, Marnett, McKesson, Gasca, and Dale***

**9.A SDCWA DETACHMENT SURPLUS DISCUSSION**

Mr. Wiley explained the savings associated with water purchase costs between November 1, 2024, and January 1, 2025, due to the early completion of our pump stations. An estimated savings of \$768,800 can be applied to other needs of the District. Options presented were to reduce debt service, accelerate the La Canada Pipeline Replacement Project, Residual Control Systems (RCS) for chlorine residuals at Southern Tanks (Hutton, Turner, and Gopher Canyon), or a diesel Emergency Generator for the Lilac Pump Station. Reducing debt funding needs would result in a savings of \$209,000 in interest costs over the next ten years. Discussion followed regarding various details of the four options presented. After lengthy discussion, the Committee expressed favor in applying the savings to the La Canada pipeline project, should the Board of Directors choose to apply the savings to the CIP budget.

**10. TANK MAINTENANCE CONTRACT UPDATE**

Mr. Wiley presented background regarding previous action to approve cancellation and potential renegotiation of the existing contract with USG. Staff negotiations resulted in a recovery schedule for the tank interiors that provides value to the District at no extra cost. The contract includes interior coating for two tanks and scheduled cleaning of several others. Communication about the process and work schedule will be improved in the future, and staff will monitor performance on an annual basis and non-performance will result in termination of the contract. Discussion followed regarding safeguards in place for adherence to the contract, quality work, and inclusion of industry standards to be met.

Member Dale requested information be provided as a refresher, regarding the changes made to the maintenance operating schedule.

***Motion:***

***To recommend Board approval of the contract amendment, augmented by including reference to technical standards or provisions guaranteeing quality of work, and instruct staff to eliminate from the CIP listing any reference to performing the tank maintenance work in house and provide a review of the operating budget.***

***Action: Approve, Moved by Member McKesson, Seconded by Member Dale***

***Vote: Motion carried by unanimous vote (summary: Ayes = 5)***

***Ayes: Members Nelson, Marnett, McKesson, Gasca, and Dale***

**11. PUMP STATION COMMISSIONING PROGRESS UPDATE**

Mr. Coffey provided a high-level overview of the Pump Stations Commissioning effort. He explained the unique challenges and staff innovation, capacity testing, the operational benefits realized, and all the components involved in the successful completion of the stations. All of the pump stations can be operated remotely by staff. Appreciation was expressed to staff for a job well done.

**12. GOPHER CANYON ROAD PIPELINE REPLACEMENT PROJECT UPDATE**

Mr. Lagunas provided an update on the main break that occurred on Gopher Canyon, in July of this year. Due to the condition of an extended length of the remaining pipe, the Board approved

replacement of an additional 350 feet of cement-coated steel, upsized pipe, ahead of the planned paving for the original main break. Replacement of the section of pipe now enables RMWD to move water from Dentro de Lomas to the Gopher Canyon Tank. The work was done in-house, and paving is underway. Once the paving is complete, staff will provide a report on the total costs of the project.

**13. COMMENTS & REQUESTS**

- A. General Manager’s Comments
- B. Engineering & CIP Program Manager’s Comments
- C. Operations Manager’s Comments
- D. Committee Member’s Comments

Mr. Wiley announced that staff will discuss a water service agreement with EMWD for wholesale water with the Board on November 19, 2024. EMWD will seek action by their Board on November 20, 2024. He also announced receipt of the Notice of Completion filed by LAFCO for the detachment from the SDCWA. A celebration to include all parties is forthcoming. Mr. Wiley acknowledged the enormous amount of work completed by Mr. Aragon and our operations and engineering staff. Several important actions related to the detachment will be presented to the Board for consideration on November 19, 2024. Ms. Harp announced that Rainbow will be featured in the front page of the Village News.

Mr. Gutierrez announced a fire weather watch through Thursday evening, with Santa Ana winds expected. The Magee Pump Station has a backup generator that can be utilized if SDG&E implements a power shutoff.

Committee Members relayed Kudos to staff for their hard work. Chairperson Nelson announced that he would be out of town November 19-26, 2024.

**14. BOARD ACTION UPDATES**

Mr. Wiley reported that the Board approved the NOC and the SDG&E easement at the Special Meeting of October 30, 2024.

**15. AS-NEEDED SERVICES EXPENDITURES SUMMARY**

Mr. Williams made note of the Valley CM Contract Extension and that Engineering staff conducted on call land surveying for a future interconnect with FPUD.

**16. SUGGESTED AGENDA ITEMS FOR THE NEXT MEETING**

Mr. Wiley announced the planned departure of Rick Aragon, as he accepted a new opportunity at the WMWD. Member Gasca relayed congratulations. Mr. Wiley remarked on how thankful we are to have had Mr. Aragon here to help us with critical financial planning this year. He has us on a good course and has provided a great impact.

If the paving is complete, staff will have an update on the Gopher Canyon Pipeline work at the next meeting. Staff will also be presenting information on costs for chemicals for odor control.

*DRAFT*

*DRAFT*

*DRAFT*

17. **ADJOURNMENT** - The meeting was adjourned by Chairman Nelson at 3:48 p.m. to Tuesday, December 3, 2024, at 1:00 p.m.

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**Flint Nelson, Committee Chairperson**

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**Terese Quintanar, District Secretary**

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**BOARD OF DIRECTORS**

December 10, 2024

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**SUBJECT**

CONSIDER APPROVAL FOR A SOLE SOURCE PURCHASE ORDER FOR ODOR CONTROL CHEMICALS WITH EVOQUA

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**BACKGROUND**

Over the last several years, RMWD has conducted three odor control studies evaluating different chemicals and their effectiveness in eliminating odors associated with the wastewater collection system along the Hwy 76 corridor and Old River Road. With the construction of Horse Creek and Citro developments as well as Thoroughbred Lift Station, staff began to receive odor complaints from the public as a result of increased wastewater flows in the system. Since RMWD never had active odor control in the wastewater system, staff felt it prudent to begin looking into the most effective chemical for sequestering odors for the public's benefit.

Three companies were evaluated for their effectiveness in eliminating odors along the Hwy 76 corridor to the last lift station at Old River Road and Little Gopher Canyon and the cost per gallon of their chemicals. Each company uses a proprietary chemical unique to its business. USP, Suez, and Evoqua were solicited in early 2022 to determine if they would be willing to participate in a trial of their products. Each agreed and, over the last two years, were evaluated in their effectiveness in mitigating odors. The chemicals were injected at Rancho Viejo and Horse Creek Lift Stations. Monitoring stations were established at Hwy 76 and Old 395, Thoroughbred Lift Station, and Golf Club Lift Station. Each company was tasked to reduce odors below 25 ppm which is the level detectable by humans.

**DESCRIPTION**

The first study with USP started in 2022. They use a product called SuFeLox, which proved effective in eliminating odors. However, the chemical negatively impacted the sensor on a flow meter at Horse Creek Lift Station. There was an excessive amount of iron build-up, which caused the flow meter to malfunction. Staff would have to disassemble the flow meter and clean the inside with vinegar to resolve the issue on a regular basis. The chemical was stored in several totes onsite haphazardly. Additionally, their customer service and billing was found to be subpar.

The second study was with Suez using a product called ProSweat. The odor treatment took longer than expected to be effective in reducing odors. However, this reduction was most noticeable near the injection area, and less effective downstream. Their customer service was also subpar, and they have yet to respond to follow-up inquiries by the District.

The last and final study is with Evoqua using a product called Bioxide. This trial lasted sixty days and is the same product that Oceanside injects at LS2 at Little Gopher and Old River Road. This product proved the most effective at reducing odors within the system with little impact on existing infrastructure. Evoqua delivered a 2,000-gallon tank and installed injection lines to the wet well at Horse Creek. They



provided a cloud-based platform for monitoring and adjusting chemical flows and have been very receptive to inquiries from staff. In addition, the Evoqua product is the most cost effective solution.

**POLICY/STRATEGIC PLAN KEY FOCUS AREA**

Strategic Focus Area Two: Asset Management- Odor mitigation has two purposes which include the elimination of odors and reduction of harmful H2S gasses that have a detrimental effect on wastewater assets.

**ENVIRONMENTAL**

In accordance with CEQA guidelines Section 15301 Existing Facilities, this project qualifies as a Class 1 exemption, and further environmental review is not required at this time. A Notice of Determination will be filed with the County of San Diego Recorder’s Office.

**BOARD OPTIONS/FISCAL IMPACTS**

Option #1-Staff recommends the Board approve an annual sole source PO with Evoqua for up to the amount included in each year’s Sewer Operating Budget as the District’s odor control chemical supplier. The Fiscal Year 2024-2025 budget included \$90,000 for odor control chemicals, which is sufficient to cover the cost of the proposal (see attached). The table below summarizes the per gallon cost for each odor control supplier tested during these trials.

Cost per Gallon		
\$	3.63	Evoqua
\$	8.10	USP
\$	8.72	Suez

Option#2-Provide feedback to staff

**STAFF RECOMMENDATION**

- Staff recommends option #1

Robert Gutierrez, Operations Manager 12/10/24

[Type here]



November 4, 2024

Robert Gutierrez  
Chief Operating Officer  
Rainbow Municipal Water District  
3707 Old Highway 395  
Fallbrook, CA 92028  
Office: (760) 468-0217  
Email: rgutierrez@rainbowmwd.ca.gov

**RE: FULL-SERVICE ODOR AND CORROSION CONTROL PROGRAM  
RAINBOW MUNICIPAL WATER DISTRICT (FALLBROOK, CA) – HORSE CREEK LIFT STATION  
Evoqua Quote No. 2024-634728r3**

Dear Mr. Gutierrez:

Thank you for your interest in Evoqua Water Technologies LLC. Evoqua would like to submit the following proposal to install a BIOXIDE® Chemical Feed and Storage System at Horse Creek Lift Station. This proposed feed system will control odors in the downstream Thoroughbred Lift Station.

Evoqua ran a BIOXIDE demonstration in August 2024 and established a weekday feed rate of 60-65 gpd and weekend feed rate of 90-95 gpd to achieve average hydrogen sulfide levels between 20-25 ppm at the control point (Thoroughbred LS) – an approximate 88% reduction in sulfide odors.

Evoqua Water Technologies LLC is established as an industry leader for the supply of odor and corrosion control products and services. The Evoqua Municipal Services Division employs over 175 engineers, chemists, technicians, transportation personnel and managerial/support staff to meet the odor and corrosion control needs of our customers nationwide

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me at (909) 837-9908.

Sincerely,

*Daniel Trybulski*

Daniel Trybulski  
Technical Sales Representative

**Evoqua Water Technologies LLC**

# FULL SERVICE ODOR AND CORROSION CONTROL PROGRAM

**HORSE CREEK LIFT STATION**  
**RAINBOW MUNICIPAL WATER DISTRICT**  
**FALLBROOK, CA**

Quotation # 2024-634728r3

November 4, 2024

**Sales Representative**

Dan Trybulski  
Evoqua Water Technologies LLC  
Mobile: (909) 837-9908  
Email: [daniel.trybulski@xylem.com](mailto:daniel.trybulski@xylem.com)

## **BACKGROUND**

Evoqua Water Technologies has investigated the collection system downstream of the Horse Creek Lift Station to determine an appropriate odor control solution for reducing hydrogen sulfide levels at the Thoroughbred Lift Station. Using wastewater flow rates and force main dimensions provided by the District, along with analysis of liquid grab samples, sulfide generation within the collection system has been modeled and summarized in the table below.

<b>Feed Site</b>	<b>Horse Creek Lift Station</b>
Average Daily Flow	290,000 GPD
Force Main Length	925 feet
Force Main Diameter	12 inches
Gravity Main	5.4 miles (28,512 feet)
Retention Time (average)	est four (4) hours
Average Vapor Phase H <sub>2</sub> S (untreated)	67 PPM <sub>v</sub>
Peak Vapor Phase H <sub>2</sub> S (untreated)	294 PPM <sub>v</sub>

**Table 1:** Design Parameters

Based on an average daily flow of 290,000 MGD from the Horse Creek LS, and the physical data shown in Table 1, it is estimated to take 60-100 GPD BIOXIDE dosed at the feed site to remove all existing hydrogen sulfide and prevent the generation of hydrogen sulfide along the force main. However, actual dose rates will depend on your systems flow rates and your specific treatment goals.

## **TREATMENT OBJECTIVE**

Evoqua is proposing the following treatment objectives for this application.

<b>Control Point</b>	<b>Thoroughbred Lift Station</b>
Odor Control Solution	BIOXIDE Solution
Point of Addition	Wet Well
Dissolved Sulfide at Control Point (treated)	≤ 1.0 mg/L
Average Vapor Phase H <sub>2</sub> S (treated)	≤ 10.0 PPM <sub>v</sub>
Nitrate Residual	≤ 5.0 mg/L

**Table 2:** Treatment Objectives

**SCOPE OF SERVICES**

**1. EQUIPMENT**

Evoqua Water Technologies shall provide the following equipment:

- 1- 3,150 Nominal Gallon, Double Wall, High Density XLPE Chemical Storage Tanks, Black in color. (8'2" Tall, 10'2" Diameter, Specific Gravity 1.90). The storage tank shall be equipped with the following standard fittings, designated for the following purposes (any unused fittings shall remain plugged):
  - 1- Fill – 2" PVC Bulkhead Fitting
  - 1- Vent – 4" PVC U-Vent
  - 1- Suction – ¾" PVC Bulkhead Fitting
  - 1- Return – ½" PVC Bulkhead Fitting
  - 1- Level Indication – 2" PVC Bulkhead Fitting
  - 1- Overfill Indication – ½" PVC Bulkhead Fitting
  - 1- Spare – 2" PVC Bulkhead Fitting
  - 1- Leak Detection – 2" PVC Bulkhead Fitting
- 1- Pressure Transducing Sensor for remote tank level monitoring
- 1- Reverse Float Mechanical Level Indicator
- 1- Single Wall Piping Kit shall consist of:
  - 1- 2" Stainless Steel Male Camlock
  - 1- 2" Plastic Female Camlock Cap
  - Misc. required fittings

**Provided by installer:**

- ~40 ft 1/2" schedule 80 PVC Pipe
- ~20 ft 2" Schedule 80 PVC Tank Fill Piping
- 1- 316 SS Control Enclosure containing the following:
  - 1- Operator Interface with tank level readout
  - 2- Off/Auto Soft Switches for pump control
  - 2- On/Off Soft Switches for auxiliary equipment
  - 2- Dry contacts to receive digital inputs
  - 1- Disconnect Switch
  - 2- Integrated Chemical Feed Pumps (see specifications below)
  - 1- Ground fault receptacle
  - 1- Disconnect Switch
  - 1- 1,000 mL Calibration Cylinder with Flow Control Valves
  - 1- Cellular Modem
- 1- VersaDose® LT Advanced Dosing Packages – The automation package will be programmed at the factory and can be optimized in the field to functionally control the dose rate using 24 hour / day per week dose curves or from station
- 2- Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 63 to 630 mL/min and a maximum discharge pressure of 20 psi.
- 1- Electronic Double Wall Leak Monitoring System to provide a sensor sensitive to conductive liquids found in the interstice of double wall tank or double wall piping.

- 4- VaporLink® Remote H<sub>2</sub>S Monitoring devices for rotational deployment at the control point(s)<sup>1</sup> every 90 days - Evoqua shall be responsible for the calibration and deployment of the VaporLink® units.
- 1- VaporLink® Antenna Kit
- 1- SIM Card
- 1- All necessary piping and fittings for the installation

Evoqua Water Technologies retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.

Note (1): An extra set of Vaporlinks will be rotated at the Golf Club LS to monitor hydrogen sulfide downstream of the Thoroughbred LS. The Bioxide feed rate may be adjusted to mitigate hydrogen sulfide at the Golf Club LS if possible.

## **2. PREVENTATIVE MAINTENANCE AND MONITORING SERVICES**

An Evoqua service technician will perform routine maintenance and sampling for the chemical feed site at a *minimum of once per month*. These visits will be conducted at a frequency *not more than four (4) weeks apart* and shall include odor control point liquid phase sampling. A written report will be provided within a week of site visit. Sampling and routine maintenance services will be scheduled in advance and include, but not be limited to the following:

- Perform scheduled preventative maintenance on equipment.
- Liquid phase testing for performance evaluation. The parameters measured shall be:

<b>Parameter Monitored</b>	<b>Method</b>
Dissolved Sulfide	Methylene Blue, pre-flocced to remove insoluble sulfides
pH	Combination Glass Electrode
Temperature	NIST calibrated Thermometer
Residual Nitrate	HACH Nitrate Strips

**Table 3:** Performance Sampling Methods

- Continuous Vapor Phase hydrogen sulfide monitoring:
  1. A VaporLink® monitor shall be deployed for continuous remote monitoring of atmospheric H<sub>2</sub>S concentrations at the control point(s). Continuous atmospheric H<sub>2</sub>S data will be made accessible through Evoqua’s Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H<sub>2</sub>S concentration exceed a high level or average alarm set point.
  2. Evoqua Water Technologies shall respond to all alarms and make any necessary process adjustments to ensure the treatment objective is being met.
  3. Evoqua shall be responsible for the calibration and deployment of the VaporLink® units.
- Optimization of chemical feed rates based on liquid phase performance evaluations.



- Evoqua shall respond to any emergencies immediately and target a resolution time of less than 24 hours within being notified of any odor complaints or odor control equipment failures.
- 24-hour technical phone response is included in the price of the program.
- A report will be issued to the District after each visit noting the following:
  1. Beginning feed rate in ml/min, gal/day
  2. Liquid phase data collected
  3. Adjusted feed rate in mL/min, gal/day
  4. Tank Levels
  5. General Condition of the feed and storage equipment

### **3. PRICING**

Evoqua is pleased to offer the following price for services for a one-year period, from date of contract acceptance. Pricing shall be subject to annual review following this initial period:

BIOXIDE: **\$ 3.63 / gallon** in minimum 2400-gallon loads

Remote Monitoring: Included in the price of chemical

Equipment and Services: Included in the price of chemical

*Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.*

The attached Terms and Conditions are considered part of this proposal and shall prevail.

*Due to current volatility in the market, pricing associated with this quote will remain in firm for a period of sixty (60) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.*

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me at (909) 837-9908.

Sincerely,

*Daniel Trybulski*

Daniel Trybulski  
Technical Sales Representative

**Evoqua Water Technologies LLC**



**RE: FULL-SERVICE ODOR AND CORROSION CONTROL PROGRAM  
RAINBOW MUNICIPAL WATER DISTRICT (FALLBROOK, CA) – HORSE CREEK LIFT STATION  
Evoqua Quote No. 2024-634728r3**

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to [utilityservicesinbox@xylem.com](mailto:utilityservicesinbox@xylem.com) or via fax to: (941) 359-7985.

Company Name: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_ Month \_\_\_\_\_ Year

By: \_\_\_\_\_

Title: \_\_\_\_\_

P.O.Number \_\_\_\_\_

Site Address: \_\_\_\_\_

**NOTE:** Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-fags> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.



## EVOQUA WATER TECHNOLOGIES LLC

### STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. Delivery. Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. Ownership of Materials and Licenses. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. Changes. Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. Force Majeure Event. Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. Warranty. Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated

carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute – Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items

or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. Miscellaneous. These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. Medical Devices Act and Regulatory Disclaimer. Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. Rental Equipment / Services. Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

**BOARD OF DIRECTORS**

December 10, 2024

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**SUBJECT**

CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE ADMINISTRATIVE CODE TO INCORPORATE CHAPTER 7.01 SAFETY POLICIES

**BACKGROUND**

Title 7 of the Administration Code was established to contain policies related to safety. In consideration of best practices, review of applicable procedures followed by similar agencies, and the District's established programs, staff has developed written policies to incorporate into Title 7.

**DESCRIPTION**

The policies being presented for consideration define Rainbow MWD's Safety Policies at a high level, including program goals, responsibilities of key members, documentation, communication and training, hazard assessments, mishap reporting, SOPs, and compliance.

**POLICY/STRATEGIC PLAN KEY FOCUS AREA**

Strategic Focus Area Two: Asset Management  
Strategic Focus Area Three: Workforce Development  
Strategic Focus Area Four: Fiscal Responsibility

**ENVIRONMENTAL**

Per CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

**BOARD OPTIONS/FISCAL IMPACTS**

- Option1: Adopt an Ordinance Amending the Administrative Code to incorporate Safety Policies into Title 7, Chapter 7.01 -
- Option 2: Adopt an Ordinance Amending the Administrative Code with any proposed changes or corrections from the Board

**STAFF RECOMMENDATION**

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Staff recommends approval of Option 1 to add Safety Chapter 7.01 policies into the Administration Code.

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Luke Johnson, Safety and Risk  
Management Officer

December 10, 2024

For Committee Review

**Chapter 7.01  
SAFETY**

**Sections:**

- 7.01.010 Program Goal and Outline**
- 7.01.020 Program Responsibility**
- 7.01.030 Injury and Illness Records**
- 7.01.040 Documentation of Activities**
- 7.01.050 Program Communication and Training**
- 7.01.060 Hazard Assessment and Control**
- 7.01.070 Mishap Reporting and Investigation**
- 7.01.080 Standard Operating Procedures**
- 7.01.090 Compliance and Enforcement**

**Section 7.01.010**  
**Program Goal and Outline**

The District is committed to ensuring safe and healthy working conditions for all employees. Our injury and illness prevention program will adhere to the best practices of similar agencies, encompassing:

- A. Implementation of mechanical and physical safeguards to the maximum extent possible.
- B. Regular safety and health inspections to identify and eliminate unsafe working conditions or practices, control health hazards, and comply with safety and health standards.
- C. Comprehensive training for all employees in good safety and health practices.
- D. Provision of necessary personal protective equipment along with clear instructions for use and care.
- E. Development and enforcement of safety and health rules, with a focus on enforcing safety rules fairly and uniformly.
- F. Prompt and thorough investigation of every accident to determine its cause and implement corrective measures.
- G. Recognition for outstanding safety service and performance.

**Section 7.01.020**  
**Program Responsibility**

The General Manager, with the authority granted by the Board of Directors, will be responsible for implementing this policy and the District's injury and illness prevention program. The Safety and Risk Management Officer may be designated by the General Manager to carry out this program.

- A. Supervisory personnel will cultivate a safety culture, ensuring that all operations prioritize the well-being of personnel. Supervisory staff are responsible for direct oversight and enforcement of safe work practices, and taking the appropriate corrective actions when violations occur.
- B. Employees are expected to follow all aspects of the program, complying with rules and regulations, and assisting in maintaining a safe work environment. Non-compliance will result in corrective action, which may include retraining, policy review, or appropriate disciplinary measures.

**Section 7.01.030**  
**Injury and Illness Records**

The District's record-keeping system will adhere to CAL/OSHA standards for its injury and illness prevention program. Records will be maintained and used to evaluate program success.

- A. Reports will be obtained for every injury or illness requiring medical treatment.
- B. Injuries or illnesses will be recorded on Cal/OSHA Form 300, with a supplementary record on OSHA Form 5020.
- C. An annual summary (Cal/OSHA Form 300A) will be posted by February 1st for employee review.
- D. All records will be maintained in accordance with CAL/OSHA regulations and the records retention policy.

**Section 7.01.040**  
**Documentation of Activities**

Records of scheduled and periodic inspections and safety and health training will be maintained in accordance with the Rainbow Municipal Water District Retention Policy.

- A. Inspections will include the name of the inspector, identified hazards, and corrective actions taken.
- B. Training documentation will specify employee details, training dates, type, and provider.

**Section 7.01.050**  
**Program Communication and Training**

Communication with employees will be in a language they understand. The Injury Illness and Prevention Program (IIPP) and Standard Operating Procedures are available on the District's intranet website. Training for supervisors and general employee meetings will occur regularly, with written summaries maintained according to the districts Record Retention Schedule.

**Section 7.01.060**  
**Hazard Assessment and Control**

Regular safety inspections, conducted by a Competent Person, will identify existing hazards. An OSHA "competent person" is defined as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them" [29 CFR 1926.32(f)]. Inspections will occur when the program is established, at least annually thereafter, and whenever new hazards are introduced.

- A. Assessments will be documented, including identified hazards and corrective measures.
- B. The Safety and Risk Management Officer will review reports and verify completion of corrective actions.



- C. The IIPP will be supplemented to include identified workplace hazards and programs to minimize or eliminate them.

**Section 7.01.070**  
**Mishap Reporting and Investigation**

All employees are required to report injuries, hazards, unsafe practices, and near-misses promptly to the Safety and Risk Management Officer. Thorough investigations will be conducted with a focus on cause(s) and corrective actions.

- A. Investigations will include interviews, workplace examinations, determining of root causes, taking corrective actions, and recording findings.
- B. Corrective actions will be identified not only to prevent recurrence but also to improve overall operations.

**Section 7.01.080**  
**Standard Operating Procedures**

The District's Standard Operating Procedures (SOP) will be available to all employees electronically. All applicable SOPs will be reviewed with employees as part of their training. All employees must adhere to these rules, report unsafe conditions, and supervisors will enforce compliance.

**Section 7.01.090**  
**Compliance and Enforcement**

The primary objective is to ensure a safe working environment through compliance with relevant regulations and established operating procedures. The District will:

- A. Establish and communicate safety expectations through rules and an Injury Illness Prevention Plan.
- B. Inform employees about the IIPP provisions.
- C. Evaluate safety performance and implement recognition programs for safe behavior.
- D. Consistently correct unsafe behavior, reminding employees to take initiative and responsibility for safety.
- E. Provide additional training for deficient safety performance.
- F. Document all corrective and disciplinary actions.
- G. Supervisors at all levels are responsible for enforcing the program within their respective areas.

**Ordinance No. 24-**

**Ordinance of the Board of Directors of the Rainbow Municipal Water District  
Amending the Administrative Code Chapter 7.01 – Safety Policies**

WHEREAS, the Rainbow Municipal Water District has, from time to time, adopted various rules and regulations for the operation of the District; and

WHEREAS, certain of those rules and regulations require updating to reflect best practices, as well as changes in applicable laws; and

WHEREAS, the Board of Directors has determined that changes in the rules or regulations of the District shall occur solely by amendment to the Administrative Code;

NOW, THEREFORE,

BE IT ORDAINED by the Board of Directors of Rainbow Municipal Water District as follows:

1. The following rules and regulations of the District, collected are hereby adopted and shall be incorporated into the Administrative Code, consisting of:

- 7.01.010 Program Goal and Outline
- 7.01.020 Program Responsibility
- 7.01.030 Injury and Illness Records
- 7.01.040 Documentation of Activities
- 7.01.050 Program Communication and Training
- 7.01.060 Hazard Assessment and Control
- 7.01.070 Mishap Reporting and Investigation
- 7.01.080 Standard Operating Procedures
- 7.01.090 Compliance and Enforcement

2. The General Manager is hereby directed to update the Administrative Code to reflect the approval of these rules and regulations, and to assign or reassign the numbering of the Administrative Code as necessary to codify these rules and regulations as amended.

3. This ordinance shall take effect immediately upon its adoption on this 10th day of December 2024.

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Hayden Hamilton, Board President

**ATTEST:**

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Terese Quintanar, District Secretary

# CONSENT CALENDAR

## BOARD OF DIRECTORS

December 10, 2024

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### SUBJECT

CONSIDER ADOPTION OF AN ORDINANCE AMENDING ADMINISTRATIVE CODE SECTION 5.05.050.08.- RISK MANAGEMENT RETENTION MANAGEMENT REFERENCE GUIDE

### BACKGROUND

The Records Retention Management Guides (schedules) contained in Section 5.05.050 of the Administrative Code serve as Rainbow Municipal Water District's legal authority to retain and purge records. The Records Retention Management Reference Guide captures all of the types of records created and used by the various District departments in the course of conducting business and indicates how long these records are required to be retained, the location of the records, and in what format or media in which they are retained.

The Risk Management Retention Management Guide was last updated in 2018. It is prudent to periodically review retention requirements and update the retention policy to ensure compliance.

### DESCRIPTION

After thorough review, staff is presenting recommended amendments to the Risk Management Retention Management Guide, Section 5.05.050.08 to reflect Cal OSHA requirements and to make formatting adjustments. The attached redline reflects suggested changes to the retention periods of various document types, updates to the regulatory information, and updates regarding the location where various records are physically and/or electronically retained.

In addition, a new document type was added to the Guide to establish that a Workplace Violence Incident Log will be retained for the current year, plus five years, in accordance with Labor Code Section 6401.9(f).

### POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management  
Strategic Focus Area Three: Workforce Development  
Strategic Focus Area Four: Fiscal Responsibility

### ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

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**BOARD OPTIONS/FISCAL IMPACTS**

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- Option 1: Adopt the Ordinance amending the Administrative Code, reflecting the changes presented in the Retention Reference Guide in alignment with Cal OSHA and updated Safety Management Software.
- Option 2: Make no changes

There is no Fiscal Impact to either option.

**STAFF RECOMMENDATION**

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Staff recommends Option 1.

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(Name of Person Preparing Letter)  
(Title)

(Mtg. Date  
mm/dd/yy)

For Committee Review

**Section 5.05.050.08  
Records Retention – Risk Management Records**

District risk management records must be retained and destroyed according the schedule provided herein. The Risk Management department is responsible for the record retention and destruction of records covered in this section.

**5.05.050.08.1 Risk Management Retention Management Reference Guide**

RECORD	RETENTION PERIOD	REGULATORY INFO	RECORD LOCATION	MEDIA TYPE
<b><u>ENVIRONMENTAL</u></b>				
Air Pollution Control District Inspections (Including tanks/generators)	<u>PERM</u> CU + 3	3 Yrs. Per Permit	Safety Files On Site/ <u>Safety Office/ Online</u>	P, <u>E</u>
Asbestos Records (Including identification and disposal manifests)	<u>PERM</u> CU +3	3 Yrs. Per Permit	<u>Safety Office/ Online</u> Safety Files	P, <u>EP</u>
Compliance Inspection Reports (External agency re: regs/hazardous materials/pesticides, etc.)	<u>CU</u> + 3	Gov. Code 60200	<u>Safety Office/ Online</u> Safety Files	P, <u>EP</u>
Hazardous Material (Including material safety data sheets/inventory list & handling procedures)	CU + 10	Cal OSHA	<u>Safety Office/ Online</u> <u>Online, On-Site</u> Common Areas	P, <u>EP, E</u>
Hazardous Waste Compliance Inspections (Including internal/external (County Environmental Health)	CU + 10	Cal OSHA	<u>Safety Office/ Online</u> Safety Files	P, <u>EP</u>
Hazardous Waste Disposal Manifests	CU + 10	Cal OSHA	<u>Safety Office/ Online</u>	P, <u>E</u>
Pesticide Records (inventory/use/disposal)	CU + 2	Gov. Code 60200	<u>Safety Office/ Online</u> Safety Files	P, <u>EP</u>
<b><u>INSURANCE</u></b>				
Claims (Not Litigated)	CU + 6	Gov. Code 60200	<u>Safety Office/ Online</u> <u>Online/Safety Files</u>	P, <u>E</u>

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A=Active AU=Audit CL=Closed or Completed CU=Current DB=Database  
E=Electronic I=Injury L=Life O=Open P=Paper PERM=Permanent S=Settled  
T=Termination or Term of Document V=Videos

C:\ProgramData\activePDF\Temp\DocConverter\Folders\Default\input\22777111\_5006101.docx\Administration\Confidential\Administrative Code Current Policies\Title 5\Records Retention\_Risk Management Records 5.05.050.08.docx\ Amended and Updated 12-4-18 by Ordinance No. 18-26

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RECORD	RETENTION PERIOD	REGULATORY INFO	RECORD LOCATION	MEDIA TYPE
Coverage (Including Policies/JPIA MOU's)	PERM	Gov. Code 60200	Online	<u>P, EP, E</u>
<b><u>MISCELLANEOUS</u></b>				
Original Contract	L + 7	State Department		P, E
Litigation (Pending Claim/Litigation or Any Settlement of Litigation)	S + 5	Gov. Code 6254	<u>Safety Office/ Online</u>	P, E
Unaccepted Bids	CL + 2	Gov. Code 34090		P, E
<b><u>SAFETY</u></b>				
Compliance Inspection Reports (Fire equipment, etc.)	<u>3CU + 1</u>	<u>Gov. Code 60200 Cal OSHA</u>	<u>Safety Office/ Online Safety Office</u>	<u>P, EP</u>
Confined Space (Entry permit/ inspection/checklists/test data/notifications)	<u>CU + 1</u>	<u>Cal OSHA Gov. Code 60200</u>	<u>Safety Office/ Online Safety Office</u>	<u>P, EP</u>
Driving Records (DMV)	T + 5	Gov. Code 60200	Safety Office	P
Driving Records (DOT) (Including DMV exams & reports/drivers' hours/logs/pull notices for A&B drivers)	T + 5	Gov. Code 60200	Safety Office	P
Equipment Calibration Records (Fall protection, gas meters, wenches, lanyards, harnesses, etc.)	CL + 5	Gov. Code 60200	On-Site	P
First Aid Treatment and Observation Only Injuries	<u>I + 5</u>	<u>Cal OSHA GCR Tit 8, 3204</u>	<u>Safety Office/ Online Safety Office</u>	<u>P, EP, E</u>
Injury & Accident Reports (Including on the job and vehicle/OSHA log)	<u>PI + 5</u>	<u>Cal OSHA Gov. Code 60200</u>	<u>Safety Office/ Online Safety Office</u>	<u>P, EP, E, DB</u>
Medical Program Records (Medical testing)	T + 30	Gov. Code 60200	Safety Office	P
OSHA Correspondence & Notices	CL + 5	Gov. Code 60200	Safety Office	P
Permits	<u>CU + 3</u>		On-Site/ Safety Office	<u>P, EP</u>

A=Active AU=Audit CL=Closed or Completed CU=Current DB=Database  
 E=Electronic I=Injury L=Life O=Open P=Paper PERM=Permanent S=Settled  
 T=Termination or Term of Document V=Videos

[C:\ProgramData\activePDF\Temp\DocConverter\Folders\Default\input\22777111\\_5006101.docx](#) \\ Administration\Confidential\Administrative Code - Current Policies\Title 5\Records - Retention Risk Management Records 5.05.050.08.docx \\ Amended and Updated 12-4-18 by Ordinance No. 18-26

RECORD	RETENTION PERIOD	REGULATORY INFO	RECORD LOCATION	MEDIA TYPE
Safety Inspections-Internal (Including facility audits)	CU + <del>5</del> 7	<del>Cal OSHA Gov. Code 60200</del>	<u>Safety Office/ Online Safety Office</u>	<u>P, EP</u>
Safety Meeting Minutes	CU + <del>5</del> 7	<del>Cal OSHA Gov. Code 60200</del>	<u>Safety Office/ Online Network</u>	<u>P, EE</u>
Surveillance Program Records (Substance tests/hearing/respirator)	T + 30	Gov. Code 60200	<u>Safety Office/ Online Safety Office</u>	<u>P, EP</u>
Terminal Safety Inspection & Compliance Records (BIT Program – DMV Pulls)	CL + 3	Gov. Code 60200	Safety Office	P
Training Records (Including attendance, new employee orientation, scheduled, certification, tailgate rosters)	CU + 7	<del>Gov. Code 60200</del> <u>Cal OSHA</u>	<u>Safety Office/ Online Safety Office/ Network</u>	<u>P, EP, E</u>
Workers Compensation Files	I + 5 Or CL + 2	CCR 15400.2	Safety Office/ Online	<u>P, EP, E</u>
Workplace Assessments (Including ergonomic studies/job hazard analysis)	CU + <del>5</del> 2	<del>Gov. Code 60200</del> <u>Cal OSHA</u>	<u>Safety Office/ Online</u>	<u>P, E</u>
<u>Workplace Violence Incident Log</u>	<u>CU + 5</u>	<u>LC Section 6401.9(f)</u>	<u>Safety Office/ Online</u>	<u>P, E</u>

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**Ordinance No. 24-**

**Ordinance of the Board of Directors of the Rainbow Municipal Water District  
Amending the Administrative Code Chapter 5.05.050 – Records Retention**

WHEREAS, the Rainbow Municipal Water District has, from time to time, adopted various rules and regulations for the operation of the District; and

WHEREAS, certain of those rules and regulations require updating to reflect best practices, as well as changes in applicable laws; and

WHEREAS, the Board of Directors has determined that changes in the rules or regulations of the District shall occur solely by amendment to the Administrative Code;

NOW, THEREFORE,

BE IT ORDAINED by the Board of Directors of Rainbow Municipal Water District as follows:

1. The following rules and regulations of the District, collected are hereby adopted and shall be incorporated into the Administrative Code, consisting of:

5.05.050.08 - Records Retention – Risk Management Records

2. The General Manager is hereby directed to update the Administrative Code to reflect the approval of these rules and regulations, and to assign or reassign the numbering of the Administrative Code as necessary to codify these rules and regulations as amended.

3. This ordinance shall take effect immediately upon its adoption on this 10th day of December 2024.

\_\_\_\_\_  
Hayden Hamilton, Board President

**ATTEST:**

\_\_\_\_\_  
Terese Quintanar, District Secretary



**AS-NEEDED CONTRACT EXPENDITURES REPORT  
November 2024**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT	INVOICED TO DATE	
<b>Title: On-Call Civil Engineering Services, PSA #22-25   Firm: Ardurra   Expires: 11/2/25   CCO:</b>									
<b>CONTRACT AMOUNT:</b>						\$ 150,000			
		2023-__							
					Unspecified		\$ 150,000.00	\$ -	
						<b>TOTALS:</b>	\$ 150,000	\$ 150,000.00	\$ -
<b>Title: On-Call Civil Engineering Services, PSA #22-26   Firm: Dexter Wilson Eng.   Expires: 11/2/25   CCO:</b>									
<b>CONTRACT AMOUNT:</b>						\$ 150,000.00			
		2023-__							
					Unspecified		\$ 150,000.00		
						<b>TOTALS:</b>	\$ 150,000	\$ 150,000.00	\$ -
<b>Title: On-Call Civil Engineering Services, PSA #22-27   Firm: Harris &amp; Assoc.   Expires: 11/2/25   CCO:</b>									
<b>CONTRACT AMOUNT:</b>						\$ 150,000			
		2023-__							
					Unspecified		\$ 150,000.00		
						<b>TOTALS:</b>	\$ 150,000	\$ 150,000.00	\$ -
<b>Title: On-Call Civil Engineering Services, PSA #22-28   Firm: Water Works Engineers   Expires: 11/2/25   CCO:</b>									
<b>CONTRACT AMOUNT:</b>						\$ 150,000			
		2023-__							
					Unspecified		\$ 150,000.00	\$ -	
						<b>TOTALS:</b>	\$ 150,000	\$ 150,000.00	\$ -
<b>Title: On-Call Real Estate Services, PSA #22-29   Firm: Anderson &amp; Brabant   Expires: 11/3/25   CCO:</b>									
<b>CONTRACT AMOUNT:</b>						\$ 50,000			
		2023-__							
					Unspecified		\$ 50,000.00	\$ -	
						<b>TOTALS:</b>	\$ 50,000	\$ 50,000.00	\$ -

**AS-NEEDED CONTRACT EXPENDITURES REPORT**  
**November 2024**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT	INVOICED TO DATE
<b>Title: On-Call Real Estate Services, PSA #22-30   Firm: Epic Land Solutions   Expires: 11/3/25   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						<b>\$ 50,000</b>		
	Non CIP	2023-01	Closed	2/13/23	Bonsall Reservoir - Appraisal for Rental & Sale of Property. Beck Reservoir - Apparials for Sale of Property.		\$ 7,000.00	\$ 7,000.00
					Unspecified		\$ 43,000.00	\$ -
<b>TOTALS:</b>						<b>\$ 50,000</b>	<b>\$ 7,000.00</b>	<b>\$ 7,000.00</b>
<b>Title: On-Call Land Surveying Services, PSA #22-33   Firm: GIS Surveyors, Inc. (GSI)   Expires: 1/3/2026   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						<b>\$ 100,000</b>		
	Non-CIP	2024-01	Closed	3/28/24	Bonsall Reservoir Staking		\$ 4,840.00	\$ 4,825.00
					Unspecified		\$ 95,160.00	\$ -
<b>TOTALS:</b>						<b>\$ 100,000</b>	<b>\$ 4,840.00</b>	<b>\$ 4,825.00</b>
<b>Title: On-Call Land Surveying Services, PSA #22-34   Firm: KDM Meridian   Expires: 1/3/2026   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						<b>\$ 100,000</b>		
	CIP	2023-01	Closed	2/9/23	Live Oak Park Bridge - Staking of 8" and 16" Water main.		\$ 7,480.00	\$ 6,043.00
	Non-CIP	2024-02	Closed	2/9/24	Kendall Farms Staking		\$ 10,000.00	\$ 10,000.00
	CIP	2024-03	Open	4/25/24	Dentro De Lomas Pump Station Easement Staking		\$ 7,500.00	\$ 5,880.00
					Unspecified		\$ 75,020.00	\$ -
<b>TOTALS:</b>						<b>\$ 100,000</b>	<b>\$ 24,980.00</b>	<b>\$ 21,923.00</b>
<b>Title: On-Call Land Surveying Services, PSA #22-35   Firm: Right-of-Way Eng.   Expires: 1/3/2026   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						<b>\$ 100,000</b>		
	Non-CIP	2023-01	Closed	2/1/23	Genista Place - Staking of existing utility easements.		\$ 2,860.00	\$ 2,450.00
	Non-CIP	2023-02	Closed	2/6/23	Via Monserate/Ramona - Staking of existing utility easements.		\$ 5,550.00	\$ 2,692.34
	Non-CIP	2023-03	Closed	2/28/23	Via Mariposa - Staking of existing easment.		\$ 2,970.00	\$ 2,545.00
	Non-CIP	2023-04	Closed	8/9/23	Maravilla Lane - Staking of existing pipeline.		\$ 6,750.00	\$ 5,908.70
	CIP	2024-05A	Open	8/7/24	Camino Del Ray Water Line Survey (PN: 600026)		\$ 31,980.00	\$ 29,395.00
	CIP	2024-06	Open	8/27/24	FPUD Olive Hill Lane to RMWD Olive Hill Lane (PN: 600092)		\$ 3,380.00	\$ 3,352.48
	CIP	2024-07A	Open	10/24/24	FPUD Maravilla Drive to RMWD Maravilla Drive (PN: 600091)		\$ 10,190.00	\$ 3,950.00
					Unspecified		\$ 36,320.00	\$ -
<b>TOTALS:</b>						<b>\$ 100,000</b>	<b>\$ 63,680.00</b>	<b>\$ 50,293.52</b>
<b>Title: On-Call Geotechnical Services, PSA #22-36   Firm: Atlas Tech Consultants  Expires: 1/6/2026   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						<b>\$ 100,000</b>		
	Non-CIP	2023-01	Open	2/21/24	Morro Tank Movement		\$ 42,550.00	\$ 11,891.50
					Unspecified		\$ 57,450.00	\$ -
<b>TOTALS:</b>						<b>\$ 100,000</b>	<b>\$ 42,550.00</b>	<b>\$ 11,891.50</b>

**AS-NEEDED CONTRACT EXPENDITURES REPORT**  
**November 2024**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT	INVOICED TO DATE
<b>Title: On-Call Geotechnical Services, PSA #22-37   Firm: Leighton Consultants   Expires: 1/6/2026   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						\$ 100,000		
	600013	2024-01A	Open	10/28/24	West Lilac, Rancho Amigos, & Dentro Pump Stations		\$ 84,177.00	\$ 60,308.50
					Unspecified		\$ 15,823.00	\$ -
<b>TOTALS:</b>						\$ 100,000	\$ 84,177.00	\$ 60,308.50
<b>Title: On-Call Geotechnical Services, PSA #22-38   Firm: Ninyo &amp; Moore   Expires: 1/6/2026   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						\$ 100,000		
	CIP	2023-01	Closed	4/4/23	Sumac Communication Tower Photovoltaic & Battery System -		\$ 9,732.00	\$ 562.50
					Unspecified		\$ 90,268.00	\$ 562.50
<b>TOTALS:</b>						\$ 100,000	\$ 9,732.00	\$ 562.50
<b>Title: On-Call Construction Management &amp; Insp. Services, PSA #23-04   Firm: Acroscopic   Expires: 5/23/26   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						\$ 100,000		
	CIP	2024-01	Open	3/22/24	District wide Construction Management Services		\$ 100,000.00	\$ 41,212.50
					Unspecified		\$ -	\$ -
<b>TOTALS:</b>						\$ 100,000.00	\$ 100,000.00	\$ 41,212.50
<b>Title: On-Call Construction Management &amp; Insp. Services, PSA #23-05   Firm: Ardurra   Expires: 5/23/26   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						\$ 100,000		
					Unspecified		\$ 100,000.00	\$ -
<b>TOTALS:</b>						\$ 100,000	\$ 100,000.00	\$ -

**AS-NEEDED CONTRACT EXPENDITURES REPORT  
November 2024**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT	INVOICED TO DATE
<b>Title: On-Call Construction Management &amp; Insp. Services, PSA #23-06   Firm: Valley CM   Expires: 5/23/26   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						\$ 100,000		
	Non-CIP	2023-01	Open	8/2/23	District staff support with coordination & logistics in finalizing the Standard Specifications and Drawings.		\$ 18,500.00	\$ 12,765.00
	Both	2023-02A	Open	8/4/23	Inspection support services on various District projects.		\$ 81,500.00	\$ 62,328.00
					Unspecified		\$ -	\$ -
					<b>TOTALS:</b>	\$ 100,000	\$ 100,000.00	\$ 75,093.00
<b>Title: On-Call Environmental Services, PSA #23-07   Firm: Helix   Expires: 5/23/26   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						\$ 100,000		
	Non-CIP	2023-01	Closed	8/4/23	Nesting bird surveys for upcoming tree trimming at District headquarters.		\$ 2,025.00	\$ 652.50
	600013	2023-02	Open	8/17/23	Environmental compliance support for the West Lilac, Rancho Amigas, & Dentro de Lomas Pump Station project.		\$ 6,240.00	\$ 5,880.00
	530001	2023-03	Open	10/24/23	LS-1 Replacement environmental compliance support services		\$ 43,711.00	\$ 31,801.69
	600013	2024-04	Open	1/12/24	Pump Stations Bird Surveys		\$ 3,200.00	\$ 3,151.30
	Non-CIP	2024-05A	Open	3/19/24	Bird Nesting Surveys Canonita Tank & HQ B-Plant		\$ 3,155.01	\$ 2,736.77
	Non-CIP	2024-06	Open	4/18/24	Environmental Beck Reservoir		\$ 4,262.00	\$ 2,403.14
	Various CIP	2024-07	Open	8/1/24	Year 1 CIP Categorical Exemptions		\$ 15,290.00	\$ 2,525.00
					Unspecified		\$ 22,116.99	\$ -
					<b>TOTALS:</b>	\$ 100,000	\$ 77,883.01	\$ 49,150.40
<b>Title: On-Call Environmental Services, PSA #23-08   Firm: RECON   Expires: 5/23/26   CCO:</b>								
<b>CONTRACT AMOUNT:</b>						\$ 100,000		
		2024-____			Unspecified		\$ 100,000.00	\$ -
					<b>TOTALS:</b>	\$ 100,000	\$ 100,000.00	\$ -