



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD  
RANCHO MURIETA, CALIFORNIA 95683  
916-354-3700  
FAX – 916-354-2082

### AGENDA

*“Your Independent Local Government Agency Providing  
Water, Wastewater, Drainage, Security, and Solid Waste Services”*

#### SPECIAL BOARD MEETING

**AUGUST 30, 2017**

Call to Order @ 5:00 p.m.  
District Administration Building – Board Room  
15160 Jackson Road  
Rancho Murieta, CA 95683

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#### BOARD MEMBERS

Mark Pecotich	President
Morrison Graf	Vice President
Les Clark	Director
John Merchant	Director
Gerald Pasek	Director

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#### STAFF

Edward R. Crouse	Interim General Manager
Steve Mobley	Interim Security Chief
Paul Siebensohn	Director of Field Operations
Eric Thompson	Controller
Suzanne Lindenfeld	District Secretary

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT**  
**SPECIAL BOARD MEETING**  
**AUGUST 30, 2017 ~ 5:00 p.m.**

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

**NOTICE IS HEREBY GIVEN** that the President of the Board of Directors of the Rancho Murieta Community Services District has called a Special Meeting of the Board to be held on August 30, 2017 at 5:00 p.m. at the Rancho Murieta Community Services District Board Room at 15160 Jackson Road, Rancho Murieta.

**AGENDA**

1. **CALL TO ORDER, ROLL CALL** - Determination of Quorum - President Pecotich **(Roll Call)** 5:00
2. **ADOPT AGENDA (Motion)**
3. **COMMENTS FROM THE PUBLIC**  
*For this Special Meeting, members of the public may ONLY comment on items specifically agendized. If you wish to address the Board, as a courtesy, please state your name and address, and reserve your comments to no more than 3 minutes so that others may be allowed to speak. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.*
4. **CONSIDER ACCEPTANCE OF APPARENT LOW BID AND CONSIDER CONTRACT AWARD TO BRADLEY & SONS, INC., FOR THE EMERGENCY WELL PROJECT** (Discussion) **(Motion) (Roll Call Vote)** (5 min.)
5. **CLOSED SESSION**  
*Under Government Code 54957: Closed session for public employee appointment or employment of the General Manager position.*
6. **OPEN SESSION/REPORT ACTION FROM CLOSED SESSION**
7. **DIRECTOR COMMENTS/SUGGESTIONS**
8. **ADJOURNMENT (Motion)**

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is August 29, 2017. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

## MEMORANDUM

Date: August 29, 2017  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Consider Acceptance of Apparent Low Bid and Consider Contract Award to Bradley & Sons, Inc., for the Emergency Well Project

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### RECOMMENDED ACTION

Approve bid from Bradley & Sons, Inc. for the Emergency Well Project drilling of well, in an amount not to exceed \$319,088. Funding to come from Water Augmentation Reserves.

### BACKGROUND

*Updates are in blue Italics.*

Bids were received and opened on July 21, 2017 after 11:30 a.m., read aloud, and recorded. Seven (7) bids were received. The lowest base bid coming from Bradley & Sons Inc. The lowest base bid plus alternative bid also came from Bradley and Sons, Inc. This bid is to drill one (1) well at the most probable site for water, designated in all prior studies as TH-B, located on the Anderson Ranch, west of the airport, and north of the river at a borehole depth of 350'. The bids received are listed in the table below from lowest base bid to highest.

<b>Company</b>	<b>Base Bid Price</b>	<b>Alternate Bid Price</b>	<b>Total with Alt. Bid</b>
Bradley & Sons Inc.	<b>\$198,725</b>	\$91,355	\$290,080
Nor-Cal Pump & Well Drilling	<b>\$204,491</b>	\$153,837	\$358,328
Well Industries Inc., dba Northstate Drilling	<b>\$223,115</b>	\$144,950	\$368,065
Maggiore Bros Drilling, Inc.	<b>\$239,705</b>	\$85,443	\$325,148
Eaton Drilling Co. Inc.	<b>\$261,395</b>	\$155,325	\$416,720
Zim Industries	<b>\$279,140</b>	\$147,145	\$426,285
Cascade Drilling, L.P	<b>\$493,215</b>	\$225,265	\$718,480

\* Awarding of the bid was specified in the bid packet as being based on the base bid items.

Awarding of the project was predicated on the District receiving a Right of Entry Agreement (ROE) or ownership for the proposed well site. The Agreement for Limited Right of Entry for Test Well Drilling, signed by Carol Anderson Ward, received Friday, August 11, 2017, is attached.

*At the August 16, 2017 Regular Board Meeting, the Board agreed, by consensus, to hold off on this item to allow staff to work with the landowner on an agreed to permanent easement and use agreement and a reduction of the liability insurance for the right of entry.*

*The ROE was returned with the liability insurance coverage reduced to \$1,000,000, commensurate with the contractor's liability coverage and the previous ROEs.*

*The draft Term Sheet of Agreement for Emergency Well was returned with redlined edits to the landowner. While the initial draft was based on a 1994 agreement for an augmentation water supply well, the redline edits attempt to narrow the focus of the agreement to emergency use of the well by the District and landowner use in times of severe drought when other sources of water are unavailable.*

For the long term viability of the well, it is recommended that the alternate bid items for stainless steel be included. As the window of opportunity is relatively short for this project, staff recommends awarding the project to Bradley and Sons Inc. for the base bid plus all alternative items, as well as a ten percent (10%) contingency, to cover all potential costs for the awarded contractor for this project to avoid any potential delays with additional approvals. Should we proceed and a contract be awarded, we would approve only the base bid plus the stainless steel items. Any costs needing an alternative item or be from contingency would have to be approved by the General Manager and would be conveyed to the Board and public in the project updates.

*As for schedule of award, Bradley & Sons has agreed to extend the award period until after the September Board meeting with a day for day extension of the time of completion and end date.*

*Regional Water Authority (RWA) has confirmed that the grant funding ends December 31, 2017; however, there are several other projects that may not be finished as well. RWA is moving forward with an extension of grant funding to June 30, 2018 to allow this project as well as the other projects to be completed and funded by the grant.*

**The Improvements Committee recommends approval.**

**AGREEMENT FOR LIMITED RIGHT OF ENTRY  
FOR TEST WELL DRILLING**

Sacramento County, California  
APN: Parcel of 073-0180-027

This Agreement for Limited Right of Entry for Test Well Drilling (Agreement) is made and entered into as of this 11th day of August, 2017, by and between CAROL ANDERSON WARD, TRUSTEE OF THE CAROL ANDERSON WARD TRUST ESTABLISHED FEBRUARY 6, 2002 (Ward) and RANCHO MURIETA COMMUNITY SERVICES DISTRICT (District).

**RECITALS**

WHEREAS, Ward owns that certain real property located in the County of Sacramento, State of California, identified as Sacramento County Assessor's Parcel No. 073-0180-027 (Property).

WHEREAS, the District desires to drill a test well for water at a location on the western side of the Property as depicted in **Exhibit A** attached hereto (Test Well), and if that well meets the District's requirements, the District intends to seek an easement from Ward to allow it to drill, operate, and maintain a water well on the Property.

WHEREAS, the District has requested permission to enter Ward's Property for itself and its geotechnical engineering firm NV5, its selected well driller, and other contractors, subcontractors, and consultants (hereinafter collectively referred to as "District Team") for the purpose of drilling the Test Well.

WHEREAS, Ward is willing to permit the District and the District Team to enter the Property for the limited purpose of drilling the Test Well at the location on the Property identified in the attached **Exhibit A**, subject to the limitations set forth below.

NOW, THEREFORE, it is mutually agreed as follows:

1. PERMISSION TO ENTER.

- 1.1. Ward hereby grants to District and the District Team a right to enter upon the Property, as set forth herein, for the purpose of drilling the Test Well and accomplishing such other activities that are necessary to the completion of the drilling of the Test Well.
- 1.2. District and District Team shall access the Property only through that a point of entry located at [DESCRIBE] and shall traverse the Property only within the fifteen-foot (15') wide path [confirm] as generally depicted in **Exhibit A** attached hereto.
- 1.3. District and/or District Team shall not interfere with Ward and/or her employees, contractors, subcontractors, consultants, or other representative's use of the land

ORIGINAL



and/or their land management practices on the Property, including, without limitation, their use of the Property for agricultural purposes.

- 1.4. Before District and/or District Team access the Property under this Agreement, Ward and District shall mutually agree upon a general schedule for District and District Team's access to the Property to complete the work permitted pursuant to this Agreement in order to avoid conflicts with the land uses and land use management practices of Ward and her employees, contractors, subcontractors, consultants, and/or other representatives.
- 1.5. District and/or District Team shall notify Ward of their intent to enter the Property for the purpose of performing those activities permitted under this Agreement no less than forty-eight (48) hours in advance of any such entry.
- 1.6. In the event of the need for emergent repair or maintenance, District shall have the right to enter the Property in the manner provided under this Agreement, but at dates and/or times other than set forth in the agreed-upon schedule, subject to reasonable prior notice to Ward.

2. SCOPE OF PERMISSION. The grant of permission to enter the Property is expressly and specifically limited to **non-exclusive** access to only that limited portion of the Property identified herein and only for the purposes stated herein. The permission provided under this Agreement does not constitute a grant of any permanent right or interest in or to the Property. Any conveyance of any interest or right to the Property, or any portion thereof, shall be by a separate instrument negotiated, agreed to, and executed by Ward and the District with specific descriptions of any easement or interest that may be conveyed by such a separate document.

3. AUTOMATIC TERMINATION. The privileges granted herein are valid for twelve (12) months from the date that Ward approves and executes this Agreement, and this Agreement shall automatically terminate on that date unless otherwise agreed to by the parties in a signed, written agreement.

4. OWNERSHIP/REMOVAL OF EQUIPMENT. All tools, equipment, and other personal property taken upon or placed upon the Property by District and/or District Team shall remain the property of District and/or District Team, but must be removed by District and/or District Team within a reasonable time after the termination of the right of entry granted herein, which period shall not exceed sixty (60) days, unless an extension of time to store such property is expressly agreed to by the parties hereto in a separate signed, written agreement. Ward is authorized to remove and dispose of or sell any and all tools, equipment, and other personal property left on the Property for more than sixty (60) days following the termination of this Agreement, or following any other deadline agreed upon in a separate signed, written document, and District shall indemnify Ward for any costs and fees incurred by Ward for such efforts and indemnify and defend Ward against claims, causes of action, demands, or charges, and from any loss or liability, including but not limited to all costs, penalties, expenses, attorney's fees, litigation costs, and other fees that may result from Ward's actions pursuant to, and as provided by, this provision.



5. COSTS/FEEES. District shall bear responsibility for all costs of developing and constructing the Test Well, including any current or future permitting costs or fees relating to the development and/or operation of the Test Well.

6. RESPONSIBILITY FOR DAMAGE. If any action of District and/or District Team's officers, employees, assigns, agents, contractors, subcontractors, consultants, or other representatives results in physical damage to the real Property and/or any personal property located at the Property, District and/or District Team will, at Ward's election, either repair such damage to a similar condition or make an appropriate settlement with Ward to compensate for such damage. This includes any damage that results from the drilling of the Test Well in the event that no future agreement for a permanent easement is reached. In no event shall such repair or settlement exceed ~~\$3,500,000~~ <sup>\$1,000,000</sup> above the fair market value of the fee interest of the Property at the time immediately preceding such physical damage, without any reduction in value that may be caused by this Agreement. In advance of any work under this Agreement, the District and/or District Team shall present a certificate of insurance to Ward confirming current and comprehensive liability insurance coverage in the amount of at least ~~\$2,000,000.00~~ <sup>\$1,000,000</sup>. Any environmental damage caused by District and/or District Team will not be subject to any limitation and shall be the sole responsibility of District to mitigate. *OK*

7. INDEMNIFICATION/HOLD HARMLESS. District shall indemnify, defend, and hold Ward and any and all of her directors, officers, employees, volunteers, representatives, and agents harmless from any and all claims, causes of action, demands, or charges, and from any loss or liability, including but not limited to all costs, penalties, expenses, attorney's fees, litigation costs, and other fees, caused or contributed to in whole or in part, whether directly or indirectly, by reason of any negligent act or omission or fault or any willful or intentional act or misconduct, whether active or passive of District, District Team, and/or their officers, employees, assigns, agents, contractors, subcontractors, consultants, or other representatives.

8. NOTICE. Notice as required by this Agreement shall be considered given by contacting the following by telephone and/or email:

7.1. Notice to Carol Anderson Ward, Trustee:

Carol Anderson Ward  
14300 Jackson Road  
P. O. Box 1280  
Rancho Murieta, CA 95683  
916.803.4363

Or

John M. Sullivan  
14670 Cantova Way Suite 220  
P.O. Box 1280  
Rancho Murieta, CA 95683-1280  
916.807.4360

7.2. Notice to District / District Team:

General Manager  
Rancho Murieta CSD  
P. O. Box 1050  
Rancho Murieta, CA 95683

9. AUTHORITY. The undersigned, by their respective signatures, represent that: (i) Ward is the owner of the subject Property and has the legal authority to grant the limited right of entry provided in this Agreement; and (ii) the District representative has the authority to execute this Agreement on behalf of District and bind District to all of the promises and obligations set forth herein.

10. ENTIRE AGREEMENT. This Agreement and any attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

CAROL ANDERSON WARD, TRUSTEE  
OF THE CAROL ANDERSON WARD  
TRUST ESTABLISHED FEBRUARY 6, 2002

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

By \_\_\_\_\_  
Carol Anderson Ward, Trustee  
Telephone: 916.803.4363

By \_\_\_\_\_  
Name:  
Title:  
Telephone:  
Email:

Attachment:

Figure – Well Site location

As shown on the RMCS D initial study as to the Anderson Ward West Ranch location





7.2. Notice to District / District Team:

General Manager  
Rancho Murieta CSD  
P. O. Box 1050  
Rancho Murieta, CA 95683

9. AUTHORITY. The undersigned, by their respective signatures, represent that: (i) Ward is the owner of the subject Property and has the legal authority to grant the limited right of entry provided in this Agreement; and (ii) the District representative has the authority to execute this Agreement on behalf of District and bind District to all of the promises and obligations set forth herein.

10. ENTIRE AGREEMENT. This Agreement and any attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed on this 11<sup>th</sup> day of August 2017.

CAROL ANDERSON WARD, TRUSTEE  
OF THE CAROL ANDERSON WARD  
TRUST ESTABLISHED FEBRUARY 6, 2002

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

By Carol Anderson Ward  
Carol Anderson Ward, Trustee  
Telephone: 916.803.4363

By \_\_\_\_\_  
Name:  
Title:  
Telephone:  
Email:

Attachment:



Figure – Well Site location


As shown on the RMCS D initial study as to the Anderson Ward West Ranch location

*ORIGINAL SIGNATURE*

Test Well CSD 2017  
**EXHIBIT A**

**Legend**

-  Cosumes
-  PW-B Elev. 131.2' 073-0180-027



 PW-B Elev. 131.2' 073-0180-027



Google Earth

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1000 ft

