



Tuesday, October 11, 2022 at 1:00 PM
Valley Sanitary District Board Room
45500 Van Buren Street, Indio, CA 92201

**BOARD OF DIRECTORS
REGULAR SESSION
AGENDA**

Valley Sanitary District is open to the public and board meetings will be conducted in person. In addition to attending in person, members of the public may view and participate in meeting via the following:

Zoom link: <https://us06web.zoom.us/j/85171807028>

Meeting ID: 851 7180 7028

To address the Board of Directors during the virtual live session via zoom, please email the Clerk of the Board at hgould@valley-sanitary.org or, alternatively, during the specific agenda item or general comment period (i.e. non-agenda items), please use the "raise your hand" function in zoom in order to be recognized by the Clerk of the Board in order to provide comments in real time.

The Clerk of the Board will facilitate to the extent possible any email requests to provide oral testimony that are sent during the live meeting. Members of the public may provide Oral testimony in person or during the virtual live session and are limited to three minutes each. To address the Board in person please complete speaker request card located at in the Board Room and give it to the Clerk of the Board.

If you are unable to provide comments during the meeting, written public comments on agenda or non-agenda items may be submitted by email to the Clerk of the Board at hgould@valley-sanitary.org. Written comments must be received by the Clerk of the Board no later than 11:00 a.m. on the day of the meeting.

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **OCTOBER EMPLOYEE ANNIVERSARIES**
Holly Gould, Clerk of the Board - 13 years
Grant Fournier, Collections System Tech II - 3 years

5. PUBLIC COMMENT

6. CONSENT CALENDAR

Consent calendar items are expected to be routine and noncontroversial, to be acted upon by the Board of Directors at one time, without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

6.1 [Approve Board Meeting Minutes of September 27, 2022](#)

Recommendation: Approve

6.2 [Approve Warrants for October 11, 2022](#)

Recommendation: Approve

7. NON-HEARING ITEMS

7.1 [Authorize the General Manager to Issue a Purchase Order to Flo-Systems Inc. for the Purchase of Two Replacement Primary Scum Sump Pumps in an Amount not to Exceed \\$67,200](#)

Recommendation: Approve

7.2 [Authorize the General Manager to Issue a Purchase Order to Xylem for the Purchase of Two Submersible Drain Pumps in an Amount not to Exceed \\$30,055](#)

Recommendation: Approve

7.3 [Authorize the General Manager to Execute an Amendment to the Professional Services Contract with Advanced Resources for Temporary Laboratory Staffing in the Amount of \\$16,368](#)

Recommendation: Approve

7.4 [Authorize the General Manager to Execute a Five-Year Contract with Promium, LLC, for the Purchase and Implementation of a Laboratory Information Management System \(LIMS\) in an Amount Not to Exceed \\$105,156](#)

Recommendation: Approve

7.5 [Amend the Authorized Positions to Include an Additional Full-Time Laboratory Technician and Authorize Funding for the Position](#)

Recommendation: Approve

7.6 [Authorize the General Manager to Execute a Purchase Order for the Purchase of a 500-Kilowatt Caterpillar Generator and Transfer Switch in an Amount Not to Exceed \\$191,546](#)

Recommendation: Approve

7.7 [Discuss Proposal Received from NBS to Perform a Sewer Rate Study Update and Expanded Connection and Capacity Fee Study and Provide Direction](#)

Recommendation: Discussion

8. GENERAL MANAGER'S REPORT

8.1 [Monthly General Managers Report - August 2022](#)

Recommendation: Receive

9. COMMITTEE REPORTS

9.1 [Operations Committee Meeting - October 4, 2022](#)

Recommendation: Discuss

10. DIRECTOR'S ITEMS

11. INFORMATIONAL ITEMS

12. PUBLIC COMMENT

This is the time set aside for public comment on any item to be discussed in Closed Session. Please notify the Secretary at the beginning of the meeting if you wish to speak on a Closed Session item.

13. CONVENE IN CLOSED SESSION

13.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957(b)(1) Title: General Manager

14. CONVENE IN OPEN SESSION

15. ADJOURNMENT

POSTED October 6, 2022
Holly Gould
Clerk of the Board
Valley Sanitary District

PUBLIC NOTICE

In compliance with the Americans with Disabilities Act, access to the Board Room and Public Restrooms has been made. If you need special assistance to participate in this meeting, please contact Valley Sanitary District (760) 235-5400. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA TITLE II). All public records related to open session items contained on this Agenda are available upon request at the Administrative Office of Valley Sanitary District located at 45-500 Van Buren Street, Indio, CA 92201. Copies of public records are subject to fees and charges for reproduction.



**ITEM 6.1
ACTION**

Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Holly Gould, Clerk of the Board
SUBJECT: Approve Board Meeting Minutes of September 27, 2022

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

None

Background

The meeting minutes for the Board of Directors Meeting held September 27, 2022.

Attachments

[27 Sep 2022 Meeting Minutes..pdf](#)

**VALLEY SANITARY DISTRICT
MINUTES OF REGULAR BOARD MEETING
September 27, 2022**

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, September 27, 2022, at 45-500 Van Buren St., Indio, CA 92201.

1. CALL TO ORDER

President Sear called the meeting to order at 1:00 p.m.

1.1 Roll Call

Directors Present:

Debra Canero, Dennis Coleman, Mike Duran, Scott Sear, William Teague

Staff Present:

Beverli Marshall, Holly Gould, Jeanette Juarez, Ron Buchwald, Anna Bell, Ivan Monroy, Tino Tijerina, Daniel Mills, Bob Hargreaves and Joseph Sanchez, Best Best & Krieger

1.2 Pledge of Allegiance

2. PUBLIC COMMENT

Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item or any item not appearing on the agenda.

None.

3. CONSENT CALENDAR

3.1 Approve Minutes for September 13, 2022, Regular Meeting

3.2 Approve Warrants for September 8 through September 21, 2022

3.3 Monthly Financial Report for August 30, 2022

3.4 Receive and File Credit Card Report for August 30, 2022

3.5 Authorize Tuition Reimbursement for Beverli A. Marshall, General Manager, Per District Policy, for \$1,000

ACTION TAKEN:

MOTION:

Director Teague motioned to approve the consent calendar as presented. Director Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3230

4. PUBLIC HEARING

- 4.1 Adopt Ordinance No. 2022-121 Amending Sewer Construction and Use Ordinance and Rescind Ordinance No. 2010-118

President Sear asked Ms. Marshall to summarize the actions leading up to the Public Hearing. Ms. Marshall stated that pursuant to Government Code Section 6062a, a notice of the Public Hearing was published in the Desert Sun newspaper on September 15, 2022, and September 21, 2022. President Sear read the procedures to be followed during the hearing and asked Ms. Marshall to summarize any written communications regarding the proposed Sewer Construction and Use Ordinance 2022-121. Ms. Marshall informed the Board that no written communication had been received. President Sear declared the Public Hearing open at 1:05 p.m. and asked Ms. Marshall to give a brief staff report followed by any public testimony. Being no comments from the public, President Sear declared the Public Hearing closed at 1:07 p.m. Staff reported that the amended ordinance completed the 45-day review with the Regional Board with no comment.

"AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE VALLEY SANITARY DISTRICT AMENDING THE SEWER CONSTRUCTION AND USE ORDINANCE"

ACTION TAKEN:

MOTION:

Director Duran motioned to approve the amended Sewer Construction and Use Ordinance 2022-121. Vice President Canero seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

ORDINANCE NO. 2022-121

5. NON-HEARING ITEMS

- 5.1 Adopt Resolution No. 2022-1170 Amending and Updating the Maximum Concentration Limits for Wastewater Discharges

In accordance with the Sewer Construction and Use Ordinance updates, a discharge limits study was conducted using the Environmental Protection Agency (EPA) July 2004 Local Limits Development Guidance Document. The study identified 15 Pollutants of Concern (POC) based on EPA's "National" constituents list. The current limits were found to be sufficiently protective. Changes to the local limits

were administrative updates, including formatting, consistent with significant figures and language. Resolution 2022-1170 updates the reference to Ordinance No. 2022-121 and reflects the updated NPDES Order No. R7-2020-0007.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT ESTABLISHING MAXIMUM CONCENTRATION LIMITS FOR WASTEWATER DISCHARGES TO THE VALLEY SANITARY DISTRICT WASTEWATER RECLAMATION FACILITY”

ACTION TAKEN:

MOTION:

Director Teague motioned to adopt Resolution No. 2022-1170, Establishing Maximum Concentration Limits for Wastewater Discharges to the Valley Sanitary District Wastewater Reclamation Facility. Director Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

RESOLUTION NO. 2022-1170

5.2 Authorize the General Manager to Issue a Purchase Order for Fuel Tank Repairs in an Amount Not to Exceed \$182,321.06

In August 2022, staff submitted a proposal (RFP) for a fuel management system for two onsite fueling stations and a replacement 1000-gallon diesel fuel tank. The RFP closed on August 31, 2022, with no responses. The District's current diesel fuel tank is a 32-year-old single-wall styled tank on stilts. It is recommended to replace the tank with a ConVault tank, similar to the districts existing unleaded fuel tank, to have parts and equipment compatible for both tanks. Implementing a fuel management system that will allow VSD to monitor costs, usage better, and quantity of fuel is also recommended. Due to no bids being received from the RFP, Orange Coast Petroleum, Inc. provided staff with a proposal for an amount not to exceed \$182,321.06.

ACTION TAKEN:

MOTION:

Director Duran motioned to authorize the purchase of a replacement diesel tank and fuel management system from Orange Coast Petroleum Equipment, Inc. for an amount not to exceed \$182,321.06. Vice President Canero seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3231

5.3 Authorize the General Manager to Execute a Contract with Trimax to Replace Plant Blower System Master Control Panel and Three Local Control Panel Programmable Logic Controllers (PLC) in an Amount Not to Exceed \$86,110

The Blower System, installed in 2006, has had some components replaced due to failure. Due to supply chain issues and electronics shortages, these replacement parts have an extended delivery time. Staff has identified that the Master Control Panel and three Local Control Panel equipment need to be upgraded for operational continuity. Trimax is the sole SCADA integrator for the District. Staff recommends upgrading all blower system electronic equipment related to the PLC and SCADA system in an amount not to exceed \$86,110.

ACTION TAKEN:

MOTION:

Vice President Canero motioned to authorize the General Manager to execute a contract with Trimax to upgrade all blower system electronic equipment related to the PLC and SCADA system in an amount not to exceed \$86,110. Secretary/Treasurer Coleman seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3232

- 5.4 Authorize the General Manager to Execute a Contract with Trimax to Replace Programmable logic Controller (PLC) Central Processing Unit and Input/Output Modules for PLC600 and PLC 460 in an Amount Not to Exceed \$102,975

The PLC 600, located at the Hypochlorite Building, and PLC 460, located at the Pond Aeration Building, were installed in 2006. Some components have been replaced due to failure. Due to supply chain issues and electronics shortages, the replacement parts have an extended delivery time. Staff recommends replacing PLC 600 and PLC 460 for operational continuity. Trimax is the sole SCADA integrator for the District. Staff recommends executing a contract with Trimax to upgrade PLC 600 and PLC 460 relating to the network and SCADA system in an amount not to exceed \$102,975.

ACTION TAKEN:

MOTION:

Director Duran motioned to authorize the General Manager to execute a contract with Trimax to upgrade PLC 600 and PLC 460 relating to the network and SCADA system in an amount not to exceed \$102,975. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3233

- 5.5 Authorize the General Manager to Negotiate and Execute a Sewer Service Agreement Between the District and the Cabazon Band of Cahuilla Indians

The original sewer service agreement between the Valley Sanitary District and the Cabazon Band of Mission Indians was executed on September 10, 1985, and expired on June 30, 1995. The District has continued to provide sewer service to the Tribe since then. The Tribe has subsequently changed its

name to the Cabazon Band of Cahuilla Indians. The District adopted a new rate structure and methodology as of July 1, 2021. As part of the new methodology, the calculation for all connections was changed from a flat rate to a combination of fixed and volumetric charges. The impact on the Tribe was notable, primarily due to the volumetric component of the rate calculation. The new agreement reflects the change in calculation methodology while providing for the District to modify the calculation methodology as needed during the term of the agreement. Staff has had numerous discussions with the Tribe about the volumetric calculation and has recommended that the Tribe install flow meters in the lateral connections to the District's system. The metered flow could then be used to calculate the volumetric flow for the rates instead of the current water meter data. If the Tribe installs flow meters, the District will use that information to calculate future service charges instead of the current water meter data.

ACTION TAKEN:

MOTION:

Director Duran motioned to authorize the General Manager to negotiate and execute a sewer service agreement between the District and the Cabazon Band of Cahuilla Indians. Vice President Canero seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3234

- 5.6 Approve Third Amendment to the Employment Agreement with Beverli A. Marshall, General Manager, Increasing the General Manager's Salary to Reflect the Cost-of-Living Adjustment Pursuant to Section 3 of the Agreement

On May 24, 2022, the Board adopted Resolution No. 2022-1163, which included a cost-of-living adjustment of 5% for all District employees effective July 1, 2022. The employment agreement with the General Manager includes language providing a cost-of-living adjustment that is the same as provided to all employees of the District. Per California Government Code § 54956(b), the Board cannot adjust the General Manager's salary, salary schedule, or benefits unless done at a regular meeting of the Board. In addition, California Government Code § 54953(c)(3) requires that an oral report summarizing the proposed action be made at the same meeting as the action taken. The language included in this third amendment reflects the new biweekly pay rate of \$10,140, which is 5% higher than the General Manager's current pay rate of \$9,657. The effective date of the amendment is July 1, 2022, to coincide with the COLA provided to all other District employees.

ACTION TAKEN:

MOTION:

Director Teague motioned to approve the third amendment to the General Manager employment agreement, supporting a 5% cost-of-living increase effective July 1, 2022. Vice President Coleman seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Sear, Teague

NOES: Duran

MINUTE ORDER NO. 2022-3235

- 5.7 Adopt Resolution No. 2022-1171 Amending the Valley Sanitary Wage Schedule Effective July 1, 2022, and Rescind Resolution No. 2022-1163

On May 24, 2022, the Board of Directors adopted Resolution 2022-1163 amending the VSD Bi-Weekly Wage Schedule to reflect a cost-of-living adjustment (COLA) of 5% and various special compensation and benefits for District employees effective July 1, 2022. The Employment Agreement between VSD and the General Manager includes a COLA that is the same as approved for employees. The amended Wage Schedule reflects this salary adjustment. In addition to amending the Wage Schedule, Resolution No. 2022-1171 officially changes the lateral certification incentive pay as determined by the Board at its August 30, 2022, meeting.

ACTION TAKEN:

MOTION:

Director Teague motioned to adopt Resolution No. 2022-1171, amending the Bi-Weekly Wage Schedule effective July 1, 2022, and rescinding Resolution No. 2022-1163. Director Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Sear, Teague

NOES: Duran

RESOLUTION NO. 2022-1171

6. GENERAL MANAGER'S ITEMS

None.

7. COMMITTEE REPORTS

None.

8. DIRECTOR'S ITEMS

- 8.1 Verbal Report on Special District Leadership Academy in Napa,

President Sear and Vice President Canero commented on their attendance at the CSDA Special District Leadership Academy in Napa, CA. They both stated it was a great conference with many networking opportunities.

9. INFORMATIONAL ITEMS

None.

10. PUBLIC COMMENT

Please notify the Clerk of the Board in advance of the meeting if you wish to speak on an item to be discussed in Closed Session.

None.

President Sear called for a short recess at 1:54 p.m. The Board of Directors reconvened at 2:03 p.m. Roll call was taken, and all Directors were present.

11. CONVENE IN CLOSED SESSION

Items discussed in Closed Session comply with the Ralph M. Brown Act.

- 11.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: General Manager
-

The Board adjourned to Closed Session at 2:03 p.m.

12. CONVENE IN OPEN SESSION

Report out on Closed Session items

The Board reconvened in open session at 3:19 p.m. President Sear stated nothing to report.

13. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 3:20 p.m. The next regular Board meeting will be on October 11, 2022.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District



Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Approve Warrants for October 11, 2022

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

The total charges incurred for the warrants from September 22, 2022, through October 4, 2022, are \$363,568.21.

Background

The attached warrants list shows all disbursements from September 22, 2022, through October 4, 2022.

Attachments

[Warrants for October 11, 2022.pdf](#)

DISBURSEMENTS
Approved at the Board Meeting of
October 11, 2022

40887 Anna Bell	CWEA TNI Workshop reimbursement	\$366.13
40888 Grainger	Disposable gloves	\$249.37
40889 Hach Company	Nitrate TNT+	\$395.60
40889 Hach Company	Spec color std, dpd chlorine - HR	\$350.12
40890 Raul Pena	Lateral grant program reimbursement - Raul Pena	\$4,000.00
40891 South Coast A.Q.M.D	Permit fees - Recycled Water Project Phase 1	\$24,931.58
40892 United Way of the Desert	PR 09/02/2022 - 09/15/2022 PD 09/23/2022	\$20.00
40893 Advanced Resources, LLC	Temp staffing - 9/6/2022-9/18/2022	\$2,976.00
40894 Benlo RV	2 Air filters 2 oil filters	\$128.11
40895 Beverli Marshall	Tuition reimbursement - July-August 2022	\$1,000.00
40896 Birdseye Planning Group	Sewer Siphon Project Task 5 and 6 - July 1 2022-Sept 19 2022	\$9,625.00
40897 Blackbaud, Inc.	FE NXT Implementation 2 of 2 installment payment	\$585.00
40898 Caltest Analytical Laboratory	Weekly samples NPDES 9/27/2022	\$383.40
40898 Caltest Analytical Laboratory	Monthly samples - 9/28/2022	\$1,057.35
40898 Caltest Analytical Laboratory	Weekly samples NPDES 2015-2020	\$383.40
40899 Cintas Corp	Uniforms, mats, towels, etc - 09/22/2022	\$489.23
40899 Cintas Corp	First aid supplies replenishment - 09/26/2022	\$650.75
40899 Cintas Corp	Uniforms, mats, towels, etc - 9/29/2022	\$483.42
40900 Custom Scale	Weight kit, certification	\$157.39
40901 D & H Water Systems	Prominent spare membrane caps	\$735.50
40902 Debra Canero	CSDA Academy reimbursement	\$200.50
40903 Desert Hose & Supply	Stainless inline swivel	\$52.52
40904 Dudek & Associates, Inc.	Plant watermain replacement PH 2 - 7/30/2022-8/26/2022	\$9,755.00
40905 Grainger	Leather gloves, socket bit, socket extension	\$98.93
40906 Grant Fournier	WW grade 1 exam reimbursement	\$85.00
40907 Haaker Equipment Company	Swivel and shoe	\$556.29
40908 Hach Company	Spec color std dpd chlorine	\$271.62
40908 Hach Company	Ammonia TNT+	\$425.38
40909 Jeanette Juarez	CalPERS Leadership dialogue meeting travel reimbursement	\$120.13
40910 Lawson Products, Inc.	Drill bits, screws, couplings, bushings, cable ties	\$1,861.20
40911 Linde Gas & Equipment Inc.	Tank rental -- 8/20/2022-9/20/2022	\$147.70
40912 Master's Refreshment Services LLC	Water delivery - 9/19/2022	\$210.50
40913 McMaster-Carr Supply Co.	SS valves, SS pipe, pipe fittings	\$628.31
40914 NBS Government Finance Group	Q4 2022 Admin fee Sewer Service charges	\$4,375.00
40915 Plumbers Depot Inc.	Cues camera OZ3 repairs	\$3,072.86
40916 SC Fuels	Fuel delivery - 9/19/2022	\$4,649.73
40917 Scott Seear	CSDA Academy reimbursement 2022	\$261.50
40918 South Coast A.Q.M.D	Flat fee for last FY Emissions FY22-23	\$151.85
40919 Southern California Boiler, Inc.	Boiler maintenance - September 2022	\$1,004.99
40920 Staples Advantage	New charges - September 2022	\$987.25
40921 Tops 'N Barricades Inc.	Lime shirts, striping paint	\$56.66
40922 Underground Service Alert	Board fee - 10/1/2022	\$58.38
40922 Underground Service Alert	Dig alerts - 10/1/2022	\$218.25
40923 United Refrigeration Inc.	Adjustable wrench, manometer, detector spray	\$428.42
40924 Univar Solutions	Sodium hypochlorite delivery - 09/29/2022	\$12,497.06
40924 Univar Solutions	Sodium hypo delivery - 9/19/2022	\$12,246.07
40924 Univar Solutions	Sodium bisulfite delivery - 09/16/2022	\$6,034.54
40925 USA Blue Book	Nalgene Autoclavable bottles	\$181.50
40926 Valley Office Equipment, Inc	Sharp copier maintenance - 8/13/2022-9/12/2022	\$83.09
202209271 Standard Insurance Company	Dental and vision insurance - October 2022	\$4,244.76
202209301 Domino Solar LTD	Electricity - August 2022	\$9,644.03
202210011 De Lage Landen Financial Services, Inc	Lease for sharp copier - September 2022	\$212.07
202210012 Standard Insurance Company	Disability and life insurance - October 2022	\$1,860.25
202210031 FedEx	Shipping charges - 9/20/2022	\$173.70
202210031 FedEx	Shipping charges as of 09/27/2022	\$172.28
202210041 Imperial Irrigation District	Electricity - August 2022	\$55,428.29
202210042 Verizon Wireless	Cell service - September 2022	\$1,007.49
202210071 Indio Water Authority	Water - August 2022	\$1,692.07
202210101 City of Coachella	Water - September 2022	\$48.02
202210102 De Lage Landen Financial Services, Inc	Sharp copier property tax fee - 09/17/2022	\$92.46
202210103 Burrtec Waste & Recycling Svcs	Trash service - October 2022	\$256.84
202210111 Indio Water Authority	Hydrant water - August 2022	\$547.44
202210071 Paychex - Direct Deposit	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$96,030.48
202210072 Paychex - Garnishment	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$210.46
202210073 Paychex - Fee	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$198.31
202210074 Paychex - Tax	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$46,965.80
202210075 Nationwide Retirement Solution	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$9,681.00
202210076 Empower (formerly Mass Mutual)	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$10.00
202210077 Mission Square (formerly ICMARC / Vantage Point)	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$1,570.00
202210078 CalPERS 457	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$1,070.00
202210079 CalPERS Retirement	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$22,764.88
	Totals	\$363,568.21



Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Daniel Mills, Maintenance Technician II
SUBJECT: Authorize the General Manager to Issue a Purchase Order to Flo-Systems Inc. for the Purchase of Two Replacement Primary Scum Sump Pumps in an Amount not to Exceed \$67,200

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

The total cost of the primary scum sump pumps is \$67,200 and is included in the adopted Capital Improvement Program budget for Fiscal Year 2022-23.

Background

Both primary scum sump pumps were installed in 2013 and have reached the useful service life. The purpose of these pumps is to remove any floating scum, grease, or solids from the primary clarifiers and feed to the digester. Both pumps have had repairs done since installation for different reasons.

Staff believes that it is best to replace both pumps with exact duplicates to avoid the time and cost of reconfiguring the system below the surface, which would require a single/sole source purchase.

Attachments

[Primary scum sump pumps quote- flow way.pdf](#)

[Primary scum pumps sole source.pdf](#)



Established 1976

140 S. Chaparral Ct., Ste. 140, Anaheim Hills, CA 92808 | Phone: (714) 202-8101 | Fax: (714) 627-4936
Website: flo-systems.net

8/30/2022

VALLEY SANITATION
DISTRICT

Attn: Daniel Mills

RE: Hidrostal Replacement SN: 11DW08767-02,-03

Dear Mr. Mills,

Flo-Systems, Inc is pleased to present a copy of the proposal requested. Please let me know if there are any discrepancies, or if you have any questions.

We look forward to working with you on this project.

Regards,

Stephanie Soltanieh

FLO-SYSTEMS INC | (714) 202-8101 | (714) 627-4936 | stephanies@flo-systems.net

Enclosure:
Proposal M06121
Terms of Sale



Established 1976

QUOTE

M06121

Date **8/29/2022**

Page **1 of 1**

140 S. Chaparral Ct., Ste. 140, Anaheim Hills, CA 92808 | Phone: (714) 202-8101 | Fax: (714) 627-4936
Website: flo-systems.net

VALLEY SANITATION DIST
45500 Van Buren Street Indio, CA
92201

Email: dmills@valley-sanitary.org

Customer No.	Salesperson ID	Shipping Method		Payment Terms
VAL303	BW	FOB FACTORY	PREPAID & ALLOWED	N30

Qty	Part Number	Description	Unit Price	Ext Price
2	HID D3K-S	Valley Sanitary District EXACT DUPLICATE HID: D3K-S4 SN:11DW08767-02, 11DW08767-03 COS: 305 GPM @ 27 TDH HIDROSTAL PUMP HID D3K-S4 CAST IRON CASE, HIGH CHROME GROOVED LINER, BUENA WET, END O-RINGS, SST HARDWARE, DYNAMIC IMPELLER BALANCE PRECAST DUCTILE IRON GUIDE SHOE, 82FT CABLE, 15FT CHAIN FOR LIFTING ASSEMBLY. GALVANIZED SUCTION BELL PRECAST 600 BASIN 7.2HP 1760 RPM 460V 1.15 S.F. IMMERSIBLE MOTOR, ROUTUINE MOTOR TEST, 120V MOISTURE DETECTOR RELAY, SPARE PARTS: (2) SETS O-RINGS & GASKETS, (2) SETS MECH SEALS (2) FIBERGLASS PREROSTAL 600 BASIN W GALVANIZED STEEL FRAME FREIGHT PREPAID & ALLOWED TO FIRST DESTINATION ESTIMATED FREIGHT INCLUDED IN PRICE \$2,150.00	62,466.93	62,466.93

QUOTED BY STEPHANIE SOLTANIEH QUOTE VALID FOR 30 DAYS ESTIMATED DELIVERY TIME 10-14 WEEKS 1. Equipment quoted is subject to Flo-Systems standard Terms & Conditions attached, unless agreed to otherwise. 2. Accessories, testing, services or anything not specifically mentioned in this quotation are not included. 3. Applicable sales tax will be added to order, or valid resale card for non-taxable. 4. Price reflects a 3.5% cash/check discount off the credit card price.	Subtotal 62,466.93 Freight 0.00 Sales Tax 4,732.54 Total 67,199.47
--	---

TERMS OF SALE

1. ACCEPTANCE. These terms govern the purchase and sale of equipment, contractors services, etc, referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.

2. PAYMENT. Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.

3. RETENTIONS not previously approved in writing by SELLER are not permitted.

4. BACK CHARGES accepted only upon written approval by SELLER.

5. DELIVERY. SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.

6. RESPONSIBILITY. SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.

7. WARRANTY. For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.

Warranty does not cover removal and installation of equipment.

8. TAXES. Prices are exclusive of all taxes, federal, state local of any kind or nature.

9. TRANSPORTATION. Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.

10. COMPLIANCE WITH LAWS. BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.

11. INDEMNIFICATION. It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will 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 sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.

12. TITLE & LIEN RIGHTS. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.

13. MISCELLANEOUS. Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. 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. 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. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions



Single/Sole Source Justification Form

Use for all purchases of \$10,000 or more for Goods/Equipment, \$5,000 or more for Services, \$15,000 or more for Public Works/Facilities when the lowest bid has not been selected or where competition may not be feasible due to the single source/sole source nature of a commodity or a particular specification

Brief Description of Purchase: (x2) Primary scum sump pumps

Selected Vendor: FLO-System, INC.

Check boxes as appropriate:

(Section I) Source Justification

Part A

Award to SINGLE SOURCE (check one)

Reorder based on previous bid or analysis (within one year). Send copy of previous quote.
Supply previous purchase order number _____ PO Date _____

Repair service parts unavailable from any other source except original equipment manufacturer or their designated servicing dealer.

Compatibility of equipment or supplies required. Lit equipment with which purchase will be used: Model Number _____ Serial Number _____

Upgrade to existing software. Available only from the producer of this software who sells on direct basis only.

Used or demonstration equipment available at lower-than-new-cost. (Provide a copy of quote showing used vs. new Pricing.)

Other (Explain in Section III)

Part B

Award to SOLE SOURCE (Check box below)

Only known source in the world. (Explain technical or other reasons why similar or like items are not available for cost/price analysis in Section III)

(Section II) ESTABLISHMENT OF PRICE REASONABLNESS

Analysis of offer and/or offers has determined that the price proposed is determined to be fair, reasonable and in the best interest of the District based on the following:

Price obtained was from a catalog or standard price list regularly maintained by the vendor covering standard commercial products sold . (Attach copy of vendor's price list.)

Price obtained includes a discount from current list prices. (Attach copy of quote showing list price and net price paid.)

Other. (Explain Below.)

(SECTION III) EXPLANATION

(Use additional sheet if needed)

The quote provided by F10-systems, INC is for two direct fit replacement pumps. Another similar style of pump will result in having to cut and replace the mounting shoe.

(SECTION IV) AUTHORIZATION/APPROVALS

Department maintenance Requisition/Order Number _____

Department Head Signature [Signature]

Printed Name A. Tijerina

General Manager's Signature [Signature]

Date 9/26/22



Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Daniel Mills
SUBJECT: Authorize the General Manager to Issue a Purchase Order to Xylem for the Purchase of Two Submersible Drain Pumps in an Amount not to Exceed \$30,055

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

The total cost of the drainage pumps is \$30,055. The adopted Capital Improvement Budget for Fiscal Year 2022-23 includes \$70,000 for the replacement of the drainage pumps.

Background

The Drainage pumps were installed in 2013 and have reached the useful service life. These pumps transfer drainage water collected from the belt filter press and all other sump areas for equipment installed during the ASP expansion. Since the pumps are equipped with moisture and leak detection, staff recommends replacing them with the same make and model to avoid rewiring the safety features.

Replacement of these drainage pumps is included the FY 2022-23 Capital Improvement Budget. Due to the wiring of the safety features, this will be a sole source purchase from Xylem.

Attachments

[xylem drain pumps quote.pdf](#)
[Xylem Sole Source.pdf](#)



**Xylem Water Solutions USA, Inc.
Flygt Products**

September 22, 2022

11161 Harrel Street
Mira Loma, CA 91752
Tel (951) 332-3668
Fax (951) 332-3679

Valley Sanitary District

Quote # 2022-LAB-0494
Project Name: Valley Sanitary District
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

A Flygt Preventive Maintenance Contract is available for this order. Please contact XXX for more information.

pump				
Qty	Part Number	Description	Unit Price	Extended Price
2	3127.070-0007	Flygt Model NP-3127.070 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 7.5 HP 1750 RPM motor, 439 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 14,397.00	\$ 28,794.00
Total Price				\$ 28,794.00
Freight Charge				\$ 1,261.00
Total Price				\$ 30,055.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.



Taxes: State, local and other applicable taxes are not included in this quotation.
Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Delivery: PP/Add Order Position
Terms of Payment: 100% N45 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
Validity: This Quote is valid for ninety (90) days.
Schedule: Submittals are not applicable. Delivery lead times are XX weeks after order acceptance.
Warranty: Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.
Exclusions: This Quote includes only the items listed specified above.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Manny Padilla Jr.
Aftermarket Sales
Phone: 562.760.9258

manny.padilla@xylem.com





Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-LAB-0494
Customer Name: Valley Sanitary District
Job Name:
Total Amount: \$ 28,794.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

** Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at \$500 per pump.*

Multi-year PMA packages are available as well.
Contact your Xylem Sales Representative today for more information.

Visit our [PMA site](#) for more info



Single/Sole Source Justification Form

Use for all purchases of \$10,000 or more for Goods/Equipment, \$5,000 or more for Services, \$15,000 or more for Public Works/Facilities when the lowest bid has not been selected or where competition may not be feasible due to the single source/sole source nature of a commodity or a particular specification

Brief Description of Purchase: Drainage Pumps

Selected Vendor: Xylem

Check boxes as appropriate:

(Section I) Source Justification

Part A

Award to SINGLE SOURCE (check one)

Reorder based on previous bid or analysis (within one year). Send copy of previous quote.
Supply previous purchase order number _____ PO Date _____

Repair service parts unavailable from any other source except original equipment manufacturer or their designated servicing dealer.

Compatibility of equipment or supplies required. Lit equipment with which purchase will be used: Model Number _____ Serial Number _____

Upgrade to existing software. Available only from the producer of this software who sells on direct basis only.

Used or demonstration equipment available at lower-than-new-cost. (Provide a copy of quote showing used vs. new Pricing.)

Other (Explain in Section III)

Part B

Award to SOLE SOURCE (Check box below)

Only known source in the world. (Explain technical or other reasons why similar or like items are not available for cost/price analysis in Section III)

(Section II) ESTABLISHMENT OF PRICE REASONABLNESS

Analysis of offer and/or offers has determined that the price proposed is determined to be fair, reasonable and in the best interest of the District based on the following:

Price obtained was from a catalog or standard price list regularly maintained by the vendor covering standard commercial products sold. (Attach copy of vendor's price list.)

Price obtained includes a discount from current list prices. (Attach copy of quote showing list price and net price paid.)



Other. (Explain Below.)

(SECTION III) EXPLANATION

(Use additional sheet if needed)

The quote provided by Xylem is for two submersible drainage pumps. These pumps are equipped with a moisture and leak detection system that are already wired into the districts current set up. To avoid having to rewire and retrofit a new pump, Staff recommends moving forward with the same make and model.

(SECTION IV) AUTHORIZATION/APPROVALS

Department Maintenance Requisition/Order Number _____
Department Head Signature 
Printed Name A. Tijerina
General Manager's Signature  Date 9/26/22



Valley Sanitary District

DATE: October 11, 2022

TO: Board of Directors

FROM: Anna Bell, Lab & Compliance Supervisor

SUBJECT: Authorize the General Manager to Execute an Amendment to the Professional Services Contract with Advanced Resources for Temporary Laboratory Staffing in the Amount of \$16,368

Suggested Action

Approve

Strategic Plan Compliance

GOAL 1: Fully Staffed with a Highly Trained and Motivated Team

Fiscal Impact

The fiscal impact for the amended contract is approximately \$16,368 in the fiscal year 2022/23. The bill rate includes all Advanced Resources fees for hourly pay, payroll, and insurance costs. The cost will be offset by the wage savings from the vacant position.

Rate	Shift Hr.	Weekly Cost	Duration	Total # Days	Total Cost of Services
\$ 46.50	8	\$ 1,860	October 24 – December 30, 2022	44	\$16,368

Background

The temporary Laboratory Technician supports the Laboratory & Environmental Compliance Department (Lab) in preventing downtime in services rendered by the laboratory to support the Operations Department needs and National Pollutant Discharge Elimination System (NPDES) requirements.

The Lab is requesting the contract services to be extended due to staffing shortages, ongoing progression of projects, and to provide ample time in evaluating the request for an additional full-time employee (FTE).

Attachments



Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Anna Bell, Laboratory & Compliance Supervisor
SUBJECT: Authorize the General Manager to Execute a Five-Year Contract with Promium, LLC, for the Purchase and Implementation of a Laboratory Information Management System (LIMS) in an Amount Not to Exceed \$105,156

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

The award of a five-year contract to Promium, LLC, in the amount of \$75,112, for the first year of service and installation of the Laboratory Information Management System (LIMS) software with a total anticipated five-year cost of \$105,156.

Background

Laboratories are required to record numerous processes, such as sample preparation, results, calibrations, quality control checks, equipment maintenance, chemical inventories and more. Those that rely on paper documentation are subject to transcription errors, loss, and unauthorized manipulation, as well as difficulty compiling data for historical trends and monitoring purposes.

A Laboratory Information Management System (LIMS) is intended to allow laboratories to transition to a digital format that creates a secure network where all laboratory processes are linked and stored. The goal in purchasing LIMS software is to improve the efficiency of collecting, tracking, and reporting samples in-house and those subcontracted to another laboratory to better comply to national accreditation standards (TNI).

On April 8, 2022, five (5) proposals were received in response to the Request for Proposal (RFP) for LIMS software. Proposals were distributed to the approved selection committee members and each member reviewed the proposals individually and in accordance with the evaluation method and criteria outlined in the RFP. The selection committee shortlisted two (2) firms to provide software demonstrations which were held remotely. Afterward, the final selection committee meeting was held where the members met to discuss their individual evaluations of the vendors. According to the evaluation scores, the committee determined that Promium, LLC represents the best option for a LIMS software.

Attachments

[LIMS Cumulative Scoring.xlsx](#)

[List of RFPs.docx](#)

[Promium Element LIMS Proposal for VSD_rev.pdf](#)

Cumulative Scoring Sheet

Company	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5
Promium	72.4%	75.9%	82.4%	85.0%	87.0%
ATL	60.0%	74.1%	90.0%	88.0%	90.0%
Autoscribe	54.7%	62.9%	72.4%	73.0%	82.0%

		Subscription & Hosting Fees			
Company	Quote (Y1)	Y2	Y3	Y4	Y5
Promium	\$ 85,125.00	\$ 4,788.00	\$ 4,932.00	\$ 5,079.00	\$ 5,232.00
ATL	\$ 91,344.00	\$ 23,701.40	\$ 23,701.40	\$ 24,293.94	\$ 24,293.94
Autoscribe	\$ 439,910.00	\$ 12,732.86	\$ 13,114.85	\$ 13,508.29	\$ 13,913.54

Scorer 6	% Average
96.5%	83.2
95.9%	83.0
85.4%	71.7

5Y Total Cost	
\$	105,156.00
\$	187,334.68
\$	493,179.54

List of RFP's Submitted

Accelerated Technology Labs (ATL)

Product: Sample Master
PM: Dr. Richard Danielson
496 Holly Grove School Rd
West End, NC 27376
rdanielson@atlab.com
Phone: 910-673-8165

AgileBio

Product: LabCollector LIMS
PM: Fabrice Pajak
5473 Kearny Villa Rd, Ste 255
San Diego, CA 92123
pajak@agilebio.com
Phone: 347-368-1315

Promium, LLC

Product: Element
PM: Theresa Choi
3350 Monte Villa Pkwy Ste 220
Bothell, WA 98021
tchoi@promium.com
Phone: 425-420-5337

LabLynx, Inc.

PM: Laurie Mueller
2400 Lake Park Dr. Ste 435
Smyrna, CA 30080
lmuller@lablynx.com
Phone: 866-522-5969

Autoscribe Informatics

Product: Matrix Gemini
PM: Charlotte Findley
20 Riverside Dr. Ste 102
Lakeville, MA 02347
cfortfindley@autoscribeinformatics.com
Phone: 508-457-7911

Proposal for

Valley Sanitary District

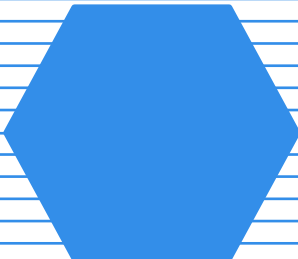
Laboratory Information Management System (LIMS) RFP

April 8, 2022



Element LIMS[®]
LABORATORY INFORMATION MANAGEMENT

PR[̄]MIUM



April 8, 2022

Anna Bell, Laboratory & Compliance Supervisor
Valley Sanitary District
abell@valley-sanitary.org

Re: Laboratory Information Management System (LIMS) RFP

Dear Anna,

This is an exciting time for the VSD. A new LIMS will transform the laboratory, eliminating manual activity and paper, while strengthening quality control and reporting. We are delighted to have the opportunity to partner with you to accomplish these goals.

Promium proposes the implementation of Element LIMS®, our highly configurable information management system, developed specifically for analytical testing laboratories such as VSD. Element LIMS fully supports your plans to replace the current spreadsheets and stand-alone applications and bring a new level of automation and streamlining to your laboratory.

- An intuitive interface, standardized workflow, instrument integration, and robust analytical capabilities create a powerful information infrastructure.
- Long history of supporting laboratory and regulatory requirements for NPDES permit reporting, NELAC accreditation, ISO 17025, and other State, local, and national regulations, standards, and best practices.
- Your team will save time and reduce the cost of data entry, analysis, and report generation.

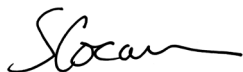
Since 1998, Promium has implemented Element LIMS in more than 350 laboratories, with 54 laboratories in California.

We are confident that implementation of Element LIMS will address your requirements with a stable and reliable platform that will meet your long-term needs. We look forward to working with you on this project.

Please contact our Regional Account Manager with any questions:

Rick Persichitte 425-286-9200 x223 rpersichitte@promium.com

Regards,
Promium, L.L.C.



Scot Cocanour, CEO

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1 Executive Summary

Firm Background

• *Brief summary on the background of the firm. Include Name, location, history, number of years in business, and a description of how the proposed LIMS will meet the Objectives and Requirements of VSD.*

Promium, L.L.C., is headquartered in Bothell, Washington, and has been exclusively serving the environmental testing community since 1998. With a 100% U.S. based workforce, Promium develops, implements, and supports our Element LIMS application.

Unlike many other LIMS companies, Promium singularly focuses on environmental/water testing laboratories. This focus results in a deep understanding of the analytical and operational requirements of these laboratories and produces software that tightly aligns with customer needs. Our design philosophy is to provide an application that produces a seamless flow of information. All core functionality is in a single application—with no additional billable modules that must be integrated.

Element LIMS is installed in over 350 laboratories, and more than 100 municipal, state, and federal environmental laboratories, including the US EPA regional laboratories. Of those 100 laboratories, 60 are water/wastewater customers. Our customers operate water testing laboratories under various local, state and federal standards, certification programs, and regulations, and Element LIMS has served as a platform for meeting those requirements. We have experience with clean water regulations and reporting, and in particular have over 20 years of experience in the State of California, with more than 50 customer laboratories.

Project Understanding

• *Brief statement of understanding for the work to be done and commitment to perform the work as scheduled.*

Promium will provide a platform to increase quality and efficiency for VSD by implementing a new information infrastructure—configurable to maintain critical existing processes, and to take advantage of new enhanced workflow. An on-premises deployment of Element LIMS will vastly improve the collection, analysis, and operational management of testing activities, and provide an easy-to-use centralized data management system.

Element LIMS will streamline workflow, automate manual activities, and eliminate paper in line with adhering to Good Laboratory Practices, ISO 17025, and NELAC standards. And the system will provide the laboratory team and those outside the laboratory with greater access to information for analysis, quality control, and assessment of final results.

Promium has more than two decades of experience implementing LIMS in analytical testing laboratories similar to VSD, and that experience will inform how we proceed with a successful project for the VSD laboratory. We have a clear understanding of the tasks and resources required to transition from your current approach.

Project Management and Methodologies

- *Description of the project management and system development methodologies and the recommended approach proposed to complete the undertaking.*

Promium will utilize an implementation process based on best practices and a focus on automating and streamlining the laboratory workflow. The Promium implementation process is a step-by-step methodology that has been used successfully with hundreds of laboratories. Consisting of a seven key phases, the process includes the planning, installation, and deployment of Element LIMS, and training for administrators and users. Each phase is a key milestone culminating in preparation for going live. Promium will guide overall project management and communications, and apply knowledge, skills, and tools related to laboratory operations and Element LIMS functionality. The implementation framework also involves a high level of engagement with the laboratory team. The Promium project lead will work directly with laboratory management and designated team members to gain insights into business policies and workflow to optimize the process for your laboratory.

An online kick-off session will be held with the VSD team as soon as possible after contract signing based on availability of an implementation engineer and VSD resources. As part of the initial kick-off and subsequent site assessment visit, the Promium project leader will work with the VSD Project Manager to develop a communications plan. The plan will include the type and frequency of communications, project status updates, weekly meetings, written updates, problem resolution, and milestone approvals.

Promium will communicate with the VSD Project Manager via email, telephone or web sessions conducted in Microsoft Teams. During the first month of the project progress meetings will be held on a weekly basis with the VSD Project Manager and Promium Project Manager. Other LIMS team members will participate based on their availability. Weekly progress reports will be sent to the VSD assigned contact prior to each meeting and reviewed during the meeting.

After the first month of the project, provided sufficient progress has been made, the meetings may be spaced further apart with the approval of the VSD Project Manager.

Promium Implementation team members will conduct activities remotely and on-site depending on the task and as required and with consideration for COVID-19 protocols in the State of California and U.S. CDC at the time.

Contractual Terms

- *Summary of exceptions taken to the RFP requirements, statement of work, specifications, and/or proposed contractual terms and conditions.*

Promium does not note any exceptions except as indicated in the individual sections. There is an expectation that if selected, Promium and the City will undertake negotiations on any additional terms and conditions that may arise.

- *A reference to any contractual terms and conditions required by the bidder.*

Please reference the enclosed Element LIMS End User License Agreement (EULA) and Promium Maintenance Agreement. These documents, the contents therein, or similar language are to be incorporated into the contract.

See attachment A: End User License Agreement

See Attachment B: Maintenance Agreement

Contact Information

- *The names, titles, contact information of individuals authorized to represent the bidder. An officer authorized to bind must sign each proposal on behalf of the bidder.*

For contract bid:	Rick Persichitte, Regional Account Manager 425.286.9200 rpersichitte@promium.com
Authorized Officer:	Andy Levy, Director of Marketing 425.286.9200 alevy@promium.com

Amendment Acknowledgement

Acknowledgement of Amendment(s), if any. Vendor shall acknowledge all amendments associated to this RFP by either attaching the amendments or providing a statement of acknowledgement.

Promium acknowledges the extension of the due date to April 8, and the changes to the RFP content as of March 17 communication from Anna Bell.

2 References

Contract Support

- *Contract Support: the vendor must have demonstrated its capability to provide such contract support to other customers to be eligible for this award.*

Promium has served the analytical testing laboratory community, and California laboratories in particular, for over two decades and has successfully implemented and supported LIMS solutions in 350 facilities, with over 6,000 users. Element LIMS has been installed in 60 water/wastewater laboratories in North America.

All development, implementation, and support activities are provided directly by Promium and not through subcontractors or offshore resources. Customers include large national organizations such as the US EPA and Environment and Climate Change Canada, numerous State, local, and municipal agencies, and commercial laboratories ranging in size from hundreds of users to 5-person facilities.

Key Staff

- *A list of key staff proposed to use for the project with their professional qualifications, related project experience and indication of their duties and responsibilities to the project. The key staff must be employees of the LIMS vendor; key staff must not be employees of a sub-contractor or self-employed sub-contractors.*

Promium will provide a Project Manager who will direct the allocation of Promium resources and personnel to the project. One Implementation Engineer will be assigned to manage all the tasks and training and will be the primary point of contact during the implementation. Promium will allocate additional personnel from our Implementation, Software Development, and Support departments as required for the success of the project. All team members are employees of Promium and not sub-contractors.

Our Project Manager, **John Albert**, has over 30 years of comprehensive environmental laboratory experience, including 17 years as an analyst and LIMS administrator, and 17 years with Promium. He has installed Element LIMS and conducted training at over 130 laboratories for hundreds of users, including US EPA labs.

One of our Implementation Engineers will be assigned:

Our Element LIMS Implementation Engineer **Kortland Orr** has over 25 years of experience in environmental and commercial testing laboratories as an analyst and project manager. Since coming to Promium 11 years ago, he has been the lead implementer and Element LIMS trainer for over 75 Element LIMS implementation projects for public and private laboratories, including several US EPA labs.

Our Element LIMS Implementation Engineer **Julia Wilcox** has over 25 years of experience in the environmental testing field including time spent as an analyst, project manager, and quality assurance director. Since coming to Promium 14 years ago, Julia has completed over 105 Element LIMS implementation and training projects for public and private laboratories.

Our Element LIMS Implementation Engineer **Frank Brand** has 25 years of LIMS administration and development experience in an environmental testing laboratory. He has been the lead implementation engineer and trainer for over 30 Element LIMS implementation projects for public and private environmental laboratories during his seven years with Promium.

Bruce Bradburn, our Technical Support Director, has over 26 years of experience in the environmental testing industry. Bruce has been with Promium for 19 years and in that time has directed implementation and support teams, including implementation for several EPA regions. Bruce manages the support team, oversees transitions from the Implementation team, coordinates resolution and prioritization of incoming technical support tickets, and addresses complex technical issues. Bruce, or one of his team will be on call to the Implementation department if needed.

Financial Stability

- *The Vendor should provide evidence of the firm's (corporate) financial stability including latest audited financial statements and/or annual report that have been certified by a CPA. This information will remain confidential and is not subject to public disclosure.*

Promium is a closely held, private Limited Liability Company based in the Seattle Washington area. The company is wholly owned and operated by the original founders—Scot Cocanour, CEO and Buddy Wilson, President/CTO. Throughout the company's 23-year history of continuous operation in the laboratory information management business, Promium has produced consistent revenue growth and profitability. Currently the firm is debt free and holding substantial cash reserves. Promium has no outside investors or shareholders. Promium has never encountered bankruptcy, receivership, or creditor assignment.

See attached confidential financial statements in a separate file.

Litigation

• *Proposer shall disclose specific information on termination for default, litigation settled, or judgements entered within the last five (5) years related to your firm. Also, provide relative to any convictions for filing false claims within the past five (5) years. In addition, Vendor shall provide the project name, date of dispute/claim, name of entity against who the claim was filed, a brief description of the nature of the claim, the court and case number and a brief description of the status of any claim more than \$10,000 made against owner concerning professional services work performed by consultant or subcontractor work for the consultant.*

Promium has not been involved in any litigation for the life of the company and there have been no claims filed against the company or its owners.

Project References

• *List at least 3 previous water quality or environmental laboratory LIMS implementation projects that bidder has led over the past 3 years.*

Note: Bidder must notify customers cited herein that they may be contacted by VSD for verification of information and further bidder performance check.

For over 20 years, and in collaboration with hundreds of laboratories, Promium has demonstrated a deep knowledge of environmental science and laboratory operations. The experience of our staff and our approach to software development has resulted in solutions that tightly align with the needs of environmental laboratories.

Kern County, California	
Date:	3/18/19
Size:	3 concurrent users
Contact:	Paul Wagner 661.634.1509 pwagner@kcwa.com
Description:	The Kern County Water Agency laboratory is part of the Kern County Public Health Services Department. Kern County has a population of 840,000. The area is heavily involved in agriculture and petroleum extraction, as well as aviation and space with Edwards Air Force Base, the China Lake Naval Air Weapons Station, and Mojave Air and Space Port. Element LIMS replaced a system that relied on Microsoft Excel spreadsheets instead of a LIMS. Element LIMS was deployed on premises and the implementation process included assessment, configuration, EDD development, training, testing, and go-live support.

Harford County, Maryland	
Date:	11/20/19
Size:	8 concurrent users
Contact:	William Smith 410.273.5617 wwsmith@harfordcountymd.gov
Description:	Harford County provides wastewater and drinking water treatment for 130,000 people at the headwaters of the Chesapeake Bay along the Susquehanna River and faces a number of environmental challenges including the pollution generated by the nearby U.S. Army Aberdeen Proving Ground. The County manages drinking water facilities that treat an average of 14 million gallons of water a day and manages wastewater facilities that include almost 800 miles of sewer mains and three wastewater treatment plants. The Promium standard implementation process was followed and included integration of the ClientConnect portal and a discharge monitoring report. Promium provided an on-premises deployment of Element LIMS. A standard implementation and administrator and user training services were provided for a water configuration. Follow-on customer support has been provided per every year subsequently as part of an ongoing maintenance agreement.

Sangamon County Water Reclamation District, Illinois	
Date:	9/8/20
Size:	5 concurrent users
Contact:	Linda Verhulst 217.528.0491 lkverhulst@scwrdd.org
Description:	Sangamon County is located in the state of Illinois with a population of nearly 200,000. The District serves over 150,000 people in the Springfield metro area and includes the communities of Chatham, Grandview, Jerome, Leland Grove, Rochester, Sherman and Southern View. Element LIMS replaced the Khemia Omega system and was deployed as a hosted subscription service. The implementation process included assessment, configuration, training, testing, and go-live support

3 Technical Proposal

Requirements Matrix

• *Bidder is to provide detailed point by point descriptions of how bidder meets the requirements. Technical requirements, including the LIMS Questionnaire. Brochures and other informational material can be included and cross referenced in the LIMS Questionnaire.*

Please see the separately attached LIMS Questionnaire as well as an overview of Element LIMS features below.

Element LIMS Key Features

Element LIMS is a Microsoft Windows based commercial off-the-shelf (COTS) application, with all core components in one comprehensive solution. Microsoft SQL database is recommended, and the reporting engine is SAP Crystal Reports.

From data collection to final results, functionality is interwoven to provide a seamless infrastructure. There are no independent modules that must be integrated and are separate billable items to purchase, install, or maintain.

Element LIMS is also highly configurable through a broad array of optional settings to address your specific policies and operations practices. A variety of changes can be made to the system without requiring development resources. Key features include:

- **Sample Scheduling and Login.** With several streamlined options for sample login, Element LIMS directly addresses what is otherwise one of the most time-consuming parts of the laboratory workflow—sample scheduling and login. Simplify the login process by leveraging extensive Fixed and Dynamic calendar-based scheduling of individual samples, or multiple samples and work orders. Depending on your specific project and client needs, utilize Work Order Login, Prelog, Quicklog, CoC Import, Operational Data, or ClientConnect online sample submission. Use automatic email notifications to let clients know the status of their project.
- **Security and User Roles.** Element LIMS users may be authenticated against a Microsoft Active Directory server for robust and consistent security. Industry standards for encryption are employed for both Element LIMS logon and ClientConnect web portal logon. Internal roles can be assigned to user profiles to give the user a pre-defined set of permissions. More than one role can be assigned to a user profile, allowing the user to gain cumulative permissions. Permissions are at field level.

- **Audit Trail.** Element LIMS creates a highly granular audit trail that supports the requirements of the US EPA, NELAC/NELAC/TNI 2016, VELAP, and ISO 17025. The user's ID, date and time stamp and before/after values whenever changes are posted/saved to the system. These are accomplished by three different audit trails: analytical data, qualifiers/comments and general data. User ID, date/time, before/after, reason, change type and changed field are all tracked within these audit trails.
- **Bar Coding and Bottle Kitting.** Element LIMS supports bar code labeling, tracking, and reporting of samples by utilizing Code 128, 39 and 2D bar codes for sample bottles, consumables and in-house CoCs, down to the individual container level. Element LIMS also employs bar coding for other laboratory items such as reagents and standards.
- **Chain of Custody.** Element LIMS incorporates three levels of chain of custody. From the field, the Element ClientConnect web application provides the ability to submit samples and create a digital chain of custody and record field data, eliminating the need for paper CoCs. If paper CoCs are used instead of the online CoC, they can be easily uploaded into the project work order. The online CoCs and uploaded copies of paper CoCs are bound to the work order to represent the third level of the internal chain of custody, with integrated traceability to the original sampling event.
- **Personalized Dashboard.** Use the configurable graphical dashboard to give you an at-a-glance view of your business and key metrics. Select standard templates or create your own custom queries. Establish a personalized view of the operational and analytical data you want to track. Broadcast important information to all users in the laboratory.
- **Workflow Toolbar.** Create a customized toolbar for each user to provide quick and graphical shortcuts to important functions. Select tasks from a large library and build your own toolbar to represent your specific workflow.
- **Replacement of Paper Log Books.** Element LIMS replaces a number of paper-based tracking activities. From scheduling and sampling to reporting and disposal, Element LIMS eliminates sample log books and waste disposal logs. Spikes, MS Tunes, Reagents, Surrogates, and Reference, Internal, Calibration, other user-specific Standards are tracked in the Standards menu. And the Instrument Maintenance Log allows analysts to specify instruments and create schedules for routine maintenance.
- **Consumables Inventory.** The Consumables feature provides tracking of commonly consumed items. Items are received into a general storage area and then distributed to individual departments. The Consumables module offers the flexibility of using the mouse or a barcode reader to select consumable items for distribution or receiving.

- **Sample Batching, Quality Control, and Bench Sheets.** With the batch-centric structure of Element LIMS, QC samples are automatically inserted at appropriate sample intervals. Each batch is assigned a unique identifier, samples are associated with the QC samples and reagents in that batch, and those are automatically added to the batch as the user adds client samples. And automated QC protocol ensures adherence to NELAC/NELAC/TNI 2016, ISO 27015, US EPA, VELAP and other standards.
- **Instrument Data Import.** Element LIMS includes instrument data import functionality with a large library of formats covering virtually any commonly used laboratory instrument. The application automates the import of analytical data, in some cases with bi-directional interaction. If your lab has an instrument that isn't represented in the library of interpreters, we will create one at no additional charge.
- **Flags and Qualifiers.** Real-time alerts and flags identify conditions exceeding limits. Emails and dashboard updates notify you of the conditions. Minimum Detection Limits, Minimum Reporting Limits, upper and lower limits, and upper limit notification flags may be configured for each analysis matrix, and US EPA flags can be applied automatically. Flags can also be triggered based on suspect results between independent tests. Qualifiers are manually assigned from a custom pick-list based on analyst-dependent events.
- **Notification and Alerts.** Element LIMS may be configured to automatically distribute alerts to internal analysts and reports to external customers. Internal alerts are available on the user dashboard or may be delivered by email. Alerts are triggered upon scheduled events, analysis status, or analytical results. Rules may be pre-configured for each client, resulting in a specific set of alerts or reports that can be automatically delivered via email.
- **Control Charts and Statistics.** The Control Charts feature is designed for US EPA, NELAC/TNI 2016, and ISO 17025 compliance. The built-in quality control functionality has proven effective for nearly all our clients using the system for NELAC/TNI 2016 and ISO 17025 compliance, eliminating the need for interfacing with an external system. It is possible to export data in a generic format for importing to an external statistical process control software.
- **Integrated Automated Reporting.** Integration with industry standard SAP Crystal Reports provides the ability to create customized reports beyond the included basic report library. In addition, Element LIMS has a large EDD library and an Export Builder feature, which gives users the ability to create their own electronic deliverables.

Project Approach

• Description of phases activities, briefings, or reports, and how communications and consultation will be handled. Bidders are encouraged to be creative in their approach to investigating best practices and determining what is right for the District’s needs.

Element LIMS Implementation						
1	2	3	4	5	6	7
Initiation and Site Assessment	Configuration and Development	Administrator and Train the Trainer Training	Initial System Testing	Core Group and End User Training	Parallel Testing and Validation	Migrate and Go-Live
<ul style="list-style-type: none"> • Project kickoff • Install software • Site Assessment • Project Plan 	<ul style="list-style-type: none"> • Database population • Report/EDD development • Historical data migration 	<ul style="list-style-type: none"> • IT Functions and Element Administration • Laboratory functions 	<ul style="list-style-type: none"> • Initial testing of Element use in laboratory • Corrective action when required • Retesting as needed 	<ul style="list-style-type: none"> • Element LIMS overview • Project Management • Sample control and laboratory functions • QA • Reporting and Invoicing 	<ul style="list-style-type: none"> • Parallel test period • Verification • Sign off 	<ul style="list-style-type: none"> • Migrate and verify production instance, go-live • Handoff conference with Premium Support • Project Closure
Communications		Project Controls		Change Management		

Stage 1 – Initiation & Site Assessment

The purpose of the Initiation and Site Assessment stage is to formally kick-off the project and to begin the planning and discovery process. Team formation, project planning, software installation, and an on-site assessment will take place. This stage is critical to establish the relationships, communication protocols, and framework that will govern the remainder of the project. This stage will also begin the hands-on work involved in setting up Element LIMS and entering data into the system. There will be a combination of off-site and on-site work and significant involvement from the laboratory team.

Project Kickoff

- Confirm project scope and objectives and outline implementation approach
- Detail customer resources that will be needed for project
- Review IT infrastructure and requirements
- Set initial visit dates if on-site assessment is allowed

Install Software

- Provide installation directions to lab
- Get user list from lab

Site Assessment

- Review lab practices and workflows
- Communicate Element LIMS capabilities
- Review training, testing, and validation
- Define and review all print reports and EDDs required
- Define and review all other project requirements
- Review information needed for database population

Formal Project Plan

- Project scope, objectives, deliverables, and timeline
- Resource allocation
- Training plan
- Testing and validation plan
- Communications plan

Stage 2 – Configuration and Development

After the software installation, Promium will work with the laboratory team to configure Element LIMS. This will include establishing initial parameters and completing setup of key tables and fields. At this stage of the process, Laboratory personnel, will be involved in collecting necessary information and populating additional portions of the database. If there is any functionality that requires modification of software code, Promium resources will be deployed to complete the deliverables (EDDs, reports, interfaces).

Database Population

- Population of Element LIMS Static Tables
- Population of Client and Project Tables
- Population of Analyses and Prep Methods
- Population of User and Department tables
- Population of Reagent and Standard tables (via the Element LIMS interface)

Development

- SAP Crystal Report format modifications
- Customized Electronic Data Deliverables (EDDs)
- External application/interfaces

Historical Data Migration

- Assessment and planning
- Configuration of conversion tool
- Data conversion

Stage 3 - Administrator and Train the Trainer Training

Administrator training may be conducted on-site or off-site time via web conference depending on requirements. Content is focused on overall understanding of Element LIMS components, installation, database population, daily operations, and system maintenance.

IT Functions

- Element LIMS data hierarchy and functionality
- Element LIMS file structures and output files
- System messaging setup
- Use of SQL queries
- User management
- Using static tables

Lab Functions

- Creating analyses and prep methods in Element LIMS
- Adding and maintaining clients in Element LIMS
- Data Entry for prep batches and instrument sessions
- Setting up projects and schedules
- Lab standards and reagents
- Element DataTool operations (instrument data import)
- Departments and facilities
- User defined fields

Stage 4 - Initial System Testing

The System Testing phase involves substantial interaction between the Promium implementation team and the laboratory system administrator and other key personnel. This phase, which may run in parallel with some portions of Administrator training, will begin with an initial test period that includes sample login and processing laboratory test data through Element LIMS. This includes all aspects of sample management, data entry and review, and reporting of final results. The results of the testing period will be analyzed and corrective action plans will be developed and followed as necessary. Additional testing of the system may be carried out if deemed necessary and follow-up will be performed.

Testing Activities

- Logging project-scheduled and ad-hoc samples into the system
- Assigning tests to samples
- Creating worklists for sample preparation and testing
- Batching by sample preparation or instrument session
- Printing sample labels and work order documents.
- Generating backlog and user reports
- Entering test results manually and through instrument connections
- Data Review and validation
- Running reports and EDD
- Creating invoices

Stage 5 – End User Training

User training may be conducted on-site or off-site depending on requirements. The timing of this training is dependent on the completion of certain tasks to be addressed earlier in the implementation process. As with Administrator training, whenever possible, training will include the use of actual laboratory data and the target laboratory database.

Training Activities

- Review of Element LIMS functionality, data hierarchy, navigation
- Sample receiving, login, and custody
- Project management
- Work order management
- Batching by preparation method and instrument run session
- Data entry and review
- Element DataTool (instrument data import)
- Analytical Reporting
- Generating quotations and invoices
- QA/QC functions
- Management reports

Stage 6 – User Acceptance Testing and Parallel Validation

Generally following the completion of user training, and after necessary setup and adequate data has been entered into the database, several weeks of parallel testing will take place. Laboratory personnel will log samples using the existing approach, and into Element LIMS. Parallel testing will cease when all test methods calculations, instrument data interpreters, and interfaces with other databases or software as defined in the project plan have been validated and deemed acceptable. Promium and VSD will define mutually agreeable acceptance criteria. Server-side CPU usage at some level could be explored as a component of that metric.

Parallel Testing

- Sample login
- Batching by preparation method and instrument run session
- Data entry and data review
- Reporting and invoicing
- Other assistance as needed

Verification and Sign Off

- Laboratory team verifies that Element LIMS is functional
- Laboratory team verifies that reports, EDDs, and other deliverables have been completed and are working satisfactorily

Stage 7 – Migrate and Go-Live

The Migration and Go-Live stage includes the creation of the production database, resetting the laboratory software to the production database, and going live in the production database. The laboratory team and Promium will verify that project requirements have been fulfilled and the project is closed. The Promium implementation lead will initiate the transfer from an active implementation project to a completed implementation project and will establish a connection with the Promium customer support team for any further interactions.

Go-Live Activities

- Migrate to production instance of Element LIMS and database
- Verify production instance
- Discontinue use of legacy system
- Transfer interaction to Promium Support
- Project Closure and final billing

Deliverables

- *A description of deliverables and results required for this undertaking*

Stage 1 - Initiation and Site Assessment

- Project Kickoff Teleconference
- Software Installation
- Site Assessment (Onsite Visit)
- Formal Project Plan

Stage 2 - Configuration and Development

- Database Population
- Development
- WaterTrax Integration
- California Integrated Water Quality System (CIWQS) integration
- Report and EDD development

Stage 3 - Administrator and Train the Trainer Training

- Onsite Administrator Training
- Onsite Train-the-Trainer training
- Training Guides and Documentation training for End-User training

Stage 4 - Initial System Testing and Validation

- Initial Testing and Validation plan
- Validation Checklist

Stage 5 - End User Training

- Training for End-Users

Stage 6 - User Acceptance Testing and Parallel Validation

- Parallel Testing plan
- Verification and Signoff
- User manual in electronic format

Stage 7 - Migrate and Go-Live

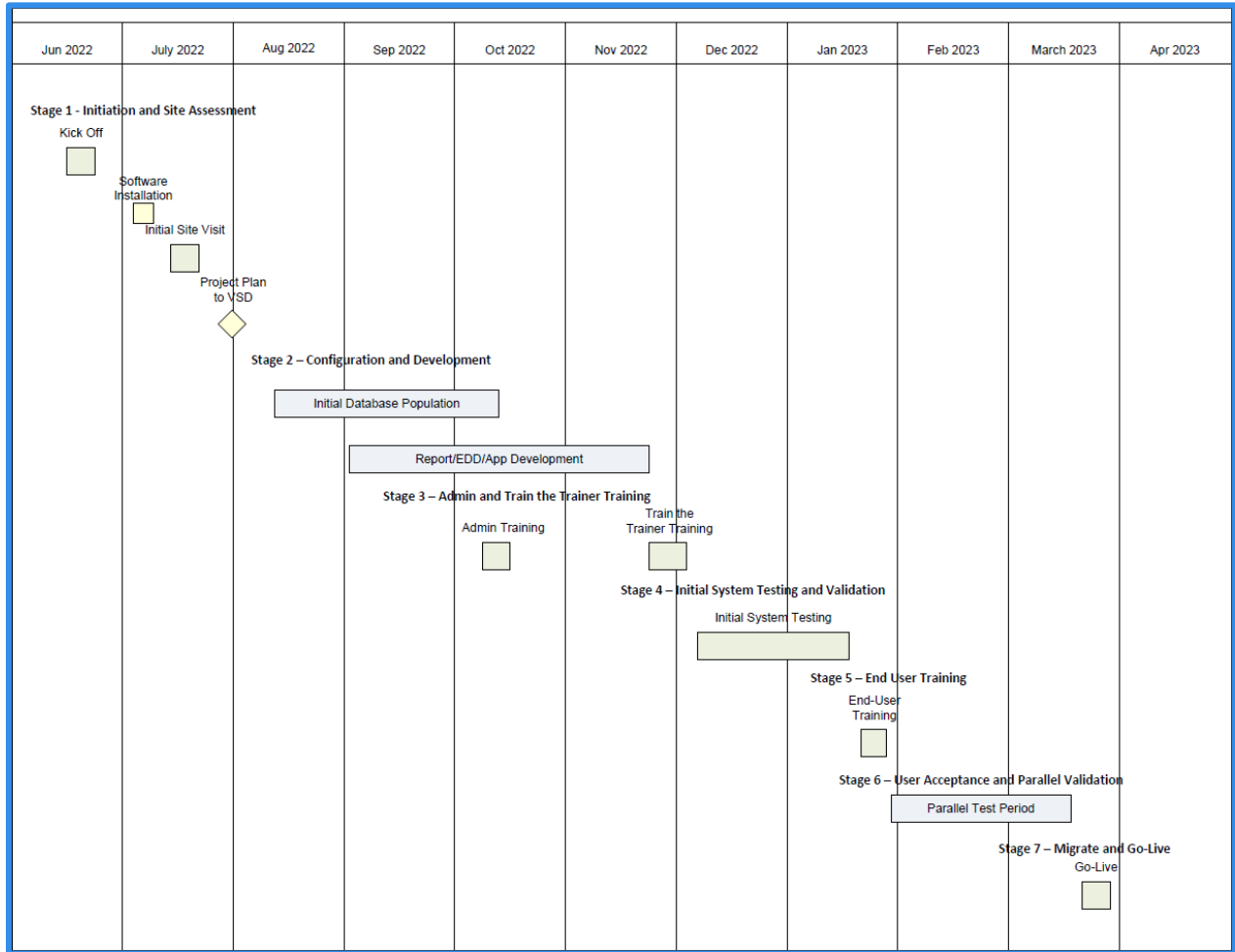
- Go-Live Checklist
- Migration of data from test to production Environment

Workplan

• Detailed work plan and schedule showing the scope of work for the completion of the LIMS project and indicating commencement and completion dates, and significant activities / milestones showing a time/task breakdown with estimated person-hours (or days) for members of the project team required to complete the various components of the assignment. This plan should demonstrate and describe the bidder’s understanding of the project scope, goals, and objectives. This plan must include Go-Live Support and Post Go-Live Support until Final System acceptance.

Task	Duration	Resources
Stage 1 - Initiation and Site Assessment	21 days	
Form Project Team	1 day	Lab
Kickoff Meeting	1 day	Promium, Lab
Onsite Site Assessment	3 days	Promium, Lab
Update Project Plan	3 days	Promium
Milestone: Project Plan and Site Assessment	1 day	Promium, Lab
Software Installation	3 days	Lab, Promium
Create DB	1 day	Lab IT
Allocate Server Folders	1 day	Lab IT
Install Element on initial set of PCs	1 day	Promium, Lab IT
Deployment of software in Laboratory	3 days	Promium, Lab IT
Milestone: Software installation complete	1 day	
Stage 2 - Configuration and Development	45 days	Lab, Promium
Preliminary Database Population	20 days	Lab, Promium
Static Table Population	20 days	Lab, Promium
Analyses and Prep method table population	20 days	Lab, Promium
Client/Project table population	20 days	Lab, Promium

Task	Duration	Resources
Sample Sites and Project table population	20 days	Lab, Promium
Reagents and QC Standards table population	20 days	Lab, Promium
Milestone: Initial Database Population Complete	1 day	Promium, Lab
Program, Reports and EDD Development	45 days	Lab, Promium
Report Development	30 days	Promium
EDD Programming	30 days	Promium
DataTool interpreters (as needed)	30 days	Promium
WaterTrax and CIWQS integration	30 days	Promium
Milestone: Programming, Reports and EDD Completed	1 day	Promium
Configuration of ClientConnect Web site	10 days	Lab IT, Promium
Stage 3 - Administrator and Train the Trainer training	15	Lab, Promium
Training Plan to Lab	1 day	Promium
Admin Training	3 days	Promium, Lab
Promium to develop training materials for TT training	10 days	Promium
Train the Trainer Training	4 days	Promium, Lab
Milestone: Admin and Train the Trainer Training Complete	1 day	
Stage 4 - Initial System Testing and Validation	25 days	
Testing Plan to Lab	1 day	Promium
Validation Checklist to Lab	1 day	Promium
Initial System Testing	25 days	Promium, Lab
Stage 5 - End User Training		
End User Training	10 days	Lab
Stage 6 - User Acceptance and Parallel Validation	30 days	Promium, Lab
Parallel Testing	30 days	Promium, Lab
Validation Checklist completed	1 day	Promium, Lab
Stage 7 - Migrate and Go-Live	5 days	Promium, Lab, IT
Validation document to Lab	1 day	Promium
Installation and Configuration of Production Environment	5 days	Lab
Migrate to Production Environment	2 days	Promium, Lab IT
Go Live	1 day	Lab
Final Acceptance	1 day	Lab



Hardware and Software

• Proposal will describe the computer hardware and system software platforms required to install and operate the prospective LIMS. The proposal must include a description of how the proposed hardware and software platforms in combination with LIMS provide for the security of VSD’s data, and the reliability, availability, performance, and upgrade path of LIMS. The proposal must meet specifications in the LIMS Requirements Document

○ Hardware – The LIMS vendor shall describe the optimal hardware environment (both workstation and servers) required to utilize the proposed LIMS. Include in the proposal the optimal number of servers. If there is more than one suitable hardware platform, list all options indicating the relative strengths and weaknesses of each.

Hardware Requirements

Server Hardware	Client Hardware
<ul style="list-style-type: none"> • Intel® Core i5 or Xeon 8MB Cache • 0.5-1.5 GB RAM per user • 250GB HDD x3 RAID-5 • Plus a backup drive 	<ul style="list-style-type: none"> • PC with Intel® Core i3+ processor or equivalent. • 4+ GB RAM; 10 GB Hard-disk

Software Requirements

Server Software	Client Software
<ul style="list-style-type: none"> • Microsoft® Windows Server 2016 or newer Standard Edition with applicable number of CALs • Microsoft® SQL Server 2014 or newer with per user or processor CALs (if Oracle required, 11g or newer) • Automated Backup Solution 	<ul style="list-style-type: none"> • Microsoft® Windows 10 • Microsoft Office 2013 or newer • 64-bit application

○ *Network Environment – The LIMS vendor shall describe the optimal network environment required to utilize the proposed LIMS. Include in the proposal, the optimal bandwidth requirements such that LIMS consistently delivers a response time of 15 seconds or less. If there is more than one suitable network environment, list all options indicating the relative strengths and weaknesses of each.*

Response time for on-premises deployments is primarily dependent on internal VSD network capabilities.

○ *Operating System and Third-Party Software – The LIMS vendor shall describe the operating systems and third-party software required by the proposed LIMS that will function in the hardware environment recommended above (both workstations and servers). If there is more than one suitable operating system or third-party software, list all options indicating the relative strengths and weaknesses of each.*

Element LIMS uses a Microsoft Windows operating system and platform. Recommended database is Microsoft SQL (Oracle database can also be supported).

- SAP Crystal Reports is the report writing engine (onboard report writer is embedded in Element LIMS; a separate license for editing must be purchased directly from SAP).
- GhostScript open-source PDF generator
- XpdfReader open-source PDF viewer

○ *Security – The LIMS vendor shall describe the security tools included with LIMS*

- *Describe how LIMS restricts access to the following:*

- *Application access*
- *Menu access*
- *Record access*
- *Field access*
- *Querying/reporting access*
- *Administrative tool access*

Users must have a valid Element LIMS account to gain access to the application, and must pass one of three authentication methods:

Element/Application: Connected to the database via an Element application database user. Users are authenticated against the username/password entries in Security Table

Domain: Connected to the database via an Element application database user. Users are authenticated against the Username in the Security Table and must match Windows Active Directory services for username/password.

Database: Direct user connection to Database. Username in Security table must match with Database Username/Password

Menu access may be permissioned by role and/or user. A single checkbox enables/disables access.

Users may be restricted from accessing specific features or functionality, and may be prevented from modifying a specific project without the proper permissions or role (i.e. “Project Manager”). Users may also be prevented from reviewing data for a specific analysis unless they are permissioned to do so. But general (read) access for a specific client may not be permissioned to only specific users. Any user that has read access to the client record feature is able to view any client record.

Two checkboxes are used to control access to each field on the screen: view and edit

Access to queries and reporting functionality is regulated by menu and/or field permissions.

Administrative tool access is regulated by menu and/or field permissions. This enables some admin tools to be made available, but not enabling the entire admin menu.

▪ Describe the user security profile and how the security profile is defined

Internal permissions are based on each menu item, and subsequently each field. Default permissions may be defined at the “Roles” level, and further refined at the user level.

▪ Describe the firewall access requirements and limitations

The Element LIMS client requires access to the back-end database and file server

▪ Describe the functionality of LIMS on users’ (client) computers that do not have administrative rights.

The only thing such users will be prevented from doing on such workstations is performing the initial LIMS client installation. Subsequent installations (updates) are pulled from the database server and installed without the need for administrative rights. Functionality internal to Element LIMS is not compromised for users without admin rights.

▪ Describe the policy for addressing security flaws when such flaws are announced by the LIMS vendor, database vendor, or operating system vendor. Include in your proposal, the time to implement patches from the time these flaws are publicly announced.

Security flaws identified by third parties (e.g. Microsoft) would be reviewed by the Promium Development team as soon as we are made aware. Depending on severity, work may begin immediately to resolve the issue if such a fix can be deployed by Promium. If the severity is deemed to be less severe, the time to respond may be longer. If the severity is high but no immediate fix can be deployed, customer will be notified.

o Availability – LIMS must be available between 6:00AM and 6:00 PM PST every day. Additionally, LIMS must be available 99.5% of the time. Describe the conditions that must be in place for the proposed LIMS to meet this requirement.

Availability for an on-premises deployment is dependent on VSD resources. LIMS availability is generally a function of network availability and routine maintenance. Good practices must be followed in keeping the server up-to-date with OS and database updates, as well as the Element LIMS client application on each workstation.

o Performance – LIMS must meet performance criteria related to transaction speed as specified in the LIMS Requirements Document. In general, the response time must be under 15 seconds unless otherwise stated.

Element LIMS will generally meet this requirement with the possible exception of extremely large data sets.

o LIMS Upgrade – The LIMS vendor shall describe a path for future upgrades of LIMS. The following specifications must be addressed in the proposal. Each upgrade shall be completed within 2 weeks. Each upgrade shall preserve all modifications and data present in LIMS prior to the upgrade. The upgraded LIMS shall not be reconfigured, or source code rewritten to make available features that were available prior to the upgrade.

Upgrades are available upon release, to any customer with a valid maintenance agreement. The laboratory is responsible for deployment of the upgrade.

o Identify the end-of-life date and support plans for the product you are proposing.

Promium will maintain support for at least two versions of Element LIMS. The current version was just released in July 2021 and no end-of-life forecast has been defined at this point.

Support and Maintenance

• *Proposal describes the details of the optimal software support and maintenance contract required to support LIMS. Include in this proposal the following minimum benefits: 24/7 access, Unlimited Technical Support with dedicated software engineer, Programming Support – minimum 8 Hours, included Software Upgrades for LIMS and any required third-party software, Remote Support, and anticipated price increases for the next 5 years. Additional benefits can be included in the proposal. If upgrades for any third-party software are not included in the contract, provide a list of such software in the proposal. The Annual Service Contract must meet the specifications of the LIMS Requirements Document.*

Customer Support is available to all customers with a valid maintenance account (first year included). There is no separate fee.

Once the implementation portion of the project has been deemed to be completed, the account is transitioned to our customer support team which is headquartered at our Bothell, WA office. The full host of support services would be available at that point including phone support, online ticketing, online resources, software updates, and remote access for troubleshooting. Customer-specific configuration tables and instrument interfaces are supported.

Annual Promium maintenance for Element LIMS includes the following services:

- Software bug fixes
- Minor feature enhancements
- Major feature enhancements
- Major software upgrades (including platform and other technology updates)
- Instrument interfaces (existing and support for new instruments)
- Help desk call support
- Online trouble ticketing
- Online learning resources and video tutorials
- Online customer forum

Customer support is available during normal business hours with the helpdesk available 6:00am to 5:00pm Pacific Time, and provisions for emergency 24/7 response. All support members are located in the United States.

Development resources may be purchased for an additional fee on an hourly basis.

Element LIMS® version 7		Currency: USD		Effective: 9/12/2022	
SOFTWARE	License: Purchase	Qty	Price	Total	Subscription
BASE SOFTWARE					
Configuration: Environmental/Water Testing					
Application Components	Concurrent Users	5	\$ 7,341	\$ 36,707	
- Project Management	Included				
- Sample Control	Included				
- Laboratory Analysis	Included				
- Quality Assurance	Included				
- Reporting (Basic reports & EDDs)	Included				
	Discount		-15%	\$ (5,506)	
	Subtotal			\$ 31,201	
Element ClientConnect					
Laboratory Hosted		1	\$ 4,700	\$ 4,700	
	Discount		-100%	\$ (4,700)	
	Subtotal			\$ -	
IMPLEMENTATION SERVICES					
	Laboratory Hosted	Qty	Price	Total	
Standard					
On-site Assessment, other on-site/off-site hours defined at planning stage.		1	\$ 32,080	\$ 32,080	
- Project initiation and assessment					
- Configuration and development					
- Initial system testing					
- Parallel testing and validation					
- Move to production and ready for go-live					
	Discount		-10%	\$ (3,208)	
	Subtotal			\$ 28,872	
Additional Services					
Administrator Training	Quantity	1	\$ 5,960	\$ 5,960	
On-site					
User Training	Quantity	1	\$ 7,780	\$ 7,780	
On-site					
EDDs, Reports, DMRs	Dollars	1	\$ 1,799	\$ 1,799	
WaterTrax WTX_2.0, pipe delimited upload file.	Discount		-50%	\$ (900)	
EDDs, Reports, DMRs	Dollars	1	\$ 799	\$ 799	
California CIWQS Data Format	Discount		-50%	\$ (400)	
	Subtotal			\$ 15,039	
Campus Online Resources	Included - no charge		\$ -	\$ -	
TOTAL SOFTWARE AND SERVICES				\$ 75,112	
MAINTENANCE (Updates, Helpdesk, Online resources)					
	Included	Users	Price Per	Total	
1st Year Annual Maintenance		5		Included	
2nd Year Annual Maintenance		5	\$ 958	\$ 4,788	
3rd Year Annual Maintenance		5	\$ 986	\$ 4,932	
4th Year Annual Maintenance		5	\$ 1,016	\$ 5,079	
5th Year Annual Maintenance		5	\$ 1,046	\$ 5,232	
Total Maintenance - For Budgeting Purposes				\$ 20,031	
Other Products and Services					
EnviroChain - Online Chain of Custody Service	Quantity		Total	Annual	
Standard Plan - Annual Subscription	CoCs	Unlimited		\$ 2,500	
	Discount		-100%	\$ (2,500)	
TOTAL OTHER PRODUCTS AND SERVICES				\$ -	\$ -
NOTES:					
Element ClientConnect version 7 including online sample submission is currently under development to replace the existing application.					
TERMS AND CONDITIONS					
Payment for Element LIMS software is billed at shipment/download and is due upon receipt of invoice.			This proposal expires after: 90 Days		
Payment due net 30 days unless otherwise specified.					
Delay in payments can result in discontinuation of services. Late payments may be subject to a 1 1/2% monthly late fee.					
Element LIMS maintenance renewal periods for license upgrades may be pro-rated to reconcile the renewal period of all users.					
A 3% processing fee may be applied to credit card transactions for Element LIMS.					
TAXES: Even if we do not collect sales tax from you, your state may still require you to pay tax. Promium collects sales tax in WA, AZ, CA, FL, HI, IL, IN, MD, MI, NM, MO, NJ, NY, PA, RI, TN, TX, WI. A sales tax is not collected if we have your tax exemption certificate on file.					
Confidential - Not to be shared with any other parties.					
Rev: AML030222					

Attachments

Attachment A: End User License Agreement

Attachment B: Maintenance Agreement

Element LIMS[®] Software End-User License Agreement

This End-User License Agreement ("EULA" or "Agreement") is a legal agreement between the customer listed on the Promium Order document ("you" or "Customer") and Promium, L.L.C. ("Promium") for Element LIMS[®] computer software and associated media and printed materials provided to you by Promium (collectively, "Software"). The term Software shall also include "online" or electronic documentation that may be provided to you.

By installing, copying, or using any part of the Software, you agree to be bound by the terms of this EULA. PROMIUM IS WILLING TO GRANT YOU A RIGHT TO USE ITS SOFTWARE ONLY IF YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS CONTAINED IN THIS AGREEMENT.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. USE OF SOFTWARE.

- a. Unless otherwise specified in writing by Promium, you may use an unlimited number of copies of the Software on an unlimited number of computers; provided however, that they may be used by a single business or government entity only. The number of concurrent users of the Software shall be limited as described in your Promium Quotation form. Laboratory facilities connected by network and sharing a single Element LIMS Production Database may share a single license, as long as all such facilities are both owned and operated by a single business or government entity. The Software may not be loaned or shared with any other business or government entity, including any affiliated companies, either by sharing log-in credentials or otherwise. Any such entity would need to purchase its own license to use the Software.
- b. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer. Subject to the other terms of this Agreement, installation on a network server for the sole purpose of internal distribution to one or more other computer(s) within a single physical facility shall not constitute "use" for which a separate license is required.
- c. Solely with respect to electronic documentation included with the Software, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal instructional purposes and are not republished or distributed to any third party.
- d. You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy for the Software made for backup purposes. It is permissible to create a test environment so long as the test database is designated as such in the Element LIMS system static table and is not used in production.
- e. If you enable or install the Element ClientConnect viewing functionality, you may allow your laboratory clients to access appropriate data and reports via the Internet reporting features of the Software. If you enable the ClientConnect sample submission functionality, you may allow your sample generators to submit

chain-of-custody records online or through the application, subject to any applicable terms of use for such usage. There may be a fee in addition to your other Element LIMS license fees.

- f. Promium may revise subscription fees and per-unit charges from time to time upon notice to Customer. For subscriptions, such revisions shall be effective upon the renewal date of Customer's subscription.
- g. You agree that Promium may audit and inspect your use of the Software for compliance with these terms within thirty (30) days of a request. In the event that such audit reveals any use of the Software by you other than full compliance with the terms of this Agreement, you shall take immediate steps and provide payment as appropriate, to come into compliance.

2. OWNERSHIP.

- a. Title. Use of the Software is licensed to you for use only under the terms of this Agreement. Except as expressly licensed to you herein, Promium reserves the right, title and interest in the Software and all associated copyrights, trademarks, and other intellectual property rights therein. Promium retains all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Promium or any third party. You shall own all rights, title and interest to the information contained in any database created by you for use with the Software. You shall not, however, own any right, title or interest to the schema, structure or design of any databases developed for use with the Software by Promium and may not disclose such schemas, structures or designs to a third party without the expressed written consent of Promium.
- b. Validation. The Software will from time to time check to see if a valid license is active for that instance of the Software. During the validation check, the Software will send information about the Software and the device Internet protocol address of the device. Promium does not use the information to identify or contact you. By using the Software, you consent to the transmission of this information. If, after the validation check, the Software is found not to be properly licensed, the functionality of the Software may be affected. You may need to reactivate the Software or receive reminders to obtain a properly licensed copy of the Software, or you may not be able to use some features of the Software, or you may not be able to obtain updates, upgrades or support from Promium.
- c. Confidentiality. You acknowledge that the Software contains confidential, proprietary information and trade secrets of Promium. To the extent permitted by law, you agree, and shall take all appropriate steps, to ensure that the Software, or any portion thereof, is not disclosed or made available by you or anyone in your organization to any other person, firm or organization without the prior written consent of Promium. You agree to properly restrict any persons permitted access to the Software so as to enable you to satisfy your obligations under this Agreement.
- d. Copying. You must refrain from copying the Software except that you may (i) make copies of the Software solely for backup or archival purposes as provided above and (ii) copy the Software to a network server for the sole purpose of internal distribution to one or more other computer(s) within a single physical facility. You may copy the printed instructional materials such as tutorials and manuals accompanying the Software with permission from Promium only for the sole purpose of operating and maintaining Promium products within the restrictions of your license.

3. OTHER RIGHTS AND LIMITATIONS.

- a. **Restrictions on Use.** You agree to use the Software only for your own business or organization. You shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software unless otherwise specifically agreed in writing by Promium, (ii) use the Software to process or permit to be processed the data of any other party, including any of your affiliates or related companies, (iii) use the Software in the operation of a service bureau or similar service, on the internet or otherwise, or (iv) allow access to the Software through any computers located outside of your main facility or your designated remote facilities (this does not preclude laboratory clients from accessing appropriate data and reports and submitting chain-of-custody data via the Element ClientConnect application features of the Software as discussed above).
- b. **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software. For purposes of this Agreement, "reverse engineering" shall mean the examination or analysis of the Software or Proprietary Information to determine its source code, sequence, structure, organization, internal design, algorithms or encryption devices, and "Proprietary Information" shall mean all data, material, text, software, scripts, processes, graphics, other information or materials or portions thereof that are built into the Software.
- c. **Unauthorized Use.** You may not distribute, rent, lease or sublicense the Software.
- d. **Upgrades.** If this copy of the Software is an upgrade from an earlier version of the Software, you must possess a valid full license to a copy of the Software used to upgrade to this copy. You may continue to use earlier versions of the Software to which this upgrade copy relates provided that: (i) the upgrade copy and the earlier version copy are installed and/or used only on the computers covered by this Agreement, and the earlier version copy is not installed and/or used on any other computers; (ii) you comply with the terms and conditions of the earlier version's end user license agreement with respect to the installation and/or use of such earlier version copy; (iii) the earlier version copy or any copies thereof are not transferred to any other party; and (iv) you acknowledge and agree that any obligation Promium may have to support for the earlier version of the Software may be ended upon availability of the upgrade.
- e. **Non-Competition.** In no event may you use the Software or Proprietary Information to provide services similar to the Software in competition with Promium. In order to protect Promium's confidential information and trade secrets, you may not develop, provide, sell, rent, or resell any product or service which competes with the Software, or create or implement any such product or service for the purpose of competing with the Software provided hereunder while this Agreement is in effect and for a period of one (1) year following termination of this Agreement.

4. RESPONSIBILITY FOR USE.

- a. **Responsibility for Use.** You assume sole responsibility for the use of the Software and for any results obtained by you from the Software. You shall be solely responsible for necessary audit and verification of the sufficiency and accuracy of all reports, documents and other information prepared using the Software.
- b. **Responsibility for Content.** You acknowledge and agree that: (i) Promium does not screen content from the sample generator users or any other content entered or imported into the Promium software, and it does not guarantee or warrant the accuracy, integrity, or quality of any such content; (ii) you will evaluate and bear all risks associated with the use by you or third parties of any such content, including any reliance on the accuracy, completeness, or usefulness of any chain-of-custody information or any other information or data; and (iii) Promium shall not be liable in any way for any such content, including, but not limited to, any

errors or omissions in it, or for any loss or damages of any kind incurred as a result of the use of any such content by you or any third party. You acknowledge and agree that nothing in this Agreement or related to your use of the Software shall make Promium a party to any chain-of-custody document or similar.

- c. Compliance with Laws. You agree not to use the Software to violate any applicable local, state, national or international law or regulation. Although Promium does not actively monitor use of or data uploaded into the Software, Promium reserves the right to suspend (as applicable) any use of the Software or any part thereof, or remove or disable any content, which it reasonably believes violates this Agreement or any applicable law or regulation.
- d. Indemnification. Customer shall indemnify and defend Promium and hold it harmless from and against any loss, damage, or expense, including reasonable attorneys' fees, arising out of: (i) claims by third parties relating to analytical results provided to third parties by Customer from Customer's use of the Software (unless such use is due to Promium's gross negligence and/or willful misconduct); (ii) unauthorized use of the Software by Customer as described in Sections 1 (Use of Software) and 3 (Other Rights and Limitations); (iii) any data, information or other content processed through the Software by Customer or Customer's sample generators or other users; or (iv) the failure of Customer to meet any of its obligations as described in this Agreement.

5. LIMITED SOFTWARE PRODUCT WARRANTY.

Promium warrants, for a period of ninety (90) days after access is first provided to you, that the Software will operate in conformance with the documentation supplied with the Software. Promium's sole obligation under this warranty is to, at Promium's sole option, correct or replace the Software so that it will perform as above warranted or refund a prorated portion of the related license fee. This warranty is void if any unauthorized modifications are made to the Software or if the Software is not used in compliance with its documentation.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF REMEDIES AND LIABILITY.

- a. THE LIMITED WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, THE SOFTWARE AND ANY ASSOCIATED SERVICES ARE PROVIDED "AS IS", AND PROMIUM MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND. PROMIUM HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, THAT MAY ARISE EITHER BY THE PARTIES' AGREEMENTS OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PROMIUM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES THAT (A) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (B) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR (C) ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED. This disclaimer shall not apply to the extent that it is prohibited by applicable law.
- b. We will not be liable for any loss or damage caused by delay in furnishing the Software or any other performance under this Agreement.
- c. To the extent permitted by law, and without waving the limitations of Sovereign immunity, our entire liability and your exclusive remedies for our liability of any kind (including liability for negligence except liability for personal injury caused solely by our negligence) for the Software covered by this Agreement and all other performance or nonperformance by us under or related to this Agreement are limited to the remedies specified by this Agreement. REGARDLESS OF WHETHER ANY REMEDY IN THIS AGREEMENT FAILS

OF ITS ESSENTIAL PURPOSE, THE LIABILITY OF PROMIUM SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE LICENSE FEES PAID TO PROMIUM FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL PROMIUM BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING PUNITIVE DAMAGES AND LOST PROFITS, RELATED TO THE SOFTWARE OR ANY ASSOCIATED SERVICES THAT PROMIUM MAY PROVIDE, EVEN IF PROMIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- d. Some states or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for consequential or incidental damages, so the above exclusion may not apply to you. In such situations, Promium's liability shall be limited to the extent permitted by law. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

7. U.S. GOVERNMENT END-USERS.

For U.S. government end-users, Promium's Software and its documentation constitute a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. §227.7202. All U.S. government end-users acquire the Software with only those rights set forth herein, consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable. Manufacturer/contractor is Promium, L.L.C., 3350 Monte Villa Parkway, Suite 220, Bothell, Washington 98021.

8. TERMINATION.

This Agreement shall continue until terminated. You may terminate this Agreement at any time by permanently discontinuing use of the Software and returning all copies of the Software to Promium. Without prejudice to any other rights, Promium may terminate this EULA if you fail to comply with the terms and conditions of this EULA by giving you written notice of such termination. This Agreement may also be earlier terminated as specified in any accompanying documents, as applicable. After any termination of this Agreement, you must cease all use of the Software and return any copies of the Software in your possession or under your control to Promium. Your obligations in this Agreement shall survive this Agreement until such time as all copies of the Software have been returned to Promium.

9. MISCELLANEOUS

- a. In any suit, proceeding or action to enforce this Agreement, the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs and expenses in connection with such suit, proceeding or action, including appeal. This Agreement shall be governed by and construed under the laws of the State of Washington without regard to its conflict of laws principles. The jurisdiction and venue for any suit or action between the parties shall be the state and federal courts of King County, Washington.
- b. Failure to enforce any rights granted herein shall not be deemed a waiver as to subsequent enforcement of such rights. If any part of this Agreement is found void and unenforceable, it shall be modified in such manner as to be valid and enforceable but so as to most nearly retain the intent of the parties; and if such modification is not possible, it shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the balance of the Agreement. If any material limitation or restriction on the grant of any license or restrictions on use of the Software under such license by Customer under this Agreement is found to be void or unenforceable, such license shall immediately terminate.

- c. This Agreement is not assignable and the licenses granted hereunder may not be sublicensed, assigned or transferred in any manner without the prior written consent of Promium. Any such attempted sublicense, assignment or transfer shall be void.
- d. This Agreement, together with its accompanying Price quotation, Order, Maintenance Agreement and Payment Terms and Conditions, constitute the entire understanding and agreement of the parties with respect to its subject matter, and any and all prior agreements, understandings or representations with respect to its subject matter are merged herein. The terms and conditions of this Agreement prevail over the terms and conditions of any other order (such as a purchase order) submitted by Customer for the Software. This Agreement may be amended only by written instrument signed by both parties subsequent to the date hereof. Any terms of this Agreement which by their nature extend beyond the Agreement termination or expiration shall remain in effect until fulfilled. These include Sections 2, 3, 4, 6, 8, and 9.
- e. Should you have any questions concerning this EULA, or if you desire to contact Promium for any reason, please contact:
 - Promium, L.L.C.
 - 3350 Monte Villa Parkway, Suite 220
 - Bothell, Washington 98021
 - 425.286-9200 Phone
 - 425-286-9201 Fax

Master: 010422

Customer Revision:

Element LIMS® Maintenance Agreement

This Maintenance Agreement (the "Agreement") is a legal agreement between the customer listed on the Promium Order document ("you" or "Customer") and Promium, LLC ("Promium") for maintenance and support services for the Element LIMS® software and related software applications (the "Software"). Maintenance and support are provided by Promium for the term of this Agreement. For license purchase customers, an initial one-year term is included as part of the Software license purchase. Thereafter, this Agreement shall automatically renew for subsequent one-year periods until terminated as described below unless otherwise specified. For lease customers, a Maintenance Agreement is in effect for the duration of the lease term.

Services not explicitly described in this document are not covered by the Maintenance Agreement or provided by Promium unless otherwise specified. Such items include conflicts that may cause Software failure due to firmware or device drivers or micro code problems introduced by the manufacturer or other parties; issues arising from software programs from other vendors; computer equipment, network equipment, database software, or any other product that may malfunction unless the malfunction is directly caused by the Software.

1. Technical Support Services:

a. Scope: Technical support services under this Agreement are limited to the two most recent major versions of the covered Software products and are available to customers who have a valid Maintenance Agreement.

b. Services: Unless otherwise communicated, telephone support is available Monday through Friday, 5:00am to 5:00pm Pacific Time, not including holidays recognized by Promium. At other times, a telephone or email message may be left and Promium personnel will respond within one business day. Emergency technical assistance provided outside of normal business hours may incur additional charges if specified in the contract. Online documentation and other support materials are available at www.promium.com/support or accessible directly through the product. Promium website is available twenty-four hours per day, seven days per week unless undergoing maintenance or repair.

Each Element LIMS customer requiring support must designate at least one primary contact person to manage technical support requests.

Support requests should be directed to:

Promium Customer Support (Help Desk)

425.286.9200 phone

425.286.9201 fax

support@promium.com

2. Software Updates:

Software updates to the core system, including Software revisions, are provided at no additional charge to customers who have a valid Maintenance Agreement. Updated system components such as executables, libraries, controls, Basic report formats and supporting files for the covered Software products and its companion applications are available from the Promium downloads section of the web site at www.promium.com/support. No additional tangible goods will be provided with the renewal of the maintenance subscription. Updates to Standard and customized Electronic Data Deliverables (EDDs) and reports are available at an additional charge.

3. Custom Programming Services

Promium may offer certain features, functions, reports, and other input or output which are not considered part of core Software or services by Promium. These items are considered custom work. Deliverables including but not limited to, custom programming, custom reports, proprietary electronic deliverable programs, other special program functions on behalf of the user, and other custom services, outside the original purchase agreement, may incur additional charges as quoted by Promium.

4. Services Not Included

Promium reserves the right to charge for support or programming services that are unrelated to the direct operation of its Software products. This includes conflicts that may cause Software failure due to firmware or device drivers or micro code problems introduced by the manufacturer or other parties. This also includes other Software programs that may interfere with its Software products.

5. Term & Renewal

This Agreement is effective for one year for license purchase customers. The effective (service start) date is within thirty (30) days of shipment of software unless otherwise specified. Upon the expiration of the initial one-year term (and unless otherwise terminated), this Agreement shall automatically renew for successive one-year periods unless either party gives written notice of its intent to terminate the Agreement before the then-current term expires, unless autorenewal is prohibited by statute. For lease customers, this Agreement is effective for the period of the lease, and it shall continue automatically provided that lease payments are timely received by Promium.

6. Payment

For license purchase customers, annual maintenance payments shall be paid in advance. Costs for each renewal term are generally invoiced to you 45 days prior to the expiration of the renewal term and are due net 30 days from invoice date. Prices are subject to change. Payment not received on or before the Payment Deadline shall be subject to a one-and-one-half percent (1½%) monthly late fee. In the event that Customer fails to make timely payment under this Agreement, Promium reserves the right to terminate this Agreement and/or suspend the provision of services under it by providing Customer written notice of its election to do so. Maintenance for lease customers shall be paid in advance as provided in the Promium Software Lease Agreement.

7. Billing

Any services not covered under this Agreement will be billed at a rate set by Promium in its course of business. Payment for services billed shall be made within thirty (30) days of the date of invoicing or shall be subject to a one-and-one-half percent (1½%) monthly late fee.

8. Warranty Disclaimer and Limitation of Liability

a. THE PROMIUM MAINTENANCE SERVICES ARE PROVIDED "AS IS" AND PROMIUM MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND. PROMIUM HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, THAT MAY ARISE EITHER BY THE PARTIES' AGREEMENTS OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PROMIUM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES THAT (A) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (B) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR (C) ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED. This disclaimer shall not apply to the extent that it is prohibited by applicable law.

b. We will not be liable for any loss or damage caused by delay in furnishing the Software or any other performance under this Agreement.

c. Our entire liability and your exclusive remedies for our liability of any kind (including liability for negligence except liability for personal injury caused solely by our negligence) for the Software covered by this Agreement and all other performance or nonperformance by us under or related to this Agreement are limited to the remedies specified by this Agreement. REGARDLESS OF WHETHER ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, THE LIABILITY OF PROMIUM SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE LICENSE FEES PAID TO PROMIUM FOR THE SOFTWARE MAINTENANCE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL PROMIUM BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING PUNITIVE DAMAGES AND LOST PROFITS, RELATED TO THE SOFTWARE OR ANY ASSOCIATED SERVICES THAT PROMIUM MAY PROVIDE, EVEN IF PROMIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. Some states or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for consequential or incidental damages, so the above exclusion may not apply to you. In such situations, Promium's liability shall be limited to the extent permitted by law. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

9. General

a. If Customer breaches any of the terms of this Agreement, Promium, in addition to any other legal remedy it may have, may cancel this Agreement effective upon written notice to Customer. This Agreement or other proof thereof must be presented by Customer as valid Maintenance coverage upon request.

b. In any suit, proceeding or action to enforce this Agreement, the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs and expenses in connection with such suit, proceeding or action, including appeal. This Agreement shall be governed by and construed under the laws of the State of Washington without regard to its conflict of laws principles. The jurisdiction and venue for any suit or action between the parties shall be the state and federal courts of King County, Washington.

c. Failure to enforce any rights granted herein shall not be deemed a waiver as to subsequent enforcement of such rights. If any part of this Agreement is found void and unenforceable, it shall be modified in such manner as to be valid and enforceable but so as to most nearly retain the intent of the parties; and if such modification is not possible, it shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the balance of the Agreement.

d. This Agreement is not assignable and the licenses granted hereunder may not be sublicensed, assigned or transferred in any manner without the prior written consent of Promium. Any such attempted sublicense, assignment or transfer shall be void.

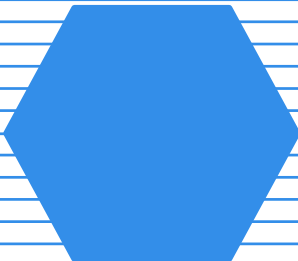
e. This Agreement, together with its accompanying Price quotation, Order, Maintenance Agreement and Payment Terms and Conditions, constitute the entire understanding and agreement of the parties with respect to its subject matter, and any and all prior agreements, understandings or representations with respect to its subject matter are merged herein. The terms and conditions of this Agreement prevail over the terms and conditions of any other order (such as a purchase order) submitted by Customer for maintenance services. This Agreement may be amended only by written instrument signed by both parties subsequent to the date hereof. Any terms of this Agreement which by their nature extend beyond the Agreement termination or expiration shall remain in effect until fulfilled. These include Sections 6, 8 and 9.

Master: 010422

Customer Revision:

PROMIUM

3350 Monte Villa Parkway #220 Bothell, WA 98021
1.877.PROMIUM | www.promium.com



Attachment to Proposal for

Valley Sanitary District

Laboratory Information Management System (LIMS) RFP

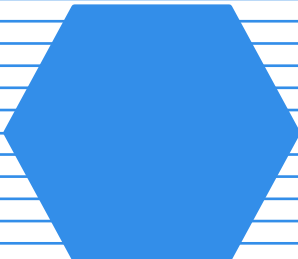
April 8, 2022

Confidential Financial Statements



Element LIMS[®]
LABORATORY INFORMATION MANAGEMENT

PR^oMIUM



	<u>Dec 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1055 · Columbia Bank - Payables 7564	-34,384.08
1050 · Columbia Bank - Savings 5276	262,078.28
1045 · Columbia Bank - Receivable 35...	<u>25,740.35</u>
Total Checking/Savings	253,434.55
Accounts Receivable	
Trade Accounts Receivable	<u>974,242.59</u>
Total Accounts Receivable	974,242.59
Other Current Assets	
Inventory	113,400.12
Prepaid Expenses	21,997.50
1550 · Undeposited Funds	<u>29,379.88</u>
Total Other Current Assets	<u>164,777.50</u>
Total Current Assets	1,392,454.64
Fixed Assets	
Equipment Assets	385,102.35
1700 · Accumulated depreciation	<u>-364,072.27</u>
Total Fixed Assets	21,030.08
Other Assets	
Software Development	3,018,564.30
1725 · Long Term Leasing Contracts	217,188.04
1800 · Security deposit	24,844.93
1805 · Copyrights & Trademarks	<u>14,353.25</u>
Total Other Assets	<u>3,274,950.52</u>
TOTAL ASSETS	<u><u>4,688,435.24</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Trade Accounts Payable	<u>30,211.32</u>
Total Accounts Payable	30,211.32
Credit Cards	
Credit Card Balances	<u>57,533.45</u>
Total Credit Cards	57,533.45

	<u>Dec 31, 21</u>
Other Current Liabilities	
Deferred Implementation Revenue	52,068.00
Loans	425,998.26
Accrued payroll and payroll tax	291,530.83
2400 · Sales Tax Payable	28,347.73
2410 · Use Tax Payable	<u>20.70</u>
Total Other Current Liabilities	<u>797,965.52</u>
Total Current Liabilities	<u>885,710.29</u>
Total Liabilities	885,710.29
Equity	
3007 · Additional Paid-in Capital	11,000.00
3005 · Capital Stock	750.00
3010 · Retained Earnings	3,317,904.00
Net Income	<u>473,070.95</u>
Total Equity	<u>3,802,724.95</u>
TOTAL LIABILITIES & EQUITY	<u><u>4,688,435.24</u></u>

	Jan - Dec 21
Ordinary Income/Expense	
Income	
Software License	
4005 · Element Software Purchase	
4005b · Element SW Purchase_Upgrade	188,437.44
4005a · Element SW Purchase_New	406,803.00
	406,803.00
Total 4005 · Element Software Purchase	595,240.44
4015 · Element Software Subscription	
4015c · Element SW Subscription_Upgrade	6,493.15
4015b · Element SW Subscription_Renew	445,872.75
4015a · Element SW Subscription_New	101,495.86
	101,495.86
Total 4015 · Element Software Subscription	553,861.76
4065 · Client Connect	
4065c · ClientConnect_Set up	0.00
4065b · ClientConnect_Renewal	55,872.00
4065a · ClientConnect_Initial Year	15,079.25
	15,079.25
Total 4065 · Client Connect	70,951.25
4085 · EnviroChain EA	6,035.00
	6,035.00
Total Software License	1,226,088.45
Maintenance	
4025 · Renewal	2,405,457.17
4030 · Initial	
4030b · Initial Maintenance_Upgrade	19,395.50
4030a · Initial Maintenance_New	61,802.00
	61,802.00
Total 4030 · Initial	81,197.50
4035 · Subscription	
4035c · Subscription Maint_Upgrade	425.85
4035b · Subscription Maintenance_Renew	84,327.25
4035a · Subscription Maintenance_New	17,675.74
	17,675.74
Total 4035 · Subscription	102,428.84
Total Maintenance	2,589,083.51
Implementation & Configuration	
4050 · Report Configuration	10,100.00
4080 · EDD Programming	81,647.00
4040 · Implementation & Training Hours	
4040c · Online Training	80,982.00
4040b · Post Implementation & Training	9,830.00
4040a · Implementation & Training Hours	389,124.39
4040 · Implementation & Training Hours - Other	660.00
	660.00
Total 4040 · Implementation & Training Hours	480,596.39
4045 · Travel Expenses Billed	
4045b · Post Imp Travel Expenses Billed	2,500.00

	Jan - Dec 21
4045a · Implementation Travel Billed	41,149.50
Total 4045 · Travel Expenses Billed	43,649.50
Total Implementation & Configuration	615,992.89
Additional Services	
4093 · Interest from Leases	-99.69
4092 · Processing Fees	6,600.19
4055 · Hardware & Software	1,000.00
Total Additional Services	7,500.50
Total Income	4,438,665.35
Cost of Goods Sold	
5031 · Training Subscription Expenses	3,004.01
5032 · Software Hosting Expenses	279,158.36
5005 · Hardware, Software Resold	
5005 · Hardware, Software Resold - Other	84.21
Total 5005 · Hardware, Software Resold	84.21
5010 · Reseller Program Fees	1,032.03
Total COGS	283,278.61
Gross Profit	4,155,386.74
Expense	
Personnel Expenses	
Payroll	
6045 · FMLA Wages	4,117.91
6005 · Executive Officer's Wages	1,041,976.04
6010 · Product Support Wages	790,755.97
6015 · Sales & Marketing Wages	667,868.78
6020 · Development Wages	525,604.68
6025 · Administration & Finance Wages	157,578.07
6030 · Contra R&D Wages	-686,445.24
6035 · Contra Executive Officer Wages	-520,988.02
Total Payroll	1,980,468.19
Employee Benefits	
6105 · Medical Insurance Premiums	165,373.82
6150 · Dental Insurance Premiums	14,436.69
6145 · 401K Retirement	96,611.25
6155 · Vision Insurance Premiums	416.73
6110 · HSA - Health Savings Account	-300.00
6165 · Aflac PreTax Insurance Premiums	-0.12
6160 · Aflac PostTax Insurance Premium	0.02
6140 · Critical Illness Ins Premiums	-0.22
6115 · Professional Development	18,794.15
6535 · Executive Health Benefit	1,980.00
6170 · AD&D Life Insurance Premiums	688.80

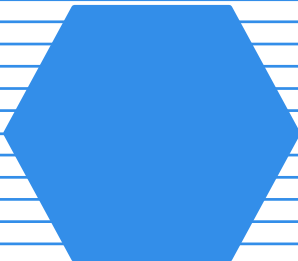
	Jan - Dec 21
Total Employee Benefits	298,001.12
6050 · Payroll Taxes	
6050 · Payroll Taxes - Other	208,504.69
Total 6050 · Payroll Taxes	208,504.69
6055 · Workers Comp	2,552.75
Total Personnel Expenses	2,489,526.75
Facility Expenses	
6230 · Leashold Tax	12,576.00
6205 · Rent	98,258.00
6210 · CAM Charges	53,972.33
Total Facility Expenses	164,806.33
General Expenses	
6491 · R&D Expenses	3,892.66
6305 · Finance & Banking Fees	8,701.00
6325 · Licenses & Permits	2,414.25
6405 · Company Auto Expenses	1,417.40
6415 · Business Insurance	10,033.91
6420 · Charitable Donation	1,185.44
6425 · Dues & Subscriptions	19,752.78
6440 · Office Supplies	
6442 · Office Supplies - Property	4,839.01
6441 · Office Supplies - Consumables	3,157.70
6443 · Office Equipment - Non Asset	6,197.22
Total 6440 · Office Supplies	14,193.93
6445 · Postage & Delivery	651.18
6450 · Printing Expense	969.78
6455 · Recruiting	1,326.63
6465 · Telephone & Internet Service	36,123.81
6480 · Gain/Loss on Foreign Exchange	31.45
6485 · Penalty & Fines	438.86
6490 · Sales Tax Adjustments	-90.52
Total General Expenses	101,042.56
Sales & Marketing Activities	
6505 · Marketing	509.56
6510 · Tradeshow Expense	1,499.00
6515 · Association Memberships	154.58
6520 · Lead Generation	
6520 · Lead Generation - Other	255.98
Total 6520 · Lead Generation	255.98
6525 · Advertising	4,155.69
Total Sales & Marketing Activities	6,574.81
Professional Fees	

	Jan - Dec 21
6610 · Finance & HR	60,467.78
6615 · Legal Fees	45.00
6225 · Business Consulting	5,763.91
Total Professional Fees	66,276.69
Travel & Meals	
6705 · Airfare	
6505c · Airfare Executive	4,118.69
6705a · Airfare Implementations & Post	14,320.63
6705b · Airfare Sales	1,711.45
Total 6705 · Airfare	20,150.77
6710 · Lodging	
6710c · Lodging Executive	1,842.89
6710a · Lodging Implementation & Post	16,919.43
6710b · Lodging Sales	2,563.11
Total 6710 · Lodging	21,325.43
6715 · Transportation	
6715d · Transportation Finance & Admin	261.52
6715c · Transportation Executive	1,267.75
6715a · Transportation Imp & Post Imp	16,713.96
6715b · Transportation Sales	983.13
Total 6715 · Transportation	19,226.36
6720 · Meals & Entertainment	
6720a · Meals & Entertainment (0%)	
6720ac · Entertainment Executive	97.93
6720aa · Entertainment - Imp & Post Imp	7.23
6720a · Meals & Entertainment (0%) - Other	1,154.80
Total 6720a · Meals & Entertainment (0%)	1,259.96
6720b · Meals (50% Deductible)	
6720bi · Meals Sales	527.59
6720bh · Meals Implementation & Post Imp	632.78
6720bg · Meals Executive	443.90
6720bl · Employee Meeting - Misc	44.91
6720bc · Per Diem - Sales	975.00
6720bb · Per Diem - Imp & Post Imp	7,247.00
Total 6720b · Meals (50% Deductible)	9,871.18
Total 6720 · Meals & Entertainment	11,131.14
6725 · Parking	
6725c · Parking Executive	464.47
6725b · Parking Sales	162.15
6725a · Parking Imp & Post Imp	322.55
Total 6725 · Parking	949.17

	Jan - Dec 21
Total Travel & Meals	72,782.87
Total Expense	2,901,010.01
Net Ordinary Income	1,254,376.73
Other Income/Expense	
Other Income	
7005 · Interest Income	78.14
Total Other Income	78.14
Other Expense	
Taxes	
6335 · Franchise Taxes	1,565.83
6340 · Property Taxes	615.55
6345 · WA B&O Taxes	8,270.98
Total Taxes	10,452.36
6320 · Line of Credit Interest Expense	4,861.54
6350 · Depreciation Expense	15,828.00
6360 · Accum Amort SWDC Expense	750,242.02
Total Other Expense	781,383.92
Net Other Income	-781,305.78
Net Income	473,070.95

PROMIUM

3350 Monte Villa Parkway #220 Bothell, WA 98021
1.877.PROMIUM | www.promium.com





Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Anna Bell, Laboratory & Compliance Supervisor
SUBJECT: Amend the Authorized Positions to Include an Additional Full-Time Laboratory Technician and Authorize Funding for the Position

Suggested Action

Approve

Strategic Plan Compliance

GOAL 1: Fully Staffed with a Highly Trained and Motivated Team

Fiscal Impact

The FY 2022-23 fiscal impact is approximately \$ 81,378. The District will use the stipend from Verily to help offset the costs for the additional Laboratory Technician. The WastewaterSCAN program provides a stipend for labor. Verily will pay VSD \$200 per sample for 3 samples per week over an 18-month period. For a 12-month period, this will equate to \$31,200.

Verily Program Funding

\$200 per sample	3 samples per week	\$ 600
52 weeks per year	3 samples per week	\$ 31,200

Bi-Weekly Pay Rate		Pay Rate + Benefits	
\$ 2471 Bi-Weekly Rate	\$ 64,246	\$ 2471 Bi-Weekly Rate + Benefits	\$ 112,578
Offset from Verily	\$ 31,200	Offset from Verily	\$ 31,200
Program Fund Covers	48.56%	Program Fund Covers	27.7%
Remaining Balance (VSD Cost)	\$ 33,046	Remaining Balance (VSD Cost)	\$ 81,378

Background

The Environmental Compliance Department requested another laboratory technician for the fiscal year 2022/23 prior to budget adoption. The request was made to facilitate the increasing workload on current laboratory staff due to upcoming projects, regulatory changes, and department operational demands.

As mentioned in the April 2021 Board presentation on Environmental Laboratory Accreditation Program (ELAP) of The NELAC Institute (TNI), the Laboratory will be required to be fully TNI compliant by the August 2023 certification renewal application. To complete this requirement, the laboratory has identified 75+ areas requiring internal auditing, updates and review of documents, and internal staff training. The laboratory will be required to undergo an external audit by ELAP staff or a 3rd party assessor in Spring 2023 to meet the application deadlines.

To meet the increasing documentary demands of the ELAP-TNI requirements, the laboratory is acquiring a Laboratory Information Management System (LIMS). The software will assist staff with the generation of reports, quality assurance and control charts, and restricted credentials for samples, analyses, and documentation. Once the software is selected, staff will work with the LIMS provider to program the software, validate calculations and results, ensure compliance with regulations, and undergo training prior to the full launch. Laboratory staff project full launch prior to ELAP certification submissions (August 2023).

Having an additional position in the department will allow for greater schedule flexibility for additional programs and events like wastewater surveillance, outreach programs, and attending conferences and seminars, which are required for staff to maintain their CWEA certifications.

The additional position will reduce the need for assistance from the Operations Department during times of conferences, and leave requests (i.e., sick, vacation, FMLA, jury duty, etc.) – which requires prior preparations in ensuring Operations staff are fully trained and documented to assist in the Laboratory functions. The additional position will create more flexibility for trained staff that can function in the capability of the laboratory or the pretreatment program.

Attachments

[_BD__Laboratory_Technician_Presentation.pdf](#)

Environmental Compliance Department Authorize Additional Full-Time Employee

Board of Directors Meeting
October 11, 2022

Anna Bell, Laboratory & Compliance Supervisor
Ivan Monroy, Environmental Compliance Inspector II

Agenda

- Introduction
- Challenges
- Laboratory Demands
- Laboratory Information Management System (LIMS)
- ELAP – TNI regulations
- Support to Operations Department
- Support for Pretreatment
- District Benefits ○

Introduction

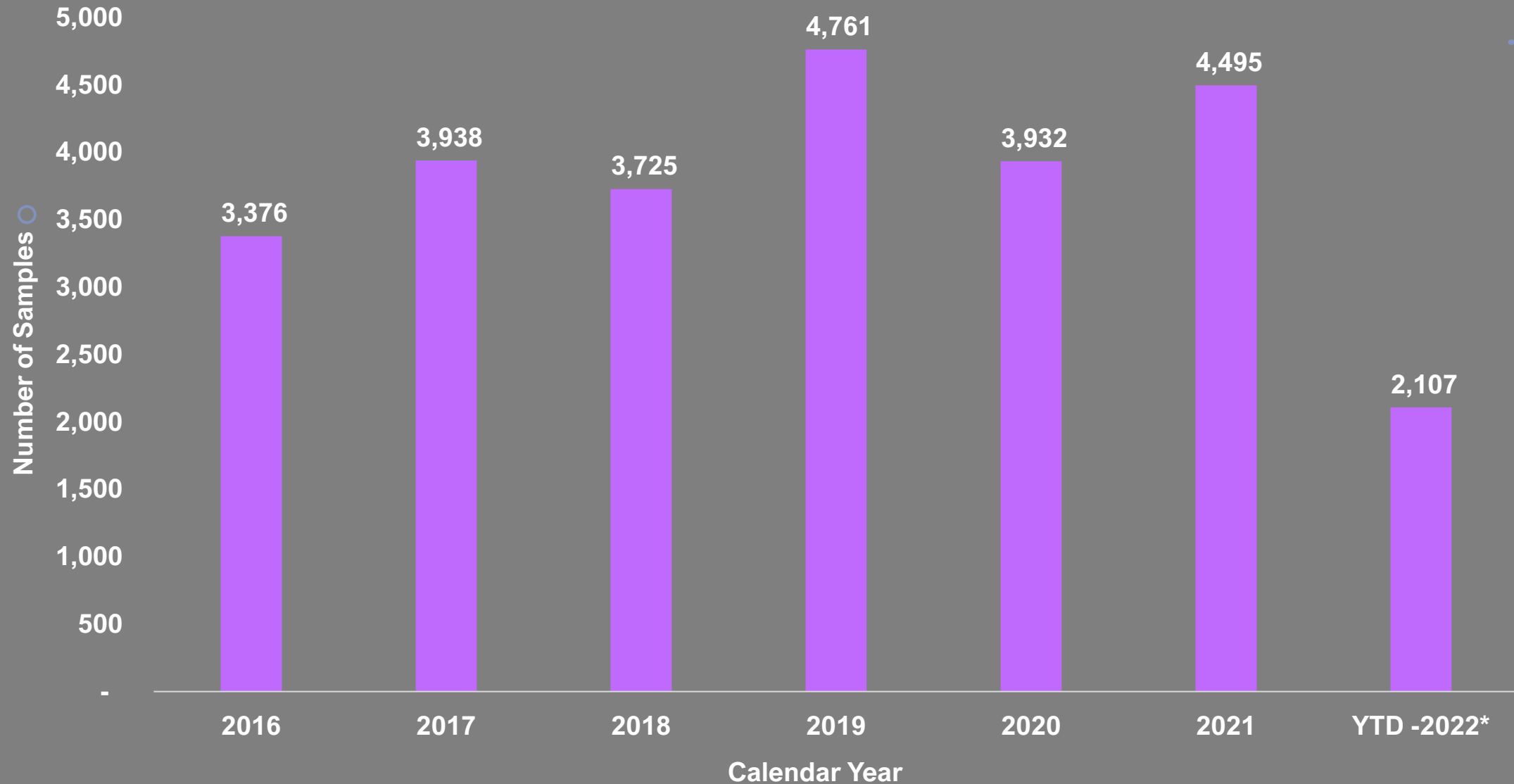
Request guidance for the funding of additional Laboratory Tech

- Strategic Goal 1: Fully staffed with highly trained and motivated team
- FY 2022/23 Fiscal Impact: \$ 81, 378
- WastewaterSCAN (verily) subsidy: \$ 31, 200
- Use subsidy to offset costs

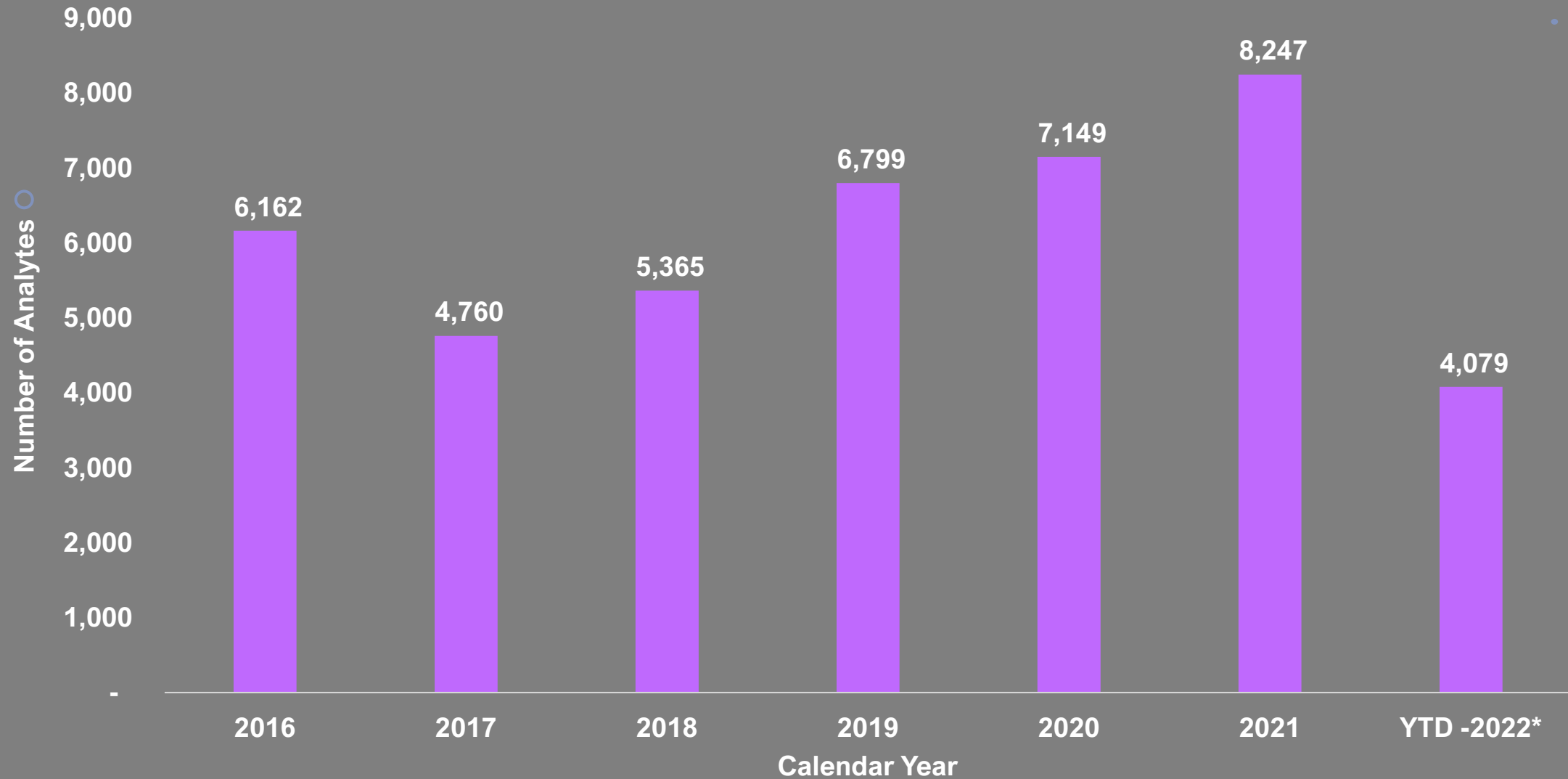
Challenges

- Continuity of fully trained staff
- Temp contract expires October
 - PERS hour requirements
 - Require new staff, time to train
- Finalize LIMS project
- Difficulty meeting ELAP-TNI requirements

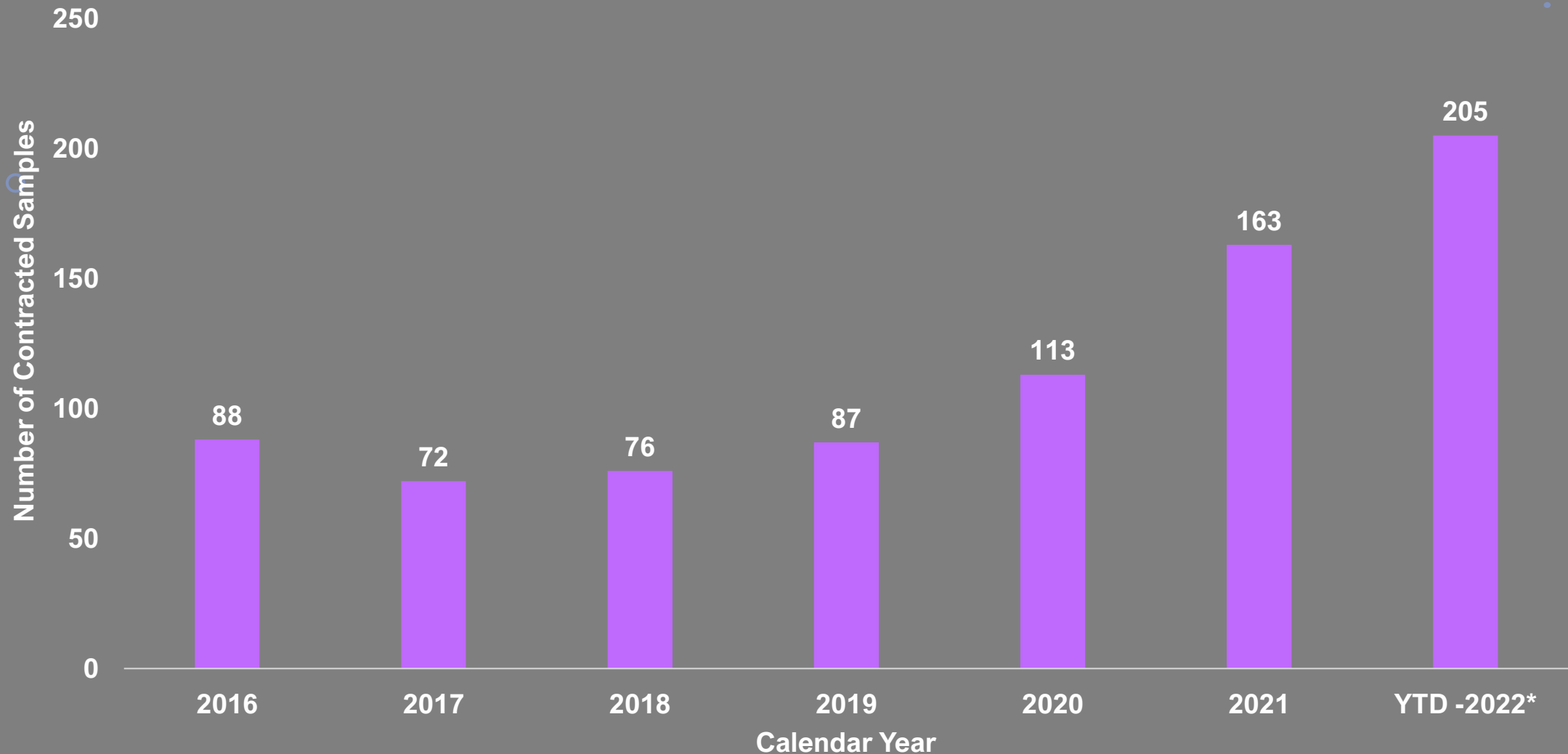
Laboratory Demands - Samples



Laboratory Demands - Analytes



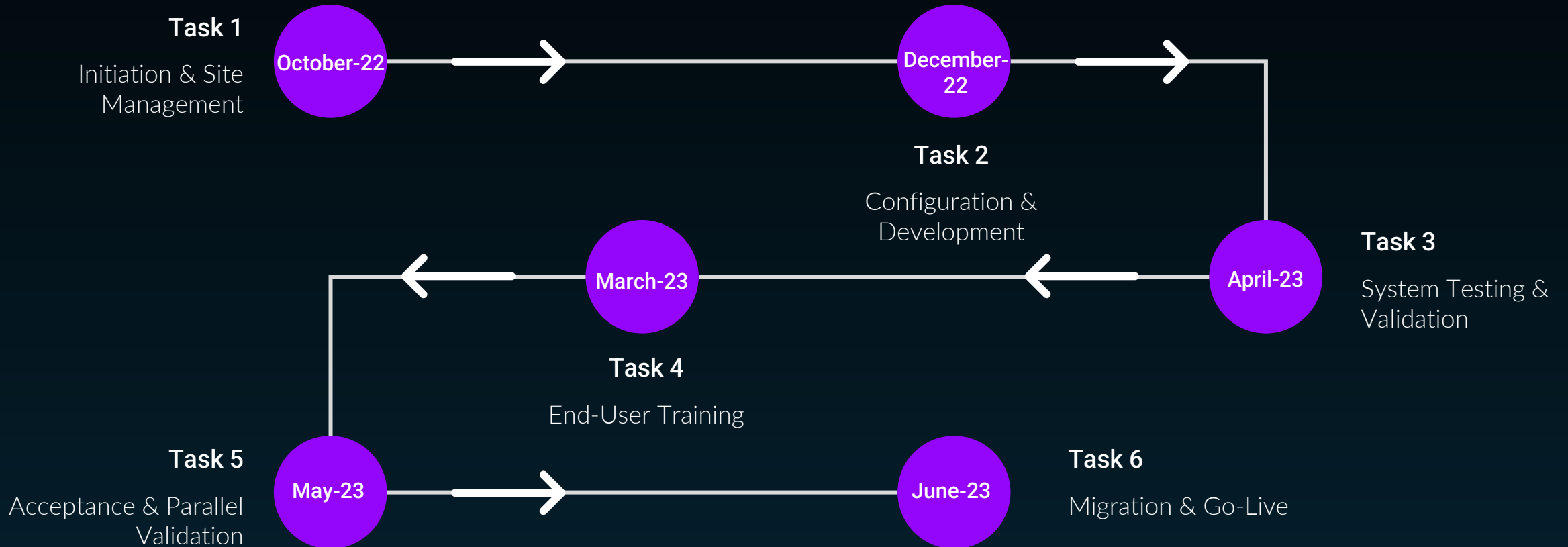
Laboratory Demands – Contracted Samples



Active Projects

Timeline

Laboratory Information Management System (LIMS)



ELAP – TNI

- ELAP laboratory audit Spring 2023
- Required full TNI compliance by August 2023 (renewal application due)
- Identified 75+ areas (documents)
 - Creation, Review & Update, Internal Audits
- Document changes
 - Apply to all 23 Method SOPs
 - Require Annual Training for each staff member

All 75+ identified Documents require Annual review and internal audits

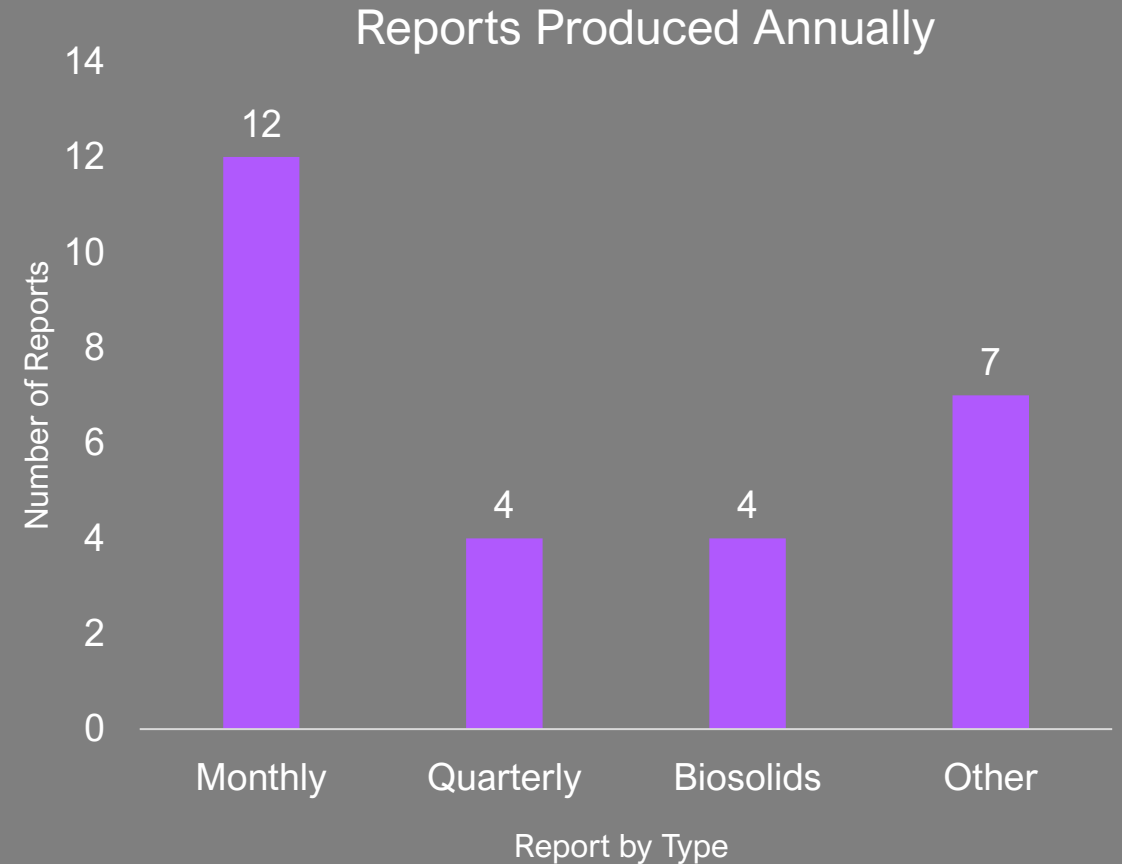
New Requirements for ELAP-TNI



Service and Support

Support to Operations Dept

- NPDES Permit Samples
 - In-House samples – faster results
 - Coordination with Contract Labs
 - Review of Laboratory Reports
- Process Control Samples
 - Continually adjust to Operations needs
 - Assist: Troubleshooting, violation prevention
- Regulatory Reporting
 - Generate & Review Results
 - Prepare & Upload Submittal
 - Prepare Certification Statement & Violation Letters



Support for Pretreatment

Benefits to the Environmental Compliance (Pretreatment Program)

- Cross Training
- Coverage for trainings, leaves, & field inspections

Activities can assist with:

- Closing out work-orders
- Receiving & tagging pump manifests
- Updating forms & Asset Management System
- Conducting research & troubleshooting events
- Address customer questions and concerns in a timely manner



District Benefits

District Benefits

- Mentoring & Training
- • Highly trained staff
- Support to other Depts
- Conferences – creating VSD presence
- Outreach programs – public exposure
- Participation in laboratory programs



Reviews and Discussions

Budget and Finance
Committee
09/06

Operations Committee
10/04

Full Board
Consideration
10/11

Questions?



Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Tino Tijerina, Facilities Maintenance Supervisor
SUBJECT: Authorize the General Manager to Execute a Purchase Order for the Purchase of a 500-Kilowatt Caterpillar Generator and Transfer Switch in an Amount Not to Exceed \$191,546

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

The replacement generator was included on the vehicle and equipment replacement list for Fiscal Year 2022-23. The cost of the Generator is \$191,547 and approximately \$102,000 for its installation for a total of \$293,547, which is within the budgeted amount of \$350,000.

Background

Generator #1 was a natural gas fired unit that had been in service since 1965 and was used to power the District House and the New Influent Pump Station. The generator was removed from service in 2015 during the demolition of the original Main Office/ Lab and Trickling Filter Influent Pump Station project. Plans were made to replace the aging unit with a diesel generator and install it near the Influent Pump Station. The estimated delivery time is 18-22 months.

Attachments

[Gen No. 1.pdf](#)

[Gen No. 1 Install.pdf](#)

[Gen No.1, 500KW 3P 480V-TSS-DM8155-04-GS-EPG-8174557.pdf](#)



QUOTATION

NO. 220601-WELL

3500 Shepherd Street, City of Industry, California 90601
 Box 226789, Los Angeles, California 90022-0744
 (562) 463-6000 Fax: (562) 463-7156

Date: **September 23, 2022**

Page: **1 of 5**

To: Contact: **Tino Tijerina**
 Company: **Valley Sanitary District**
 Address: **45-500 Van Buren St**
 City, Zip: **Indio, 92201**
 Phone: **760-238-5417** Email: **ttjerina@vllay_sanitry.org**

Terms: **COD or Subject to Credit Approval**
 F.O.B. **Jobsite, unloading by others**
 Sales Rep.: **Art Jimenez**
 Contact #: **951-250-5104**
 Email: **Art.Jimenez@quinnpower.com**

Project Name: VSD – Headworks Influent 2

Qty:	Description	List Price	Discount Price
1	<p>Caterpillar, Model C15, EPA Tier 2, Stationary Emergency Generator Set. Rated 500kW Standby Power, with fan, 60Hz, 3 Phase 277/480V Configuration at 1800 RPM.</p> <p>Sourcewell Product Discount is 37% (- \$ 76,170.79) off Generator List Price.</p> <p>NON CAT ITEMS: UL2200 & IBC Certification Inbound/ Outbound Freight (Freight to Temecula CA) <u>Technician Startup – Level1 (1 Day)</u></p> <p>TOTAL PRICE FOR THE ABOVE LISTED NON CAT ITEMS</p>	\$ 205,867.00	<p>\$ 129,696.21</p> <p>\$ 2,653.00 \$ 7,750.00 <u>\$ 3,400.00</u> \$ 13,803.00</p>
1	<p>ABB, Model ZBTS T-Series, Open Transition Bypass Automatic Transfer Switch Rated 1000A, 3P, 277/480V, 60Hz, 3 Pole, NEMA 3R Enclosure.</p>	\$ 32,635.00	\$ 32,635.00
<p>“Buyer has to put "Sourcewell Contract #120617-Cat" on the Purchase Order”</p>			
<p>SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days from quote date above, expires after that duration.</p>		<p>Total Price (SALES TAX NOT INCLUDED):</p>	<p>\$ 176,134.21</p>



QUOTATION

NO. 220601-WELL

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: September 23, 2022

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PRODUCT DESCRIPTION

Generator & Accessories:

- 500KW Caterpillar Diesel Standby Generator (Model C15)
- Tier 3 Emissions Cert
- UL2200 Listed Package Genset
- IBC Certified
- NFPA 110 Approved
- Weather Enclosure (Color: White)
- Subbase Fuel Tank – 1000 Gallons
- Fuel Tank Fill Pipe & Lock Cap
- EMCP 4.2B Control Panel
- Panel Mounted Audible Alarm
- Fuel Level Alarms
- Low Coolant Temp Alarm
- Low Coolant Level Shutdown
- Electronic Governor
- Integrated Voltage Regulator
- AREP Excitation
- Circuit Breaker – 800A
- Battery and Cables
- Battery Charger
- Coolant Heater
- Seismic Vibration Isolators (Between Skid & Generator Set)
- Standard Air Cleaner
- Standard Radiator
- Operations & Maintenance Manuals (1 Copy)
- Startup/ Commissioning Service – Level 1
- Includes Freight to Jobsite (Offload by others)
- 5Yr Standby Warranty
- 1Yr Customer Value Agreement

Transfer Switch:

- 1000A ABB (Model ZBTS T-Series) Open Transition, Bypass Transfer Switch
- Contact Type
- 277/480V 3 Phase, 60Hz
- Three Pole
- NEMA 3R Enclosure
- 2Yr Standby Warranty

Specifications

This quote is based on our understanding of your site requirements.

Clarifications

Quinn Power Systems is quoting a standard engineered product that complies with the functional intent of your verbal specification. The quoted product may or may not meet all of the project specifications.

Quinn Power Systems and Caterpillar will make every effort to meet the project delivery schedule requirements. However, do to the ongoing global supply chain disruptions, Quinn Power Systems will not be liable or accept any liquidated damage clause on a purchase order.

Included in this quote is one (1), one day/ 8hrs (max) startup/ commissioning, using site loads (Level 1). Additional technician trips to the jobsite due to insufficient site readiness will result in additional cost, at a billable rate of \$1000 per day. . A change order will be required prior to the scheduling of additional technician site visits.



QUOTATION

NO. 220601-WELL

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: September 23, 2022

Page: 3 of 5

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * **(additional sets, at additional cost)**

QPS field work

Delivery to jobsite **(offload/crane service by others unless mentioned in the bill of materials)**
Basic Demonstration – **[included at no charge if training can be accomplished at time of startup].**

Not included (unless mentioned in the bill of materials)

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Diesel fuel, initial fill or for testing

Availability:

Submittals: Estimated (5 - 10 Weeks) on receipt and approval of purchase order. (1 electronic copy). Submittal approval is expected not to exceed 60 days, additional time beyond 60 days will impact equipment delivery schedule, and may result in equipment price increases. In such event, a revised purchase order will be required prior to factory order production release.

Equipment: Estimated (50+ Weeks) for factory build time after submittal approval (without DPF).

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****

EMISSIONS NOTE

➤ "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."

➤ Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s) recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at



QUOTATION

NO. 220601-WELL

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: September 23, 2022

Page: 4 of 5

Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.



QUOTATION

NO. 220601-WELL

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Date: September 23, 2022

Page: 5 of 5

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

SUBMITTED BY:

By: _____

By: Art Jimenez

Company: _____

Quinn Power Systems

Date: _____

Phone: 951-250-5104

P.O. #: _____



AG ENGINEERING, INC. Standby Power Service

8647 Helms Avenue
Rancho Cucamonga, CA 91730
State License 578984

(909) 944-8504
info@agengineeringinc.com

(909) 944-9794 Fax
www.agengineeringinc.com

Valley Sanitary District
45500 Van Buren St.
Indio, CA 92201
Attn: Tino Tijerina – Facilities Maintenance Supervisor

September 26, 2022

Subject: Installation of New Generator and Switch Gear

Tino,

The following is an AG Engineering cost proposal to install one 500kW generator and new switch gear at the location at 45500 Van Buren St., Indio, CA.

Scope of work:

- 1- Engineer and design new concrete pad for 500 KW generator
- 2- Engineer and design new electrical switch gear pad
- 3- Dig and remove all Dirt for new generator pad and electrical switch gear pad
- 4- Trench from generator pad stub up area to existing concrete vault & to electrical pad.
- 5- Dig a 4 ft. opening by vault to core vault wall for new conduit entry
- 6- Install all underground conduits from the existing electrical vault to generator & elect pad.
- 7- Construct and install forms and rebar both in generator pad and switchgear pad
- 8- Schedule delivery of concrete and construct new pads
- 7- Schedule delivery of new Generator and switch gear install in place as needed
- 8- Supply and install 800 amp breaker with a 3/R out door enclosure by ATS
- 9- Pull in new cables from generator to switch gear & switch gear to electrical vault
- 10- Intercept existing cable leads in electrical vault and re-divert to switch gear
- 11- Connect new cable in electrical vault to existing 800 amp panel
- 12- Remove old ATS from existing switch gear replace with new cable breaker to buss.
- 13- Prepare & Submit AQMD application and initial application fee. Fee is based on no schools within a 1000ft. and or within 50 meters of a sensitive receptor at job location.

Total cost includes all labor & material \$102,420.46

One Hundred two thousand, four hundred twenty dollars and forty-six cents.

Note 2- Not included in quote:

- 1 - Generator and switchgear provided by Quinn
- 2 - Switchgear to be outdoor rated Nema 3/R
- 3 - All Diesel fuel for new generator in base fuel tank not included
- 4 - NO plans are provided in the quote
- 5 - Start up by Quinn

Note 2- Adders:

- 1 - If job requires city permits which will require structural Cal's and architect engineer plans please add \$10,000 to above price ten thousand dollars.

Quoted by: Al Gutierrez

C15

500 ekW/ 625 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Use Only (Tier 2 Nonroad Equivalent Emission Standards)

C15

500 ekW/ 625 kVA
60 Hz/ 1800 rpm/ 480 V



Image shown may not reflect actual configuration

Metric English

Package Performance		
Genset Power Rating with Fan @ 0.8 Power Factor	500 ekW	
Genset Power Rating	625 kVA	
Aftercooler (Separate Circuit)	N/A	N/A

Fuel Consumption		
100% Load with Fan	137.0 L/hr	36.2 gal/hr
75% Load with Fan	110.5 L/hr	29.2 gal/hr
50% Load with Fan	71.3 L/hr	18.8 gal/hr
25% Load with Fan	41.9 L/hr	11.1 gal/hr

Cooling System ¹		
Engine Coolant Capacity	20.8 L	5.5 gal

Inlet Air		
Combustion Air Inlet Flow Rate	38.2 m ³ /min	1347.7 cfm
Max. Allowable Combustion Air Inlet Temp	49 ° C	120 ° F

Exhaust System		
Exhaust Stack Gas Temperature	531.1 ° C	988.0 ° F
Exhaust Gas Flow Rate	102.1 m ³ /min	3605.5 cfm
Exhaust System Backpressure (Maximum Allowable)	10.0 kPa	40.0 in. water



C15

500 ekW/ 625 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Use Only (Tier 2 Nonroad Equivalent Emission Standards)

Heat Rejection		
Heat Rejection to Jacket Water	182 kW	10375 Btu/min
Heat Rejection to Exhaust (Total)	493 kW	28039 Btu/min
Heat Rejection to Aftercooler	121 kW	6860 Btu/min
Heat Rejection to Atmosphere from Engine	91 kW	5182 Btu/min
Heat Rejection to Atmosphere from Generator	29 kW	1655 Btu/min

Alternator ²	
Motor Starting Capability @ 30% Voltage Dip	1428 skVA
Current	752 amps
Frame Size	LC6114F
Excitation	SE
Temperature Rise	130 ° C

Emissions (Nominal) ³		
NOx	2129.1 mg/Nm ³	4.6 g/hp-hr
CO	301.5 mg/Nm ³	0.6 g/hp-hr
HC	8.8 mg/Nm ³	0.0 g/hp-hr
PM	9.5 mg/Nm ³	0.0 g/hp-hr

DEFINITIONS AND CONDITIONS

1. For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.
2. UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.
3. Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 btu/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

C15

500 ekW/ 625 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor

Rating Type: STANDBY

**Emissions: U.S. EPA Certified for Stationary Emergency
Use Only (Tier 2 Nonroad Equivalent Emission Standards)**

Applicable Codes and Standards:

AS1359, CSA C22.2 No100-04, UL142,UL489, UL869, UL2200,
NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528,
NEMA MG1-22,NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.

Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

STANDBY:Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions

Fuel Rates are based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Cat representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

www.Cat-ElectricPower.com

Performance No.: DM8155-04

Feature Code: C15DECF

Generator Arrangement: 4183867

Date: 07/19/2017

Source Country: U.S.

The International System of Units (SI) is used in this publication. CAT, CATERPILLAR, their respective logos, ADEM, EUI, S•O•S, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



Valley Sanitary District

DATE: October 11, 2022

TO: Board of Directors

FROM: Jeanette Juarez, Chief Administrative Officer

SUBJECT: Discuss Proposal Received from NBS to Perform a Sewer Rate Study Update and Expanded Connection and Capacity Fee Study and Provide Direction

Suggested Action

Discussion

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

The fiscal impact of this updated study is \$98,390. If directed to proceed with the study, staff will request a budget adjustment of \$53,833 as part of the mid-year budget adjustment in January.

Background

At the April 19, 2022, Special Board of Directors Meeting staff presented the fiscal year 2022/23 proposed budget with changes that impacted the financial plan. The changes were significant in that they impacted the fiscal year 2021/22 rate study and fee schedule. The changes were primarily Capital Improvement Project (CIP) driven. Additional changes in the financial plan were impacted due to debt terms, required debt ratio coverage, and updated operating expenditures to include CalPERS Unfunded Accrued Liability costs.

At the July 5, 2022, Budget & Finance Committee meeting staff requested direction and feedback regarding the financial plan and rate review. The committee provided important feedback regarding the need for an updated master plan and rate study and financial plan. The committee also mentioned updating the definition of an Equivalent Dwelling Unit (EDU) that would be legally defensible.

On October 4, 2022, the Operations Committee meeting staff presented an update on CIP Projects and the need for a rate study update. Increasing costs of construction projects are impacting the District's CIP program. There is a budgetary shortfall due to inflationary costs, debt service requirements, and regulatory requirements impacting the capital improvement prioritization

schedule. Projects are being delayed or postponed which in the long term will only increase the cost of completing these already urgent projects.

Updating the rate study will allow for ample time over the next six months for the Board to review an updated financial plan and meet Proposition 218 notice requirements should the Board of Directors deem it necessary to adjust the rate schedule.

If appropriate, staff will bring this item to the October 25, 2022, Board of Directors meeting for action.

Attachments

[Sewer Rate and Capacity Fee Study Update FINAL_9-21-22.pdf](#)

Aerial view of Valley Sanitary District
via Google Earth



VALLEY SANITARY DISTRICT

Proposal for:

**Sewer Rate Study Update and
Capacity Fee Study**

September 21, 2022



nbsgov.com



32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516
nbsgov.com

September 21, 2022

Jeanette Juarez
Chief Administrative Officer
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

RE: Proposal for Sewer Rate Study Update and Capacity Fee Study

Dear Ms. Juarez,

NBS is pleased to submit this proposal to the Valley Sanitary District to review and update the sewer rates as well as perform a comprehensive evaluation of the sewer capacity fees. Our proposal builds on the last rate study completed in March 2021 when the District adjusted the sewer rate structure from a 100% fixed rate to one that consists of both a fixed and variable rate component based on EDUs (or accounts) and estimated sewer flow (i.e., water consumption).

This study will fully evaluate the continuing changes in customer consumption patterns and work cooperatively with the District to develop solutions well suited to the District's current needs. As a part of this process, we will evaluate the EDU calculations and assignments for each customer class which will enable the District to better formulate plans and rate alternatives that maintain the financial health of the District.

NBS' overall objective is to develop practical and implementable solutions that can be defended confidently from both a technical and legal perspective. Our proposal also includes effectively communicating with the Board and the public on key aspects of the study, study alternatives, and proposed solutions.

Please contact me at 800.676.7516 or via email at abou@nbsgov.com if you have any questions or would like to discuss our professional qualifications further. We would genuinely like to work on this project and help the District move forward successfully.

Sincerely,

A handwritten signature in blue ink that reads "Alice Bou". The signature is fluid and cursive.

Alice Bou
Project Manager

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1 | COMPANY OVERVIEW

Firm History

NBS is an independent consulting firm founded in 1996 by experienced finance and engineering professionals and has worked with more than 500 public agencies to date. NBS serves local governmental agencies, including cities, towns, counties, municipal utilities, and special purpose districts. The goal of NBS is to provide support, expertise and solutions that allow these local agencies to focus on community needs and core services. One focus area of the firm is on sustainable water, wastewater, recycled water and stormwater utility rate programs. In addition, NBS provides other utility financial analysis and studies.

NBS currently has 54 employees located in Temecula (corporate headquarters) and San Francisco (regional office). NBS as a whole has low staff turnover and is respected for the longevity of staff. In 2014, NBS became a 100% employee-owned firm, which has strengthened that trend. We are actively, *but prudently*, growing our firm recruiting top talent to ensure our clients' expectations are always met – if not, exceeded.



AT-A-GLANCE: helping communities fund tomorrow

26 YEARS In Business **100% ESOP** NBS is a 100% employee-owned S-Corporation

 **NBS HEADQUARTERS**
32605 Temecula Pkwy | Suite 100
Temecula, CA 92592

SAN FRANCISCO REGIONAL OFFICE
870 Market Street | Suite 1223
San Francisco, CA 94102

 **CONTACT**
Alice Bou | 800.676.7516
abou@nbsgov.com

 **LEGAL NAME** **DBA** **55 EMPLOYEES**
NBS Government Finance Group NBS

 **INDIVIDUAL AUTHORIZED TO NEGOTIATE AGREEMENT**
Michael Rentner, President



Utility Rate Group

The NBS Utility Rate Group ensures your utility rates, system capacity fees, and financial plans provide an appropriate level of funding and are also justifiable in a fluid legal and regulatory environment.

500 STUDIES PERFORMED

We act as strong advocates for our many utility clients to ensure that rates and fees address the multitude of challenges facing each community. Just ask the municipalities where we have performed more than 500 studies!

PROP 218 COMPLIANT

Once study results are in, we support you through the Proposition 218 approval process. Working within legal and industry standards, we partner with you to implement solutions for the most challenging financial issues.



Throughout the process, we strive to educate the public, manage community expectations, and work within the often-confusing legal framework to develop the best

solutions for your utility. Our analytical support and expert consultants help agency staff and legal counsel navigate the practical and legal challenges.

Our Publications

We believe in continuing education, not only for our own team, but also for our clients and municipal staff.

As industry leaders, we have a unique set of qualifications and experience in the work we perform. In that regard, we have published four booklets on related industry topics that can be downloaded at no charge at www.nbsgov.com/publications. For a hard copy, please call 800.676.7516 or email contactnbs@nbsgov.com.

- **Special Financing Districts (SFDs)** (2015) has been credited as the best publication on SFDs in a decade by prominent industry professionals.
- **Rates, Fees and Charges Compendium** (2015) has received high regard and interest from industry professionals.
- **Stormwater: A Ten-Step Funding Plan** (2018) addresses the spectrum of stormwater needs in California.
- **Community Facilities Districts (CFDs)** (2018) explains this robust funding and financing tool for local governments in California.

To see a short video of our Utility Rate Group's consulting approach, please click on the link below and navigate to the 2nd video, *Challenges Today in Setting Utility Rates*:

<https://www.nbsgov.com/videos/>



2 | APPROACH & METHODOLOGY

This section presents NBS’ overall project understanding and approach followed by the scope of services for the sewer rate update and capacity fee studies.

Project Understanding and Approach

The District is requesting a rate study update for its sewer utility as well as a comprehensive sewer capacity fee analysis. Our understanding and approach to the sewer rate study and the capacity fee study is presented below. Capacity fees are adopted by administrative procedures in a public hearing, while utility rates are subject to the requirements of Proposition 218 (Prop 218), which has come under more scrutiny in the last five to ten years. Therefore, we plan to carefully review the rate study tasks that tend to be more prone to legal challenges compared to capacity fees.

Sewer Rate Study

The District is requesting a comprehensive review and update of its sewer rates in addition to a thorough evaluation of its sewer capacity fees. In preparing the rate study, NBS will maintain established industry standards for utility rate setting which follow the three basic study components shown in **Figure 1**.

Figure 1. Components of a Comprehensive Rate Study



Since the 2015 San Juan Capistrano court decision,¹ municipal agencies are required to demonstrate the cost basis for utility rates. As a result, NBS will clearly outline the rationale for how costs have been equitably allocated to customer classes, the equity of the rate designs, and the cost basis for rate alternatives. NBS will work cooperatively with District staff, management, and stakeholders to develop a financial plan and rate recommendations that will provide sufficient revenues to cover all operational and administrative costs. In addition, NBS will help devise a plan to address the unfunded, deferred maintenance of infrastructure and determine how to best fund capital improvements.

¹ Capistrano Taxpayer’s Association, Inc. vs. City of San Juan Capistrano.

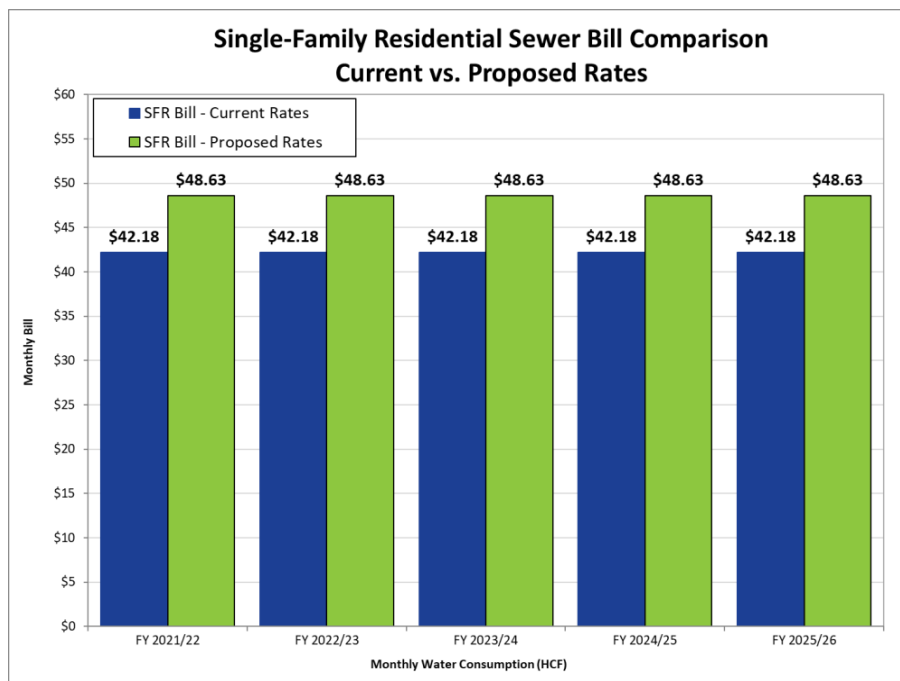
Rate Design – The District’s sewer rate design includes both residential and non-residential rates based on consumption levels. Using the District’s previous rate study, we would continue using the average winter consumption for residential customers since this typically is the best representation of indoor water use and effluent generation, and annual consumption for non-residential customers (includes RV parks).

We would also re-examine commercial rates to ensure they are accurately matched to the best available effluent strength factors for each customer class. For both residential and non-residential, we would rely on the most recent water consumption data to evaluate and true-up sewer rates for these customer classes. If the District is aware of any customer classes that are not represented in the current rate structure, NBS would incorporate appropriate new rates for those new classes.

Customer Bill Comparisons – The first question customers typically ask about a rate study is, “how will this affect my monthly bill?” Our bill comparisons answer that question and provide an understanding of how many customers are affected and by how much.

To compare the impacts on the monthly bills for each rate alternative, we will prepare rate tables and monthly bill comparisons. Each customer class will have a separate bill comparison, like the one shown in **Figure 2**. These tables and charts will be used as needed in the report and in public workshops. NBS will also provide benchmarking of the District’s current vs. proposed rates by comparing them to similar communities in the region.

Figure 2. Example of a Residential Sewer Bill Comparison



Rate Modeling Process – NBS will work with District staff to review the Excel-based rate models as they are developed during this study. This means that we will share draft components of the rate models, such as the financial plan and reserve fund balance, the cost-of-service worksheets, and the rate design calculations. District staff will be able to ask questions during the study with the objective of having them familiar with the model for each utility by the end of the study.

NBS does not use “proprietary” or “black-box” rate models that can be extremely difficult for non-consultants to understand. Black-box models typically use complex formulas that are not apparent in

showing what the formula is calculating, making it difficult for District staff to follow the calculations. Instead, NBS focuses on transparency and simplicity so District staff can follow, step-by-step, the process of taking input data that result in the proposed rates.

Prop 218 Process – NBS will work with District staff to answer any questions that come up and guide you through the rate adoption process. We will provide the proposed rate tables included in the notice and, if desired, help prepare the draft Prop 218 Notice. The District should also have legal counsel review the notices for legal compliance with the provisions of Prop 218, wording related to pass-throughs, etc.

Capacity Fee Study

The over-arching goal of capacity fee studies is to develop fees that fully recover the cost of providing service to new development, are consistent with applicable legal requirements and industry standards, and ensure the District is fully recovering the costs of growth from new development. Costs that are not appropriately recovered from new development will, by default, need to be recovered from ratepayers.

In its simplest form, capacity fees, or connection fees, are the result of dividing the cost (or value) of the system’s current capacity plus planned capital improvements by the expected number of new customers. The two most common approaches are often referred to as (1) a “buy-in” approach, whereby new users pay for their fair share of existing system assets paid for by current customers, and (2) an “incremental,” or “marginal” approach, which assumes capacity fees should fully cover the costs of all new (or “incremental”) system facilities required to provide them sufficient capacity in the system. Depending on the remaining system capacity, a combination of these two approaches is often used. NBS will develop an appropriate methodology that complies with industry standards and appropriately reflects planned capital improvements and projected growth.

Legislative Basis of Connection Fees – Connection fees are subject to California’s Mitigation Fee Act (“Act”), embodied in Government Code 66000 et seq. and which passed the State Legislature starting with Assembly Bill 1600 in 1989. The Act prescribes how public agencies may impose development impact fees, including sewer capacity fees. The capacity fees presented herein are calculated with the intent of complying with the Act and are based on typical industry methodologies.

Capacity fee revenues may not be used for annual operations or maintenance of existing or new facilities. The cost of the public facilities analyzed do not include the operational costs of these facilities which, over their useful life, may be quite substantial and will be borne by customers connected to the system at the time of operation.

Facility Standards, Level of Service, and Deficiencies – The words “standard” and “level of service” are used interchangeably at times to describe the level of investment in capital facilities that are needed to serve sewer customers. A standard is defined as the adopted policy, or benchmark, that the District currently provides or intends to achieve for any facility. On the other hand, level of service (LOS) refers to the actual level of benefit that the current population experiences. Level of service may be different from the standard for a given facility. If the existing LOS is less than the standard, a deficiency exists for that facility.

New development alone cannot be required to improve the LOS provided by those facilities that serve both new and existing development.² State law limits capacity fees to the cost of maintaining services for new development at the same LOS as existing development.

Mitigation Fee Act and Required Findings – The Mitigation Fee Act establishes requirements for imposing capacity fees, including necessary funding for the ongoing administration of capacity fee programs. It also requires local governments to document the following when adopting a capacity fee:

- Identify the purpose of the fee.
- Identify the use of fee revenues.
- Determine a reasonable relationship exists between the fee’s use and the type of development paying the fee.
- Determine a reasonable relationship exists between the need for the fee and the type of development paying the fee.
- Determine a reasonable relationship exists between the amount of the fee and the cost of the facility attributable to development paying the fee.

Together, these items constitute a “nexus study” when documented and presented in a report. The final study report must provide the required documentation for the above findings and the determinations that establish the basis for the recommended fees.

Scope of Services – Sewer Rate Study

The following sections explain the tasks involved in the sewer rate update and our detailed approach to this project.

TASK 1. KICKOFF MEETING AND DATA COLLECTION

NBS will provide the District with a data request and hold a kickoff meeting (by videoconference or phone) to review and discuss the data requirements for the study, scope of work, study timeline, and ensure there is a clear understanding of how the study objectives will be met. The data required to conduct the study includes information, such as:

- Financial data typically reported in annual financial statements.
- Operating and maintenance budget for the sewer utility including sewer treatment, personnel costs, and infrastructure replacement costs.
- Customer billing information such as customer class, property type, and monthly water consumption within each customer class.
- Current cash balances in each reserve fund for the sewer utility.
- Capital Improvement and/or Master Plans.
- Details of total annual rate revenue for residential and non-residential customers for the past two years.

² New development can, and often does, fund facilities beyond those covered by capacity fees through “developer agreements” which are voluntarily and mutually agreed upon by developers and individual utilities and are outside the scope of this report, and not considered a part of the capacity fee program addressed herein.

TASK 2. FINANCIAL PLAN

NBS will prepare a financial plan that summarizes revenues, expenditures, and reserves, and will identify the net revenue requirements – that is, the revenue that must be collected from customer charges.

Task deliverables will include:

- A 10-year financial projection model that will serve as a financial “roadmap.”
- Summary of current and projected net revenue requirements.
- Updated reserve fund policies and targets potentially including reserves for operations, emergencies, capital repair and replacement, and debt service.
- Projected year-end reserve fund levels.
- Calculated debt service coverage ratios.

The financial plan will lay the groundwork for the cost-of-service and rate design analyses addressed in Tasks 4 and 5. The following subtasks are anticipated:

- 1. Project Revenues and Expenditures** – NBS will prepare a 10-year rate model that projects revenues, expenses, and increases in rate revenue needed to meet all obligations. The analysis will use a cash-basis approach when addressing the District’s system of accounts. The work will provide the District with a financial tool that is able to model rate adjustments, varying operating and maintenance costs, infrastructure improvements, debt issuance, asset replacement, and appropriate reserve fund levels. The District’s projected customer growth rates from master plan documents and planned cost inflation factors will be incorporated into the analysis.
- 2. Evaluate Reserve Fund Sufficiency** – NBS will evaluate the sufficiency of existing reserve funds, target reserves, reserve fund policies, and related issues, such as meeting debt service coverage ratios and other rate covenants. NBS will provide recommendations for reserve fund targets that are tailored to the District’s specific needs. If it is determined a deficit in reserves exists, we will consider a phased-in approach to funding reserves to minimize the impact to ratepayers.
- 3. Review Capital Improvement Program Funding** – NBS will incorporate the District’s plans for new facilities, infrastructure improvements, and asset replacement into the financial plan. We will evaluate the timing, costs, and available reserves needed to fund all projects. NBS will collaborate with District staff to develop a well-conceived approach to funding these capital needs. The solution will include an appropriate balance between rate and system development fee funded projects and, if necessary, the use of outside financing. NBS will develop up to three scenarios to fund the capital improvement program for modeling and comparison purposes.

The financial plans will be presented in a format similar to that shown in **Figures 3 and 4** and will be tailored to the District’s chart of accounts. Reserve fund policies will also be evaluated and presented in a format like that shown in **Figures 5 and 6**.

Figure 3. Example of a Financial Plan Summary

Summary of Sources and Uses of Funds and Net Revenue Requirements	Budget	5-Year Rate Adoption Period				
	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Sources of Water Funds						
Rate Revenue Under Prevailing Rates	\$ 15,179,148	\$ 15,497,910	\$ 15,823,366	\$ 16,155,656	\$ 16,494,925	\$ 16,841,319
Non-Rate Revenues	1,098,954	1,106,147	1,113,492	1,120,991	1,128,647	1,136,465
Interest Earnings	180,121	176,388	164,908	110,214	94,864	79,547
Total Sources of Funds	\$ 16,458,222	\$ 16,780,445	\$ 17,101,766	\$ 17,386,862	\$ 17,718,436	\$ 18,057,331
Uses of Water Funds						
Operating Expenses	\$ 11,785,202	\$ 13,027,679	\$ 13,665,520	\$ 14,337,001	\$ 15,043,999	\$ 15,788,501
Rate-Funded Capital Expenses	-	890,787	6,412,621	7,432,357	8,616,828	9,023,266
Total Use of Funds	\$ 11,785,202	\$ 13,918,466	\$ 20,078,141	\$ 21,769,358	\$ 23,660,827	\$ 24,811,767
Surplus (Deficiency) before Rate Increase	\$ 4,673,020	\$ 2,861,978	\$ (2,976,375)	\$ (4,382,496)	\$ (5,942,391)	\$ (6,754,436)
Additional Revenue from Rate Increases	-	1,394,812	2,976,375	4,382,496	5,942,391	6,754,436
Surplus (Deficiency) after Rate Increase	\$ 4,673,020	\$ 4,256,790	\$ -	\$ -	\$ -	\$ -
Projected Annual Rate Increase	0.00%	9.00%	9.00%	7.00%	7.00%	3.00%
Net Revenue Requirement¹	\$ 10,506,128	\$ 12,635,931	\$ 18,799,741	\$ 20,538,153	\$ 22,437,316	\$ 23,595,754

1. Total Use of Funds less non-rate revenues and interest earnings. This is the annual amount needed from water rates.

Figure 4. Example of a Financial Plan Summary

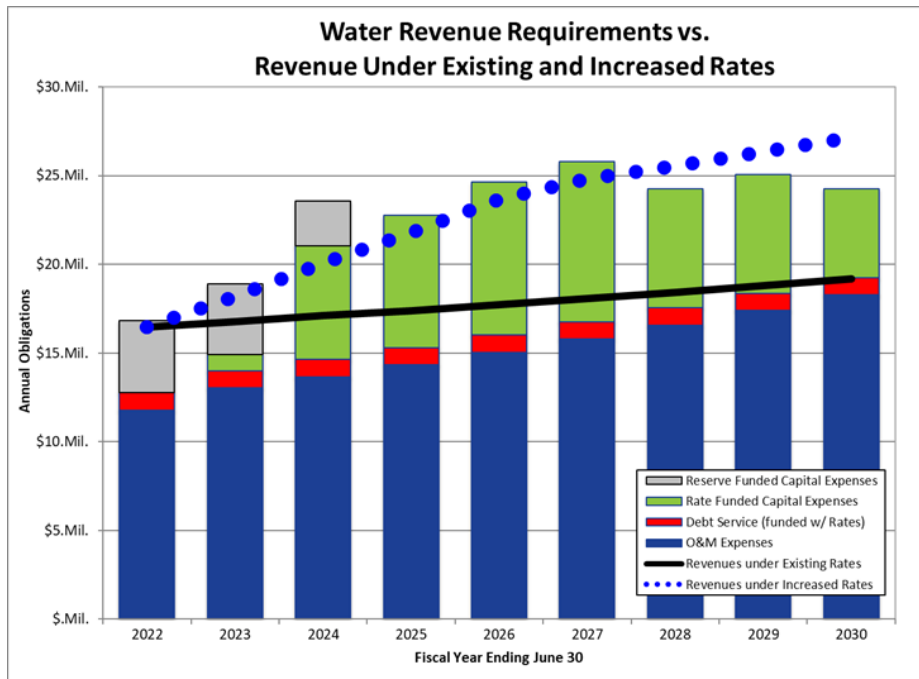
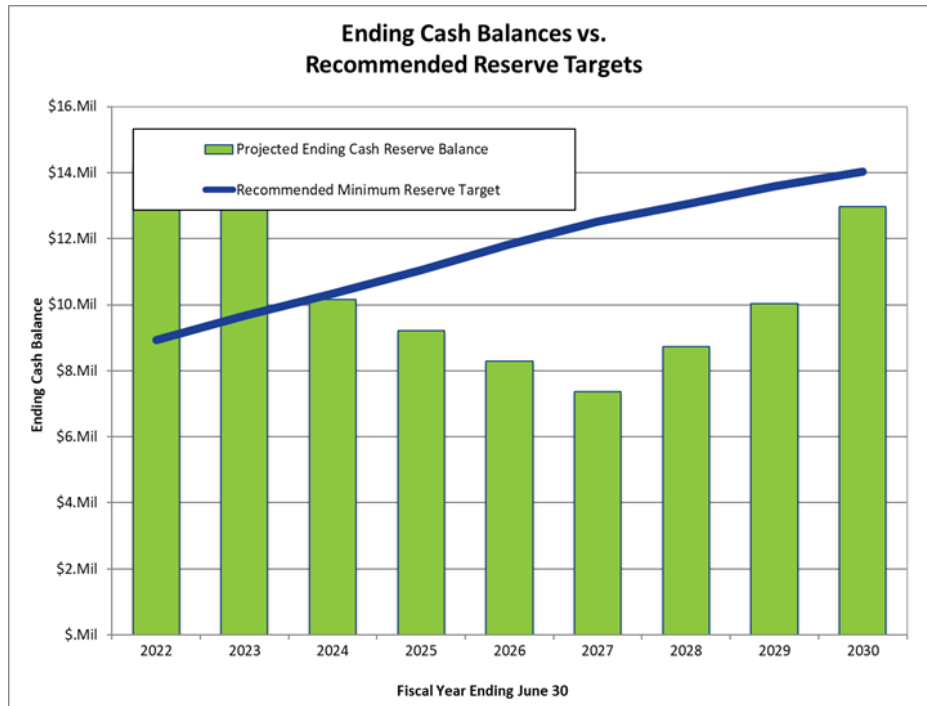


Figure 5. Example of a Financial Reserve Fund Summary

Beginning Reserve Fund Balances and Recommended Reserve Targets	Budget	5-Year Rate Adoption Period				
	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Water Operations Fund (650)	\$ 2,946,301	\$ 3,256,920	\$ 3,256,920	\$ 3,256,920	\$ 3,256,920	\$ 3,256,920
<i>Recommended Minimum Target</i>	<i>2,946,301</i>	<i>3,256,920</i>	<i>3,416,380</i>	<i>3,584,250</i>	<i>3,761,000</i>	<i>3,947,125</i>
Water System Replacement Fund (653)	\$ 8,288,597	\$ 7,246,771	\$ 3,763,100	\$ 2,785,359	\$ 1,809,794	\$ 834,340
<i>Recommended Minimum Target</i>	<i>2,953,600</i>	<i>3,300,600</i>	<i>3,763,100</i>	<i>4,236,000</i>	<i>4,757,700</i>	<i>5,194,200</i>
Rate Stabilization Fund (652)	\$ 3,035,830	\$ 3,083,492	\$ 3,131,903	\$ 3,181,074	\$ 3,231,017	\$ 3,281,744
<i>Recommended Minimum Target</i>	<i>3,035,830</i>	<i>3,099,582</i>	<i>3,164,673</i>	<i>3,231,131</i>	<i>3,298,985</i>	<i>3,368,264</i>
Total Ending Balance	\$ 14,270,727	\$ 13,587,183	\$ 10,151,923	\$ 9,223,353	\$ 8,297,731	\$ 7,373,003
<i>Total Recommended Minimum Target</i>	<i>\$ 8,935,730</i>	<i>\$ 9,657,102</i>	<i>\$ 10,344,153</i>	<i>\$ 11,051,382</i>	<i>\$ 11,817,685</i>	<i>\$ 12,509,589</i>

Figure 6. Example of a Financial Reserve Fund Summary



TASK 3. ANALYZE CUSTOMER DATA

NBS will analyze the District’s customer data and monthly water consumption data³ for both residential and non-residential customers in order to develop estimated sewer flows contributed by these customers to the District’s wastewater system. This task will require the District to obtain water consumption data from the water provider in its service area. NBS will take the lead in matching the water provider account data to its parcel so that we can develop the sewer flow estimates that can be used in developing volumetric sewer rate alternatives.

In addition, NBS will calculate the equivalent dwelling units (EDUs) for all residential customers and low/medium strength commercial classes by using the average winter water consumption when outdoor irrigation is typically at its lowest. The number of EDUs for the remaining high strength commercial customers, such as restaurants and markets, will be determined based on the annualized water consumption and the relative strength factors (i.e., BOD and TSS) for each commercial customer class relative to single-family averages.

TASK 4. COST-OF-SERVICE ANALYSIS

Using the net revenue requirements developed in Task 2, we will equitably allocate costs to each customer class based on cost-of-service principles that comply with Prop 218. NBS will review the District’s existing customer classifications and analyze the historical usage characteristics to determine if any changes should be made to provide more equity among user classes or comply with industry standards. Based on the level of detail in the District’s budgets, NBS will evaluate how costs should be allocated to various cost components and types of customers.

³ Indio Water Authority will provide water consumption data.

NBS will prepare a cost-of-service analysis to equitably allocate the revenue requirements to the individual customer classes based on industry standards. We will review existing customer classes and analyze the historical characteristics of each customer class. The main components of the cost-of-service analysis are as follows:

1. **Functionalization & Classification of Expenses** – Functionalizing the expenses means arranging costs into basic categories, such as collections, operations, and maintenance, as well as administrative and overhead costs. Once the costs have been functionalized, they are then classified into their various cost components (i.e., flow, strength, or customer-related costs).
2. **Allocation of Costs to Customer Classes** – These costs are then allocated to individual customer classes based on allocation factors specific to each cost classification, producing fixed and variable revenue requirements for each customer class. The allocations will consider water consumption data, wastewater treatment plant flow and loading data, and industry standard customer classification data. The cost allocation factors will include:
 - Volume Allocation Factors – Estimates of the total annual volume of wastewater treated for each customer class.
 - Strength Allocation Factors – Estimates of the annual pounds of BOD and TSS treated for each customer class.
 - Customer Allocation Factors – Calculate the number of customers by customer class in the District’s sewer service area.

NBS will then apportion the costs to individual customer classes based on the allocation factors specific to each cost classification, producing fixed and variable revenue requirements for each customer class. These allocations will be used for the actual rate calculations.

TASK 5. RATE DESIGN ANALYSIS

NBS will work with District staff to review the current rate structure and develop alternatives to ensure that the proposed rates meet the District’s broader rate design goals and objectives. Identifying and including pass-through mechanisms in the rates would be incorporated in the rate resolutions and Prop 218 notices. The following subtasks are anticipated:

5.1 Develop Rate Design Recommendations

Updated sewer rates will be developed based on the cost-of-service analysis and include a discussion of the relative merits (i.e., pros and cons) of the current rate structure versus new alternatives developed in the study. Evaluating the District’s desired rate complexity and resulting customer bills will be essential components of this process. To the extent that the District chooses to maintain the existing rate structure, we will focus on ensuring new rates provide adequate revenues to support utility operations, maintenance, and capital improvement needs.

New rate alternatives will be designed to generate the exact same rate revenue as under the current rate structure; the customer bill impacts will be a key focus of any new rate design alternatives, along with a comparison of the pros and cons of each option.

Review Criteria for Improving the Rate Design – Primary considerations in the rate design include revenue sufficiency and financial resiliency. NBS’ general approach is to avoid significant *under-collection* of rate

revenue, which is the worst-case scenario from a financial perspective. Other criteria for evaluating rate structures include:

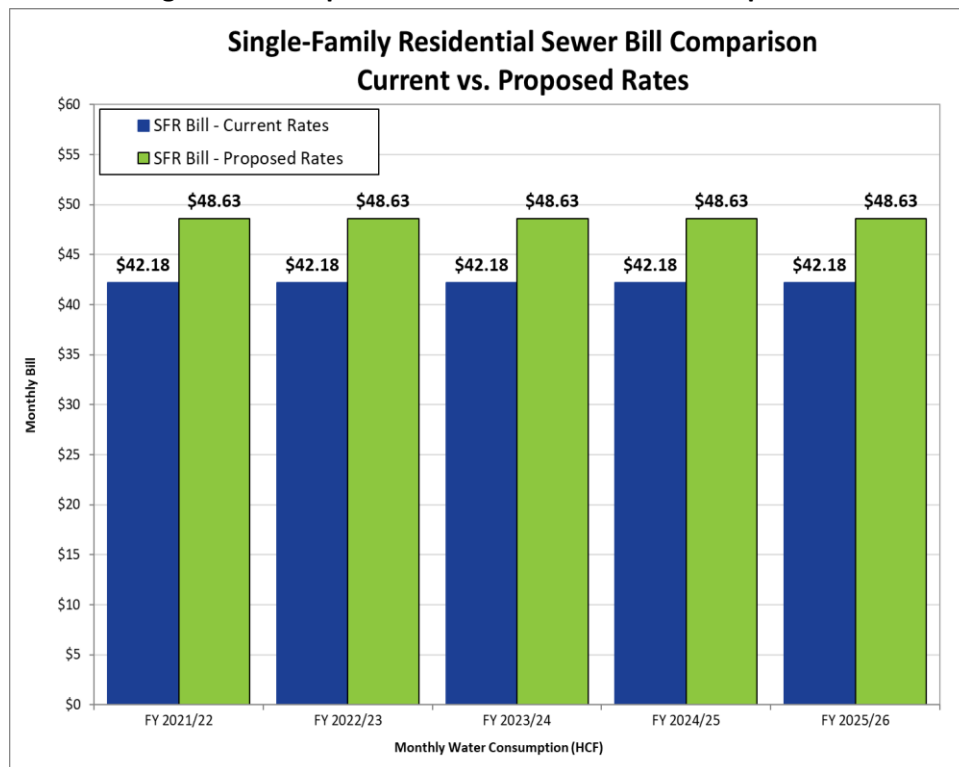
- Ease of understanding the rate structure by customers.
- How costs allocated to fixed and volumetric rates affect revenue stability.
- How water conservation is reflected in the sewer rate analysis.
- How annual changes over the last several years due to drought and conservation efforts should be considered in the rates on a going-forward basis.
- How differences in the amount of revenue collected from fixed and variable charges impact customer bills.
- Impacts on customer bills by level of consumption (e.g., low-, average-, and high-consumption customers).

As noted above, any customer classes that are not represented in the current rate structure would be incorporated into the new rates.

5.2 Comparison of Customer Bills

In order to compare the impacts on the monthly bills for each rate alternative, we will prepare rate tables and monthly bill comparisons. Each customer class will have a separate bill comparison, like the one shown in **Figure 7**. These tables and charts will be used as needed in the report and in public workshops. NBS will also provide benchmarking of the District’s current and proposed rates by comparing them to similar agencies in the region.

Figure 7. Example of a Residential Sewer Bill Comparison



TASK 6. PREPARE RATE MODELS

NBS will work with District staff to review the Excel-based rate models as they are developed during this study. This means that we will share draft components of the rate models, such as the financial plan and reserve fund balances, the cost-of-service worksheets, and the rate design calculations. District staff will be able to ask questions during the study with the objective of having them familiar with the models by the end of the study.

NBS does not use “proprietary” or “black-box” rate models that can be extremely difficult for non-consultants to understand. Black-box models typically use complex formulas that are not apparent in showing what the formula is calculating, making it difficult for District staff to follow the calculations. Instead, NBS focuses on transparency and simplicity so District staff can follow, step-by-step, the process of taking input data in order to develop the proposed rates.

TASK 7. PREPARE WRITTEN STUDY REPORT

NBS will prepare draft and final study reports and work with District staff to review drafts of these reports prior to public release. Our emphasis will be on writing clear and concise reports with an executive summary and introduction to present the purpose of the report and results of the study. Key assumptions, methodologies, and factors affecting the development of the proposed rates will be highlighted with charts and graphs when helpful. However, more technical aspects of the study, particularly the multiple tables documenting the calculations and data sources, will be separately provided in a technical appendix.

TASK 8. MEETINGS AND PRESENTATIONS

NBS will meet with District staff to review study results and recommendations throughout the project. We will also support the District in public meetings promoting the new rates and capacity fees. The following meetings and presentations are anticipated for this study:

- 1. Meetings with District Staff** - NBS proposes to hold progress meetings with District staff via conference call or web meeting format. These meetings will be used to review initial work products and gain input on the direction of the study. NBS will also communicate with District staff on a regular basis regarding data collection, analysis, initial results, and to answer questions staff may have.
- 2. Public Meetings** – NBS will provide up to two (2) public meetings, which could be a workshop, Board of Directors meeting, and/or attendance at the final hearing to adopt rates. Our proposal assumes these meetings will be conducted remotely (e.g., Zoom, Teams, etc.). If on-site attendance is required, NBS can provide that service at an additional cost.

Also, NBS has a public outreach practice called CivicMic that provides a wide range of services including public outreach, public involvement, mailing materials, etc. If the District decides it would like to add these services, we can adjust our cost proposal based on the level of services the District would request.

TASK 9. PROPOSITION 218 NOTICE

NBS will provide a draft of the Prop 218 Notice which we will then print and mail to every property owner and customer serviced by the District. NBS will also be available throughout the study to any questions that may arise and provide guidance through the entire adoption process.

9.1 Draft Proposition 218 Notice

The key technical tasks will be to prepare a draft Prop 218 Notice and provide the proposed rate tables included in the Notice. We will also assist the District in any modifications to the District’s Municipal Code and rate resolutions since they will need to accommodate the new rates. The District should have legal counsel review and approve the Notice for legal compliance with the provisions of Prop 218, language related to pass-throughs, etc.

9.2 Mailing of Notices

This scope of services pertains to mailing notices for the Sewer Rate Study Update and includes the following services:

- **Mailing List** - NBS will create a mailing list using data supplied by the District from the customer database as well as property owner data from the latest County Secured Roll data, as applicable.
- **Notice** - NBS will draft, print, and mail the Notice to property owners and customers subject to the new sewer rates.
- **Consulting Support** - NBS will provide consulting support including a toll-free phone number for use by the District, other interested parties, property owners, and customers. NBS staff will be available to answer questions regarding the rate study. Bilingual staff is available to assist Spanish-speaking property owners.

Scope of Services – Capacity Fee Study

NBS will develop sewer capacity fees (connection fees) that appropriately recover the cost of infrastructure available to serve new customers and are consistent with applicable legal requirements and industry standards.⁴

TASK 1. KICKOFF MEETING AND DATA COLLECTION

The kick-off meeting will be used to clearly communicate and work with District staff to and review study objectives, tasks, schedule, and obtain the necessary data. NBS will:

- Provide a data request prior to the kickoff meeting.
- Review the initial data provided.
- Conduct a kickoff meeting with District staff.
- Discuss and create a preliminary schedule for project deliverables.

TASK 2. DEVELOP SYSTEM ASSET VALUES

The actual methodology of estimating the value of existing system assets (e.g., collection, pumping, and treatment) is important to the outcome. For example, using current book values typically underestimates the “true value” of facilities, while a replacement-cost-less-depreciation approach usually provides a better estimate of the true value of assets. We will use the replacement-cost-less-depreciation approach to estimate the value of the District’s assets and propose using the Handy-Whitman Index of Public Utility Construction Costs, which is a regionally specific index that tracks costs for water utility construction. We believe this is the most accurate inflation index available to utilities and the District can use it going forward, so that capacity fees can keep pace with cost of inflation.

⁴ Capacity fees developed in this study will be consistent with AB 1600 requirements.

Once the values of the existing and planned (that is, incremental or marginal) system assets are estimated, these values are allocated to existing and new customers. NBS will assess the equity of how these values are allocated to existing and new customers, and then divide the amount allocated to new customers by the system capacity, typically measured in equivalent dwelling units (EDUs). This calculation determines the maximum cost the District can charge per EDU for a new connection.

TASK 3. CALCULATE AND RECOMMEND NEW CAPACITY FEES

The total costs allocated to growth (or value of the system assets available to serve growth) are divided by the available capacity in EDUs, as determined by the system capacity available to serve growth.

NBS will consider two methods of estimating the capacity available to future customers: (1) calculate all available remaining capacity, and (2) calculate expected number of units that would be added to the system. This second approach could be less than the available remaining capacity. For example, if there are 5,000 EDUs of remaining capacity in the system, but realistic growth is only 3,000 EDUs, then the smaller number would be used to calculate the capacity fee. Based on this analysis, NBS will review the new capacity fees with District staff and recommend the alternative that best meets its needs.

TASK 4: PREPARE CAPACITY FEE MODEL

Once the study is complete, NBS will develop the sewer capacity fee model for District staff to use. This will be a MS Excel-based capacity fee model and include one training session with District staff on how to use the model.

The capacity fee model will establish fees for one year and then a cost inflation factor (typically, the Engineering News Record Construction Cost Index) can be applied to the fees in future years to keep pace with costs. NBS will provide District staff with one training session on how to use the model at the conclusion of the study; however, we will review components of the model in progress meetings throughout the study with the goal that staff will be familiar with the model and how it works by the conclusion of the project. The models will not require any licensing fees and/or setup and updates from NBS.

TASK 5. PREPARE WRITTEN STUDY REPORT

NBS will prepare draft and final reports for review by District Staff that include our final recommendations for capacity fees. Sufficient information will be provided in the report for staff, the Board, and the public to review and understand the study.

An executive summary and introduction will present the purpose of the report and results of the study. Tables, graphs, and charts will be used as appropriate, but the emphasis will be on providing a clear, concise, and understandable report that will provide the District with a thorough administrative record that addresses:

- Overall study methodology, with reference to AWWA M1 Manual and industry standards.
- Description of the capital improvement program.
- Supporting justification (e.g., calculation tables) that a judge and the public can easily understand.
- Appropriate figures and tables summarizing key aspects and results of the study.

TASK 6. MEETINGS AND PRESENTATIONS

- 1. Coordination with District Staff** – NBS will hold regular conference calls with District Staff to discuss progress, problems, and develop solutions. These calls will help to facilitate study progress, communicate the results, and keep District staff informed.
- 2. Public Meetings** – We will also provide the presentation materials intended to review and explain the process and results and will also be available to answer questions. We assume District staff will present this material, but NBS could attend this presentation and/or the final hearing to adopt the capacity fees at the request of District staff. For now, we will assume one remote meeting (Zoom or similar format).

DISTRICT'S RESPONSIBILITIES - The District shall furnish NBS with any pertinent information that is available to the District and applicable to the sewer rate study. The District shall promptly respond to requests for review and approval of work prepared by NBS, and to requests for decisions related to the study.

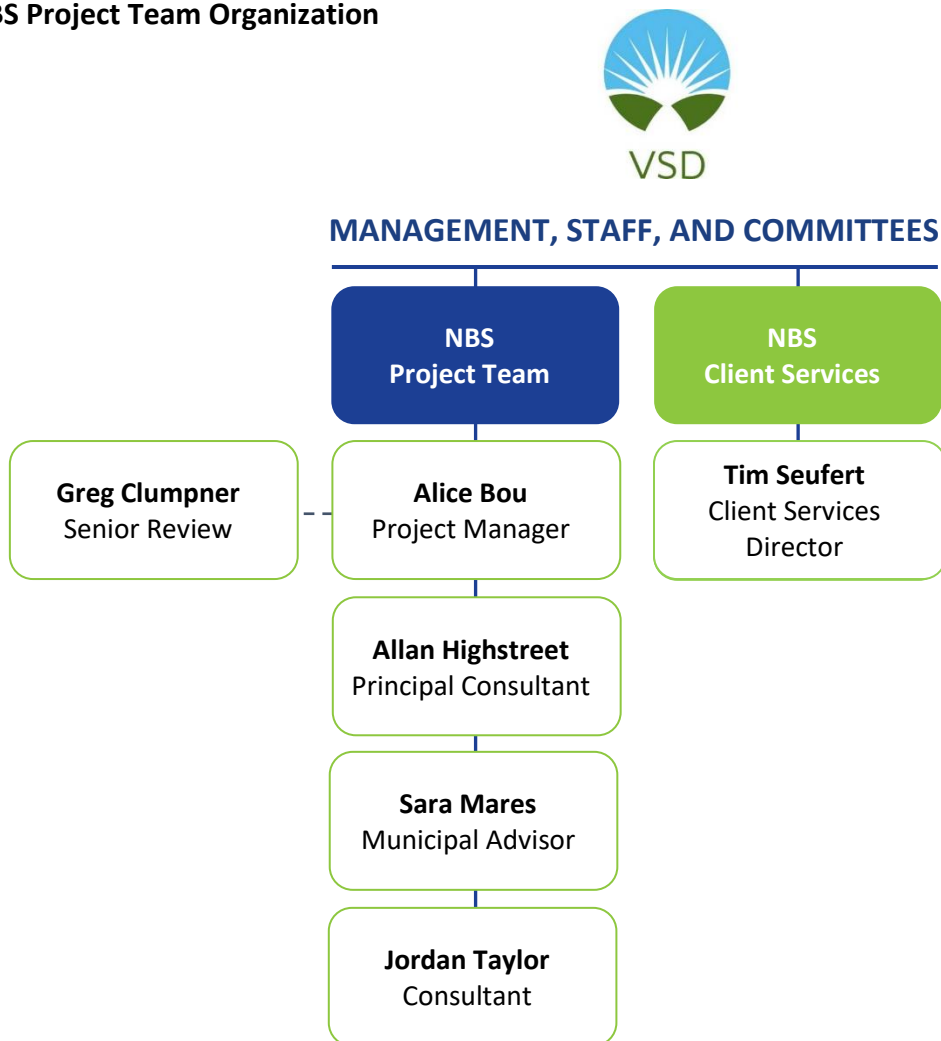
The District understands and agrees that NBS is entitled to rely upon all information and documents supplied to NBS by the District or any of its agents or contractors and other government sources or proxies thereof as being accurate and correct, that NBS will have no obligation to confirm that such information and documentation is correct, and that NBS will have no liability to the District or any third party if such information is not correct.

3 | PROJECT TEAM

Key Personnel

NBS' staff include 50 professionals with extensive experience in the fields of finance, management, engineering, and local governance. The staff selected for Valley Sanitary District's Sewer Rate Study Update and Capacity Fee Study are those most qualified based on their experience and backgrounds. The following is a brief overview of NBS' proposed consulting team. Our team members work together seamlessly allowing your staff to focus on other priorities.

NBS Project Team Organization



All work will be performed in-house by the above employee-owners of NBS.

ALICE BOU, PROJECT MANAGER

Role and Responsibilities: Alice Bou will direct the work efforts of the project team and will work closely with the District's project manager to discuss and review the overall approach, development of rate alternatives, and creative solutions to consider. She will be the District's main point of contact throughout the study and will design and direct analytical efforts of the project team, provide senior-level technical

analysis and review, and monitor the schedule and delivery of work products to the District's satisfaction. Alice will be fully conversant in all findings and will be present for progress meetings with District staff and all public presentations for this project.

Work Experience: Alice Bou has a Bachelor of Arts degree and offers more than two decades of experience working in accounting and financial management performing data analysis, variance analysis, budgeting and forecasting, financial modeling, and managerial reporting.

GREG CLUMPNER, SENIOR REVIEW

Role and Responsibilities: As senior reviewer, Greg Clumpner will provide senior technical review on this project. He will be available as needed throughout the project to assist the project team with the analysis and technical issues as they arise.

Work Experience: As a director in NBS' Utility Rate Study Practice, Greg Clumpner's 40-year professional career has focused on cost-of-service rate studies for municipal water, sewer, recycled water and solid waste agencies. He regularly makes technical presentations at client workshops, presented many technical papers at industry conferences, and published numerous articles in the Journal of the American Water Works Association (JAWWA). Greg's practice includes management-consulting assignments related to utility operations, system valuations, and feasibility studies. He also created and managed Foresight Consulting where, for six years, his practice focused on water and sewer rate analyses. He has completed 400+ similar studies during his career.

Additionally, since Greg works with Prop 218 legal counsel on an on-going basis, he knows the general legal constraints as well as when to solicit critical legal input to ensure alternatives will meet specific legal requirements.

ALLAN HIGHSTREET, PRINCIPAL CONSULTANT

Role and Responsibilities: Allan Highstreet brings additional experience in sewer rate making and will provide technical review, including the evaluation of study alternatives and results, as needed throughout the project. He will assist the project team in developing the best solutions that will fit the District's unique characteristics.

Work Experience: Allan Highstreet has 41 years of experience in the water industry working as a water resources planner for Jacobs Engineering (previously CH2M Hill). Most recently he was senior vice president at Jacobs managing water resource planning and development projects. Allan's four decades of experience includes preparing water and sewer rate and capacity fee studies, and he provides invaluable experience to the NBS project team for this engagement. His academic background includes a BS in Agricultural Business and a MS in Agricultural Economics.

SARA MARES, MUNICIPAL ADVISOR

Roles and Responsibilities: Sara Mares is a Director with NBS and will be the Registered Municipal Advisor Representative for this project.

Work Experience: Sara Mares has more than 22 years of experience with NBS and is a Registered Municipal Advisor Representative. She has extensive experience with modeling and structuring revenue mechanisms that support debt issuance. Sara forms Special Financing Districts (SFDs), including Community Facilities

Districts and 1913 Act Assessment Districts, which provide land secured financing for limited obligation bonds. She has also provided bond issuance disclosure related to revenue bonds, both stand-alone that are secured by utility rate revenue or as part of a pool bond structure. Sara also has more than 20 years of experience preparing and disseminating continuing disclosure annual reporting and listed event filings.

JORDAN TAYLOR, UTILITY RATE CONSULTANT

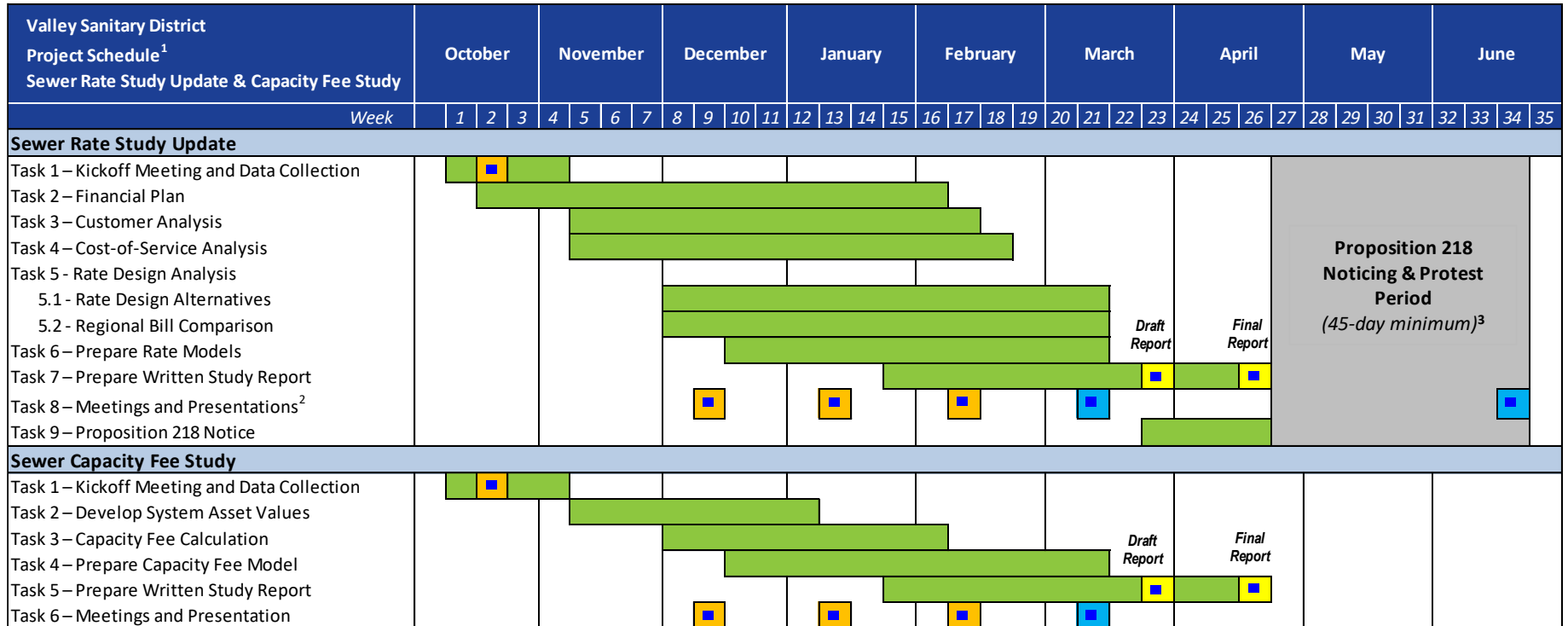
Role and Responsibilities: Jordan Taylor is on staff with NBS and has more than a decade of project experience. She will support the project team in performing financial plan analysis, consumption data analysis and validation, cost of service analysis and calculations, and develop the rate design and funding alternatives.

Work Experience: Jordan Taylor has a Bachelor of Science degree in Chemistry and a master's degree in Business Administration with an emphasis in Finance. She offers more than 10 years of accounting experience along with extensive knowledge of financial analysis and budget planning. Jordan has completed more than 40 similar studies across California.

4 | PROPOSED PROJECT SCHEDULE

The following is an overview of our proposed project schedule. We will discuss a detailed schedule at the kickoff meeting, along with the expected timing for individual tasks. *NOTE: This page intentionally formatted differently to improve legibility of the content below.*

PROJECT SCHEDULE FOR THE VALLEY SANITARY DISTRICT



**Proposition 218
Noticing & Protest
Period
(45-day minimum)³**

- The proposed schedule may need to be revised during the course of the study due to unforeseen events on the part of Valley Sanitary District and/or NBS.
- Meetings and presentations are estimated in this timeline and will be scheduled as needed throughout the study.
- The timing of the Proposition 218 process shown in the schedule above is an estimate of when the process can take place. The actual schedule will be discussed at the kick-off meeting and a more defined plan will be developed at that time.

- Active task work
- Draft and Final Reports
- Meeting with District Staff (to be scheduled as needed)
- Board Presentation (to be scheduled as needed)

5 | COST PROPOSAL

Our professional fees are based on our understanding of the District’s needs and the effort we believe is necessary to complete the scope of services described in our proposal. Work will be performed on a time and materials basis, at the hourly labor rates show in the tables below, with a fee of **\$98,390** (plus the cost of any additional analysis needed to complete Task 3).

Valley Sanitary District							
Study Tasks	Consultant Labor (Hours)						Grand Totals
	Senior Review (Clumpner)	Principal Consultant (Highstreet)	Municipal Advisor (Mares)	Project Manager/ Consultant (Bou)	Consultant (Taylor)	Total Consultant Labor (Hrs.)	Consultant Costs (\$)
Hourly Rates	\$260	\$260	\$260	\$180	\$180		
Sewer Rate Study Update							
Task 1 – Kickoff Meeting and Data Collection	0.0	2.0	0.0	16.0	0.0	18.0	\$ 3,400
Task 2 – Financial Plan	2.0	6.0	2.0	28.0	0.0	38.0	7,640
Task 3 – Customer Analysis ¹	0.0	4.0	0.0	40.0	0.0	44.0	8,240
Task 4 – Cost-of-Service Analysis	2.0	8.0	0.0	22.0	0.0	32.0	6,560
Task 5 – Rate Design Analysis							
5.1 - Rate Design Alternatives	2.0	6.0	0.0	22.0	0.0	30.0	6,040
5.2 - Regional Bill Comparison	0.0	0.0	0.0	6.0	0.0	6.0	1,080
Task 6 – Prepare Rate Models	<i>Cost included above</i>						
Task 7 – Prepare Written Study Report	2.0	6.0	0.0	28.0	4.0	40.0	7,840
Task 8 – Meetings and Presentations ²	0.0	8.0	0.0	28.0	0.0	36.0	7,120
Task 9 – Proposition 218 Notice							
9.1 - Draft Proposition 218 Notice and Prepare Mailing Database ³							5,000
SUBTOTAL							\$ 52,920
9.2 - Mailing of Notices ⁴							18,750
TOTAL: Sewer Rate Study Update	8.0	40.0	2.0	190.0	4.0	244.0	\$ 71,670
Sewer Capacity Fee Study							
Task 1 – Kickoff Meeting and Data Collection	0.0	0.0		10.0	0.0	10.0	\$ 1,800
Task 2 – Develop System Asset Values	0.0	6.0		21.0	0.0	27.0	5,340
Task 3 – Capacity Fee Calculation	0.0	8.0		21.0	0.0	29.0	5,860
Task 4 – Prepare Capacity Fee Model	<i>Cost included above</i>						
Task 5 – Prepare Written Study Report	0.0	6.0		24.0	6.0	36.0	6,960
Task 6 – Meetings and Presentation ²	0.0	8.0		26.0	0.0	34.0	6,760
TOTAL: Capacity Fee Study	0.0	28.0	0.0	102.0	6.0	136.0	\$ 26,720
GRAND TOTAL: Rate Study Update & Capacity Fee Study	8.0	68.0	2.0	292.0	10.0	380.0	\$ 98,390

1. Estimated level of effort to complete customer and water consumption data analysis. If it is determined that more hours are needed to complete the work, NBS will bill at the hourly rates listed for the additional time. No additional work will be performed without written authorization from District staff.
2. The number of public presentations can be adjusted as needed by District staff, if more than three presentations are needed, they can be provided at an additional cost.
3. This is the total fee for Proposition 218 services.
4. The cost to print and mail the Prop 218 Notice is only an estimate, the actual cost will vary depending on the number of current property owners and customers as well as the length and overall design/format of the mailer. Costs typically range from \$0.75 to \$1.50 per piece. NBS does not mark up printing and mailing expenses, but passes them through as a reimbursable expense at cost. The estimate presented is based on \$0.75 per piece and 25,000 pieces.

Additional services authorized by the District, but not included in the scope of services above, such as additional analysis, public meetings or rate alternatives will be billed at the labor rates shown below, or the then applicable hourly rates. All additional tasks would be mutually agreed upon by NBS and the District prior to proceeding.

Title	Hourly Rate
Senior Reviewer	\$260
Principal Consultant	\$260
Municipal Advisor	\$260
Project Manager	\$180
Consultant	\$180



Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Beverli A Marshall, General Manager
SUBJECT: Monthly General Managers Report - August 2022

Suggested Action

Receive

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from this report.

Background

The following data represents the activities and metrics for the month of August 2022.

Administrative Services

- Held one (1) Budget & Finance Committee meeting.
- Held one (1) East Valley Reclamation Authority meeting.
- Held two (2) Board of Directors meetings.
- Trained staff on Peak Agenda Software.
- Commenced direct billing processes for the fiscal year 2022/2023.
- Continuation of year-end audit for the fiscal year ending June 30, 2022.
- Commenced research and preparation of the Annual Comprehensive Financial Report (ACFR) for the fiscal year 2021/22.
- Open enrollment for employee benefits.
- Submitted the fiscal year 2022/23 budget book for GFOA and CSMFO award consideration.

Environmental Compliance Services

- WEF's Network of Wastewater-Based Epidemiology (NWBE) podcast "Sewer Signals" showcases

VSD efforts in Episode #9 https://nwbe.org/?page_id=465#episode-9.

- Staff completed the updates to the pretreatment program guidance documents.
- Adopted the updated Sewer Use and Construction Ordinance.
- Adopted the resolution to the Maximum Concentration Limits for Wastewater Discharges (Local Limits).
- Started implementing the updated Enforcement Response Plan (ERP).

Operations & Maintenance

- The Operations Department switched over the Aeration Basin Chlorine Contact Chambers to remove floating scum that spilled over from the secondary clarifiers.
- Staff took down Secondary Clarifier #1 and put Secondary Clarifier #2 online so they could inspect Secondary Clarifier #1 RAS line and sludge flights for obstructions.
- The Maintenance Department completed the office for the Belt Filter Press Building.
- The 6" Sludge Gas Flare biogas regulator was rebuilt and the 6" Flame Arrester was serviced.
- The Lounge doors and the Laboratory doors were painted.
- Plant Water Pump #2 was removed, and the multi-stage pump was replaced.
- All the A/C units were serviced and the motor to the Lab Exhaust Fan was replaced.
- The sewer camera was sold on GovDeals.
- Installed pump at the Calhoun Lift Station.

Development Services

- Construction has begun on the Arroyo Crossing I and II project, a 400-unit low-income apartment complex located on the west side of Jefferson Street, south of Hwy 111.
- Construction has begun on the Wood Springs Suites Extended Stay Hotel West of Jackson Street and South of Avenue 42.
- Construction has begun on the Indio Public Safety Campus Expansion on the corner of Jackson Street and Dr. Carreon Blvd.
- Construction has begun on the COD Indio Campus Expansion on the corner of Oasis Street and Bliss Avenue.
- Construction has begun on the COD Child Development Center on the corner of Oasis Street and Wilson Avenue.

Collection Services

- No-Spill report for the month of September will be submitted to the California Integrated Water Quality System, as required in the Waste Discharge Requirements Monitoring and Reporting Program. Due by the end of the month.
- California Integrated Water Quality System (CIWQS) questionnaire annual update will be completed and submitted this month.
- Field Vector crew is currently jetting trouble spot areas.
- CCTV Inspection work is currently being conducted in the area of Avenue 48 and Madison.

Capital Improvement Program

- The Reclaimed Water Project - Phase 1 was awarded to Schneider Electric / Stantec in June 2020. Construction costs will be determined during the design phase and will be awarded to Schneider Electric / Stantec upon approval of the Board. This project will replace an aging and

capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include replacement of the Main Switch Control Panel and the addition of a sludge thickener unit. Schneider has completed the 60% design submittal and has prepared the guaranteed maximum price based on the latest design plans.

Update: The Board has approved the guaranteed maximum price along with Contract Amendment No. 1 with Schneider Electric. Schneider Electric has acquired the payment and performance bonds and other documentation required by VSD and Bank of America. The project is proceeding to 90% design. VSD is currently soliciting proposals from consultants for specialty testing and inspection services. Proposals are due and will be opened on November 3rd, 2022.

- The Preliminary Design Report for the replacement of the sewer siphon at Westward Ho Drive is complete. This is a FEMA funded project to replace the damaged sewer siphon from the February 2019 storm. The design is in progress. Staff and the consultant had a preliminary meeting with CVWD regarding requirements for crossing the channel. Staff reviewed the 50% design plans and the updated project cost schedule. Staff reviewed the 90% design plans and specifications and submitted comments for correction. Staff is finishing their review of the submitted 95% set of plans and specifications. Staff has met with both the City of Indio and La Quinta, and both have no revisions or concerns. Staff has sent plans to CVWD and IWA for review and VSD received comments back from both agencies for incorporation. Carollo will be performing additional potholing to verify IWA and other utilities. Potholing has revealed that an IWA water line is closer to the project alignment than indicated on record drawings and must be rerouted around the proposed siphon manhole. *Update: Permitted Plans have been signed by CVWD. Staff is currently filing an encroachment permit license application as required by CVWD for the permanent pipeline crossing of the channel. Once the contractor is selected, they will file for a construction permit and the encroachment permit will be processed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which is expected by January 2023. Staff is preparing the CEQA documentation for this project.*
- Staff is continuing to work with Harris and Associates on the Collections System Rehabilitation and Maintenance project. The first rehabilitation project on Indio Blvd. is complete. This was a good first project and lessons were learned on how to better the process for the next project. The CCTV inspection project is complete. Harris is currently developing plans for the downtown Indio rehabilitation and repair project. This is being done to rehabilitate and replace deficient sewer mains in the streets and allies of the downtown area. The 50% plans for the Downtown Indio Rehabilitation project have been reviewed and comments have been returned to Harris for revision. The 100% design plans have been reviewed by IWA and the City of Indio and both agencies returned comments for revision. *Update: The Downtown Indio Rehabilitation Project has been put out to bid. The bid opening is scheduled for October 12, 2022. Staff are in the final stages of negotiating an easement on the Indio Motor Machine property with the owner. Harris is finalizing the lift station assessment report and program recommendations. 50% design drawings for the next repair and rehabilitation project are currently being reviewed by staff.*
- VSD is currently working with Stantec, who is acting as an Owner's Representative, on the repair and rehabilitation of the Influent Pump Station. The Request for Proposal (RFP) was released on August 28 and was closed on September 28, 2020. The Board awarded the project to the DCI / Dudek team, and a pre-construction meeting was held on December 4th, 2020. The DCI / Dudek has developed a preliminary bypass plan for the initial inspection and shutdown of the influent pump station structure. The preliminary bypass and inspection were completed from February 22nd to February 26th. VSD has chosen the valves and gates that will be used for this project

based on Dudek / DCI and Stantec's recommendations. Dudek and VSD are coordinating the ordering and purchasing of long, lead items. Dudek has submitted the Basis of Design Report which Stantec and VSD staff have reviewed. *Update: The Board has approved the guaranteed maximum price. The Notice of Award has been issued and Change Order No.2 signed. The contractor is preparing the necessary submittals for VSD and Stantec review and approval. Installation of the bypass system for the influent pump station is tentatively scheduled to begin during the second week of October 2022.*

- The above ground, steel waterline adjacent to the aeration basins is old and prone to leaks, especially at the grooved joints, and has exceeded its useful life. The new steel waterline will have traditional joints that will provide a longer life. This project has been on the books for several years and has been a lower priority due to lack of leaks in recent years and the difficult nature of replacement. The project design was awarded to Dudek who has completed the project design and specifications. The construction portion of the project was put out to bid on February 7th, 2022. The project bid opening took place on March 16th, 2022, and VSD received six sealed bids for this project with Van Dyke Corporation being the lowest responsible bidder. *Update: The first phase of this project has been completed. The Board has approved the proposal from Dudek for the second phase of the project which consists of replacing the piping for the frost sprayers. Dudek is currently working on the 30% design plans and specifications.*
- VSD has chosen SGH Architects as the architectural firm for the preliminary design of a new single-story training/office building and new laboratory building. Staff has selected a new location for the training/office building that will allow the single-story building with minimal demolition. The architect has completed the schematic design and cost estimate for both the training/office building and laboratory building. An onsite survey was conducted on July 7th. SGH Architects is continuing with final design of both the Office & Training and Laboratory Buildings. *Update: SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021. This project has been delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.*

Attachments

[Attachment A Admin Services Report.pdf](#)

[Attachment B NPDES report for Oct.pdf](#)

[Attachment C Collection Services Report .pdf](#)

[Attachment_D_Development_Services_Report_September_2022.pdf](#)

[Attachment E Capital Improvement Program Report October 2022.pdf](#)

[Attachment F Environmental Compliance Summary.pdf](#)

[Attachment G Wastewater Surveillance Summary for Oct.pdf](#)

Administrative Services - Task Summary 2022

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Active litigation filed	-	-	-	-	-	-	-	-				-	-
Board meeting	2	2	2	3	2	3	3	2					19
Budget/Finance Committee meeting	1	-	2	-	1	-	1	-					5
Operations Committee meeting	-	1	-	1	-	1	-	1					4
Community Engagement Committee meeting	2	-	1	-	-	-	1	-					4
Employee anniversaries	-	4	1	1	5	3	6	1					21
Employee promotions	-	-	-	-	-	-	-	-					-
Facebook postings	2	2	8	9	8	12	12	18					71
Insurance claims initiated	-	-	-	-	-	-	-	-					-
Lost time work incidents	-	-	-	-	-	-	-	-					-
Media coverage items		3	-	-	-	3	2	7					15
New hires	1	1	-	-	-	-	-	-					2
Press release	-	2	1	1	1	-	1	1					7
Public records request	1	-	-	-	-	1	2	1					5
Resignations	-	-	1	-	-	-	-	-					1
Retirements	-	-	-	-	-	-	-	-					-

August 2022	Plant Influent		ASP Effluent			Pond Effluent		
	CBOD (mg/L)	TSS (mg/L)	Monthly Average Flow (MGD)	CBOD (mg/L)	TSS (mg/L)	Monthly Average Pond Effluent Flow (MGD)	CBOD	TSS
1	223	249		5.4	13			
2								
3								
4								
5								
6								
7								
8	266	266		3.4	9			
9								
10								
11								
12								
13								
14								
15	200	261		4.7	15			
16								
17								
18								
19								
20								
21								
22	223	241		7	12			
23								
24								
25								
26								
27								
28								
29	267	286		8.2	11			
30								
31			5.85			0.000		
Average	236	261	5.85	5.7	12	0.000		
Minimum	200	241	5.85	3.4	9	0.000		
Maximum	267	286	5.85	8.2	15	0.000		
Exceedences	0	0	0	0	0	0	0	0
Permit LIMITS				25	30		40.0	49.0

Total Plant Discharge (Outfall) Grab								
EColi (MPN/100ml)	Oil and Grease (mg/L)	Copper (ug/L)	Di(2-ethylhexyl)phthalate (ug/L)	Cyanide (total) (ug/L)	Ammonia (total, as N) (mg/L)	Nitrate (as N) (mg/L)	Nitrite (as N) (mg/L)	Total Nitrogen (mg/L)
547.5	2.2	11	3.8	1.4	34	< 0.05	0.005	40
128.1								
< 1		5.6						
4.1								
648.8								
45.1*	2.2	8.3	3.8	1.4	34	0.05	0.005	40
< 1	2.2	5.6	3.8	1.4	34	< 0.05	0.005	40
648.8	2.2	11	3.8	1.4	34	< 0.05	0.005	40
2	0	0	0	0	0	0	0	0
126(mo) / 400 (max)	25	9.0	5.9	4.3				

Collection Services Task Summary Report for 2022

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Customer Service Calls	-	2	2	1	6	-	1	1	3				5
F.O.G. Inspection - Completed													-
F.O.G. Inspection - Fail													-
F.O.G. Inspection - Pass													-
Hot spot cleaning (total)*	26	-	-	36	-	-	-	26					26
Lift station inspection	19	19	20	19	19	19	19	19	19				76
Manhole inspection	47	65	172	103	194	188	102	180	146				616
Sewer line CCTV (feet)	8,412	7,016	9,477	9,375	10,681	6,649	5,158	26,459	23,695				61,961
Sewer line cleaning (feet)	28,012	25,782	59,902	56,005	70,360	63,778	36,534	69,736	52,483				222,531
SSO Response - Cat 1	0	0	0	0	0	0	0	0	0				0
SSO Response - Cat 2	0	0	0	0	0	0	0	0	0				0
SSO Response - Cat 3	0	0	0	0	0	0	0	0	0				0
USA Markings	40	39	45	44	64	40	78	65	43				226
*Note: Hot spot cleaning is performed quarterly													



VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

11-Oct-22

Plan Check in Progress
Inspection in Progress
New Project

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
7-Eleven Golf Center	44925 Golf Center/Avenue 45	Civil plans submitted for new 7-Eleven store approved. Arch. plans approved and returned to the applicant 10/26/20. Issued permit 3915 on 10/26/20.	Inspect work improvements as scheduled.
Add'l Dwelling Unit - Cebreros Residence	83181 Blue Mountain Court	Plans submitted for additional dwelling unit. Plans approved and notified applicant 3/3/21. Permit 3967 7/26/2021	Inspect work improvements as scheduled.
Arroyo Crossing Phase 1 architectural plans	47555 Jefferson Street/Highway 111	Architectural plans submitted for new apartment complex. Plans approved and notified applicant 12/22/21. Permit 3998 issued 1/6/22.	Inspect work improvements as scheduled.
Arroyo Crossing Phase 1 civil plans	47555 Jefferson Street/Highway 111	Civil plans submitted for new apartment complex. Plan review completed. Plans approved and returned to applicant 12/22/21. Permit 3998	Inspect work improvements as scheduled.
Arroyo Crossing Phase 2 architectural plans	47777 Jefferson Street/Highway 111	Architectural plans submitted for new apartment complex. Plans approved and notified applicant 1/21/22 Permit 4005 on 2/7/22.	Inspect work improvements as scheduled.
Arroyo Crossing Phase 2 civil plans	47777 Jefferson Street/Highway 111	Civil plans submitted for new apartment complex. Plans approved and notified applicant 1/21/22. Permit 1005	Inspect work improvements as scheduled.
Autozone Jackson Street	41850 Jackson Street/aAvenue 42	Plans submitted for plan check. Sewer main relocation. Plans approved 1/21/21. Waiting for engineer to finalize easements docs. Permit 3954 issued 5/13/21.	10% warranty bond in place Reinspect and notice of acceptance Due 1/1/2023
Buzzbox	42625 Jackson Street #112	Plans submitted existing building TI. Completed 1st plan check and returned to the City 2/22/19.	Perform 2nd plan check upon plan resubmittal.
Castro 80501 lot 50	Motorcoach CC 80501 Ave 48 Lot 50	Plans submitted, Permit 4056	Inspect work improvements as scheduled.
Chandi Plaza Building "B" Shell	81-971 Indio Blvd/Avenue 44	Plans submitted for plan check. Completed 1st check and returned to the applicant 10/13/20. Issued permit 3963 on 6/29/21.	Inspect work improvements as scheduled.
COD Child Development Center	45742 Oasis Street	Plans submitted for child development center. Plans approved and notified applicant 1/25/22. Permit 4025 4/21/22	Inspect work improvements as scheduled.
College of the Desert	45524 Oasis Street	Plans submitted for campus expansion. Plan review completed, plan approved and notified applicant 1/25/22. Permit 4026 4/22/22	Inspect work improvements as scheduled.
Corso Residence	49491 Braley Court	Plans submitted for single family residence. Plans approved and notified applicant 9/2/20. Permit 3931 issued 1/5/21	Inspect work improvements as scheduled.
Destiny Church	80250 Highway 111/Jefferson Street	Plans submitted for plan check. Plans approved and notified applicant 7/12/21. Issued permit 3974 on 9/14/21. Finaled 9/22/22	No further action required.
EOS Fitness	SWC HWY 111 And Jefferson St	Plans submitted, fee paid with check	In queue
EOS Fitness Hwy 111	Highway/Jefferson Street	Plans submitted for construction of new gym facility. Plans approved and notified applicant 4/27/20. Permit 4049	Waiting for Development Agreement and Bonds before owner can process permit paperwork.
EOS Fitness Public Sewer Extension	SWC of Spectrum Street & Avenue 42	Mainline complete. Waiting on Maintenance Bond to release Performance Bond	Release Performance Bond when Maintenance Bond is received
Gabino's Creperie	82862 Miles Ave	Plans submitted, fee paid with credit card. Completed 1st plan check and returned to the applicant 9/14/22.	Perform 2nd plan check upon plan resubmittal.
Gallery at Indian Springs	Jefferson St/Westward Ho Drive	Tract is Complete. Warranty Bond received 8/25/2021.	Notice of acceptance after 12 month warranty bond release.
Hampton Inn Sewer Main Extension	North West Corner of Spectrum St and Atlantic Ave	Plans submitted for the extension of a public sewer main for Hampton Inn at Atlantic Ave. Plan check fees paid 7/11/18. Completed 2nd plan check and returned plans to the engineer 8/9/18. Plans approved and returned to engineer 8/27/18. Sewer Finaled 5/12/20.	Waiting for owner to submit Warranty Bond
Handels Ice Cream Shop	42225 Jackson Street/Avenue 42	Plans submitted for new suite TI. 2nd plan check completed and returned to the applicant 8/31/22.	Perform 3rd plan check upon plan resubmittal.
I-10 Monroe Civil (Raising Canes)	SE Corner of Monroe and Ave 42	Raising Cane's Civil Plans submitted 8/04/2022. Completed 1st plan check and returned to the applicant 8/31/22.	Perform 2nd plan check upon plan resubmittal.
Indian Palms 32	Cochran Drive & Garland Road	Civil plans submitted for public sewer for 32 unit condo complex. 2nd plan check complete. 9/1/21. Plans approved 9/17/21.	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Indio Behavioral Health Hospital	81655 JFK Court	Civil plans submitted for new mental health facility. Completed 1st plan check and returned to the engineer 12/2/19. Plans approved 6/24/20. Issued permit 3900 on 8/29/20.	Inspect work improvements as scheduled.
Indio Juvenile Court	47671 Oasis St/ Ave 48	Plans submitted to demo existing juvenile court building and construct new building on the same site. Plans approved, notified applicant project ready to permit 9/30/21. Permit # 4004 1/25/22	Inspect work improvements as scheduled.
Indio Marketplace Architectural	82227 Highway 111/Rubidoux	Plans submitted for mall TI. Completed 2nd check and notified applicant 8/2/22.	Perform 3rd plan check upon plan resubmittal.
Indio Marketplace Civil	82227 Highway 111/Rubidoux	Plans submitted for mall TI, Completed second plan check and returned to the applicant 11/12/21.	Perform 3rd plan check upon plan resubmittal.
Indio Palms RV	45-755 Commerce Street	Civil plans submitted for Public Sewer & Plan Fee Paid. Completed 1st plan check and returned to the applicant 8/11/22.	Perform 2nd plan check upon plan resubmittal.
Indio Plaza Sewer Relocation	82126 Hwy 111/Monroe St.	Plans submitted for sewer line and manhole relocation. Plans approved and notified applicant 7/28/22.	Waiting for owner to process permit paperwork.
Indio Public Safety Center	46867 Bristol Street/Dr Carreon	Plans submitted for public safety center. Plans approved and returned to applicant 4/12/22. Permit 4052	Inspect work improvements as scheduled.
Indio Taphouse TI	82851 & 82867 Miles Ave	Plans submitted, fee paid with check	In queue
Jacqueline & Oscar Lua Residence	80-555 Ridgeback Court	Plans submitted for single family residence. Completed 1st plan check and notified applicant 8/25/20. Issued permit 3953 on 5/12/21.	Inspect work improvements as scheduled.
JB Finish Building	42702 Caspian Street	Plans submitted for new warehouse with office building. Plans approved and notified applicant project ready to permit 5/2/22. Permit 4030 5/3/22	Inspect work improvements as scheduled.
John Nobles Apts civil plans	John Nobles Avenue/Rubidoux Street	Plans submitted for on-site private sewer. Completed 1st plan check and returned to applicant 7/12/22.	Perform 2nd plan check upon plan resubmittal.
Kings Castle Taco Architectural	82991 Bliss Avenue	Plans submitted for building TI for taco shop. Completed 2nd plan check. Civil plans submitted for review 7/21/22.	Civil Plans in review.
Kings Castle Taco Civil Plans	82991 Bliss Avenue	Plans submitted for building TI for taco shop 7/21/22. Plans approved and notified the applicant 9/7/22.	Waiting for architectural plan resubmittal.
Las Plumas/Coco Palm Tract 38072	South East Corner of Avenue 49 and Jackson St	Plans submitted for 173 lot housing tract. Completed first plan check 4/27/21.	Perform 2nd plan check upon plan resubmittal.
Magical Estates Tenant Spaces	82490 Highway 111/Arabia Street	Plans submitted for tenant suite TI's. Completed 1st plan check and returned to applicant 4/28/22.	Perform 2nd plan check upon plan resubmittal.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 62	Plans submitted for casita addition and storage building. Plans approved and notified applicant 5/20/21. Permit 3957 issued 5/28/21 Finaled 9/21/22	No further action required.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 194	Plans submitted for casita addition and storage building. Plans approved and notified applicant 10/1/21. Permit 10/5/21 3977 Finaled 9/21/22	No further action required.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 173	Plans submitted for casita addition and storage building. Plans approved and notified applicant 4/14/22. Permit 4022 4/18/22 Finaled 9/21/22	No further action required.
Neil's Lounge Kitchen Remodel	80956 Hwy 111	Plans submitted for restaurant kitchen remodel. Completed 1st plan check and notified applicant 7/12/22.	Perform 2nd plan check upon plan resubmittal.
Nelson Chavez Accessory Dwelling Unit	Nelson Chavez Accessory Dwelling Unit	Plan submitted for new accessory dwelling unit, Plan approved and notified applicant 8/30/22	Waiting for owner to process permit paperwork.
New ADU for Abdullah Alwishah	46955 Arabia St	Plans submitted, fee paid with check	In queue
New Century Garage Doors	81740 Highway 111/Granada Dr.	Plans submitted for new sewer lateral connection. Completed 1st plan check and notified applicant 3/2/22.	Perform 2nd plan check upon plan resubmittal.
Octavio Rosales SFD	43645 Saguaro Street/Avenue 44	Plans submitted for new SFD. Completed 2nd plan check and returned to the City 8/26/19. Permit 4014 issued 3/18/22.	Inspect work improvements as scheduled.
Ono Hawaiian BBQ	42550 Jackson Street/ Avenue 42	Plans submitted for new retail building. Plans approved and notified applicant 9/22/21. Issued permit 10/11/21 3981	Inspect work improvements as scheduled.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 228	Plans submitted for casita addition and storage building. Plans approved and notified applicant 1/28/21. Permit 3976 issued 9/29/21	Inspect work improvements as scheduled.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 156	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 260	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 316	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 182	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.
Paradiso Tract 31815	East of Monroe North of Ave 41	New model homes under construction.	Inspect work improvements as scheduled.
Paradiso Tract 31815 & 31815-3	East of Monroe North of Ave 41	Plans submitted for new housing tract phases. Completed first plan check 2/25/21. Plans Approved 3/25/21.	Inspect work improvements as scheduled.
Parcel Map 36215	Dr. Carreon west of Van Buren	Civil plans submitted for 1st plan check. Plans approved and returned to the Engineer 1/18/18. Issued permit 3718 on 1/23/18.	Inspect work improvements as scheduled.
Pawley Pool Aquatic Facility	46350 Jackson Street/Date Ave.	Plans submitted for new Aquatic Center on existing public pool site. Project Expired in 2020. Resubmitted 10/25/21. Completed 2nd plan check and returned to the applicant 6/23/22.	Perform 2nd plan check upon plan resubmittal.
Raising Canes Restaurant	Monroe Street/Showcase Parkway	Plans submitted for new restaurant building. Completed 1st plan check and returned to the applicant 8/24/22.	Perform 2nd plan check upon plan resubmittal.
Ramon Chavez Accessory Dwelling Unit	43737 Oasis St / Ave 44	Plans submitted for plan check. Plans approved and notified applicant 10/13/20. Issued permit 3908 on 10/13/20.	Inspect work improvements as scheduled.
Ranch RV & self Storage	83734 Dr Carreon	Plans submitted, fee paid with check	In queue
Ring Power Utility Improvements	83680 Citrus Avenue	Plans submitted for new office buildings and employee restrooms. Plans approved and notified applicant 12/10/21. Permitted 10/16/21 #3995 Finaled 9/22/22	No further action required.
Rios Southwest Medical Group	82935 Ave 48/ Jackson St	Architectural plans for Medical Building TI. Completed 1st check and notified applicant plans ready for pick up 12/16/21.	Perform 2nd plan check upon plan resubmittal.
Rosa Rebollar Accessory Dwelling Unit	81179 Helen Ave/Swingle Ave	Plan submitted for new accessory dwelling unit	Perform 2nd plan check upon plan resubmittal.
Shadow Ranch Tract 32149	North of Ave. 43 and West of Calhoun St	Model homes. No plan check is required. Permit and Inspection fees need to be paid. All Bonds released.	Inspect work improvements as scheduled.
Showcase Indio Pad 4 Shell	42225 Jackson Street/Avenue 42	Plans submitted for new retail shell building. Plans approved and notified applicant 7/26/22. Permit 4055	Inspect work improvements as scheduled.
Solis Barber Shop	84119 Indio Blvd	Plans submitted for barber shop. Plans approved and notified applicant 2/18/22. Permit 4009 3/2/22	Inspect work improvements as scheduled.
Steven Saylor's Residence	49171 Braley Court	Architectural plans submitted for new SFR	Perform 2nd plan check upon plan resubmittal.
Sunburst RV Storage	43250 Sunburst Street/Oleander Avenue	Plans submitted for new RV storage facility. Completed 1st check and notified applicant 3/21/22. Permit 4020 4/7/22	Inspect work improvements as scheduled.
Tarra Lago 32341-12	North of Avenue 44 & East of Harrison	First Plan Complete 12/16/20. Plans Approved 2/19/21. Maintenance Bond in place 8/16/22.	Inspect work improvements as scheduled.
Tea Be Honest	81944 Hwy 111 Ste. F	TI Plans Received, Plan Check Paid. Completed 1st plan check and returned to applicant 9/8/22.	Perform 2nd plan check upon plan resubmittal.
Terra Lago Four Seasons Tract 32287	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans Approved 4/26/21.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32288-1	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines 11/24/21 2nd plan check complete 1/18/22.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32288-2	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines 3/29/22	Perform 2nd plan check upon plan resubmittal.
Terra Lago Four Seasons Tract 32288-F	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. Plans Approved 7/1/22	Waiting for information to draft Development Agreement
Terra Lago Four Seasons Tract 32341-10	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans approved and returned to the Engineer 4/3/18. Issued permit 3827 on 7/19/19. Payment and Performance Bonds Released 12/27/2019. Maintenance Bond in place 12/17/19.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-11	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Completed 1st plan check and returned to the Engineer 12/12/18. Plans Approved 1/23/19. Performance Bond Released Maintenance Bond in place 1/22/2021	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-8	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans approved and returned to the Engineer 12/4/17. Payment and Performance Bonds Released 12/27/2019. Maintenance Bond in place 12/17/19.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-F	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Completed 1st plan check and notified applicant 5/1/20. Plans Approved 8/15/20. Maintenance Bond in place 8/16/22	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Terra Lago Four Seasons Tract 32462-2	North of Avenue 44 & East of Harrison	Plans approved from previous developer. Development agreement has been recorded. Bonds have been submitted. Construction work is in progress.	Inspect work improvements as scheduled.
Texas Roadhouse Restaurant	42790 Jackson Street	Plans submitted, fee paid with check	In queue
The Daily Grind Coffee - TI	45810 Fargo Street/Hwy 111	Plans submitted for tenant TI. Plans approved and returned to the City 1/24/18. Issued permit 3737 on 3/9/18.	Inspect work improvements as scheduled.
Tim & Lois Eklund Site 105	Motorcoach CC 80501 Ave 48 Lot 105	Plans submitted, fee payment pending	Waiting for owner to process permit paperwork.
Timothy Venable Project	84221 Corregidor Avenue/Bataan Street	Plans submitted for connection of SFD to sewer lateral. Plan approved and notified applicant 5/3/22. Permit 4042 6/21/22	Inspect work improvements as scheduled.
Woodsprings Suites Ext Stay Hotel	42-425 Jackson St.	Civil plans submitted for Public Sewer & Plan Fee Paid. Completed 1st plan check and returned to the applicant 8/17/22.	Perform 2nd plan check upon plan resubmittal.
	September	Fiscal Year	
New Projects	6	60	
Projects Permitted	1	31	
Projects Finald	5	41	

Monthly Capital Improvement Project Update - August 2022

Project Title	Project Description	Current Status	Fiscal Year Budget	Total Spent to Date
Westward Ho Sewer Siphon Replacement Design and Construction	Due to the February 2019 rain event, the existing VSD sewer siphon that crosses the CVWD storm channel at Westward Ho Drive became exposed and was damaged. In order to prevent this from happening again in the future, Carollo Engineers is currently working with VSD on the final design of a new sewer that is to be constructed well below the new channel scour depth. The design being proposed would utilize horizontal directional drilling to create a new sewer siphon alignment under the channel and adjacent to the original siphon. Permit processing with at least CVWD and possibly other regulatory agencies may extend the design/permit period. Some or possibly all the project costs will be reimbursed by FEMA / CalOES.	Permitted Plans have been signed by CVWD. Staff is currently filing an encroachment permit license application as required by CVWD for the permanent pipeline crossing of the channel. Once the contractor is selected, they will file for a construction permit and the encroachment permit will be processed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which is expected by January 2023. Staff is preparing the CEQA documentation for this project.	\$5,102,000.00	\$0.00
Collections System Rehabilitation Projects	Harris & Associates is assisting the District in creating a 10-year rehabilitation and replacement program for the collections system. The purpose of this project is to repair, rehabilitate, replace and/or realign aging or defective pipelines and/or segments projected to reach capacity within the foreseeable future. Harris and the District have assigned a rating and priority to all of the pipes in the collection system and are splitting them up into projects for each fiscal year. The first project for this fiscal year will consist of the rehabilitation of approximately 2,300 feet of sewer located in Indio Boulevard and underneath the railroad near Cabazon Avenue using cured in place lining. The second project will consist of hiring a contractor to perform CCTV inspections of all pipes within the District that cannot be surveyed by collections staff due to high flows or pipe diameter. The third project is the downtown Indio rehabilitation and repair project. This project is being done to rehabilitate and replace deficient sewer mains in the streets and allies of the downtown area.	The Downtown Indio Rehabilitation Project has been put out to bid. The bid opening is scheduled for October 12, 2022. Staff are in the final stages of negotiating an easement on the Indio Motor Machine property with the owner. Harris is finalizing the lift station assessment report and program recommendations. 50% design drawings for the next repair and rehabilitation project are currently being reviewed by staff.	\$4,895,007.00	\$81,113.90
Reclaimed Water Project Phase 1	The contract for this project was awarded to Schneider Electric / Stantec. The project design cost is \$2,200,000 and project schedule is approximately 460 days. Construction costs will be determined during the design phase and will be awarded to Schneider Electric / Stantec upon approval of the Board. The Reclaimed Water Project – Phase 1 will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include adding a biofilter, and a sludge thickener unit.	The Board has approved the guaranteed maximum price along with Contract Amendment No. 1 with Schneider Electric. Schneider Electric has acquired the payment and performance bonds and other documentation required by VSD and Bank of America. The project is proceeding to 90% design. VSD is currently soliciting proposals from consultants for specialty testing and inspection services. Proposals are due and will be opened on November 3rd, 2022.	\$17,763,656.00	This project is being financed by Bank of America.
Influent Pump Station Rehabilitation	Stantec is assisting the District as an Owner’s Representative and DCI / Dudek are acting as the design-build team for this project. The influent pump station structure is showing significant signs of deterioration. Proposed improvements to the pump station include: bypass of the pump station for inspection and repair, repair/replacement of leaking and broken gates, repair of interior concrete coating, installation of new valves for proper isolation/drainage, installation of a new jockey pump in the empty pump bay.	The Board has approved the guaranteed maximum price. The Notice of Award has been issued and Change Order No.2 signed. The contractor is preparing the necessary submittals for VSD and Stantec review and approval. Installation of the bypass system for the influent pump station is tentatively scheduled to begin during the second week of October 2022.	\$3,300,000.00	\$59,879.77

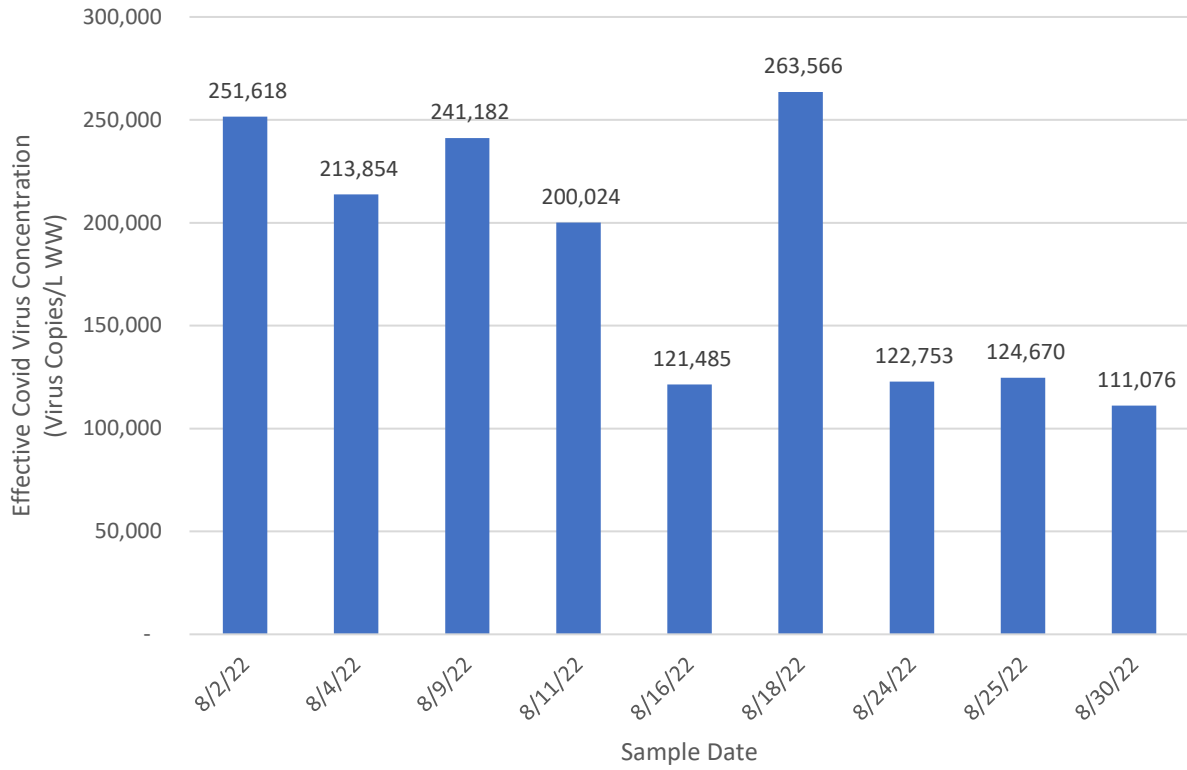
Monthly Capital Improvement Project Update - August 2022

Project Title	Project Description	Current Status	Fiscal Year Budget	Total Spent to Date
Steel WaterLine Replacement	The above ground, steel waterline adjacent to the aeration basins is old and prone to leaks, especially at the grooved joints, and has exceeded its useful life. The new steel waterline will have traditional joints that will provide a longer life. This project has been on the books for several years and has been a lower priority due to lack of leaks in recent years and the difficult nature of replacement. The project was awarded to Dudek who has begun the development of the project design and specifications.	The first phase of this project has been completed. The Board has approved the proposal from Dudek for the second phase of the project which consists of replacing the piping for the frost sprayers. Dudek is currently working on the 30% design plans and specifications.	\$350,000.00	\$11,773.75
New Training and Office Building and Laboratory Building	The District and SGH Architects are developing the intital design for a new office / training building that will be located to the west of the existing Operations building. The purpose of this new building is to provide space for new offices for collections and maintenance personnel as well as a training area for company events and meetings. Also as part of this project, VSD has contracted SGH to develop designs for a new laboratory building to replace the existing lab due to the current issues lab staff are experiencing with the layout and air filtering system.	SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021. This project has been delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.	\$0.00	\$0.00
Additional Parking and Landscaping	The District is need of additional parking for employees and customers. Staff proposes to remove the lawn at the front of the property and replace it with parking and drought tolerant landscaping.	A preliminary design of the Project has been completed. In que for the next steps.	\$0.00	\$0.00

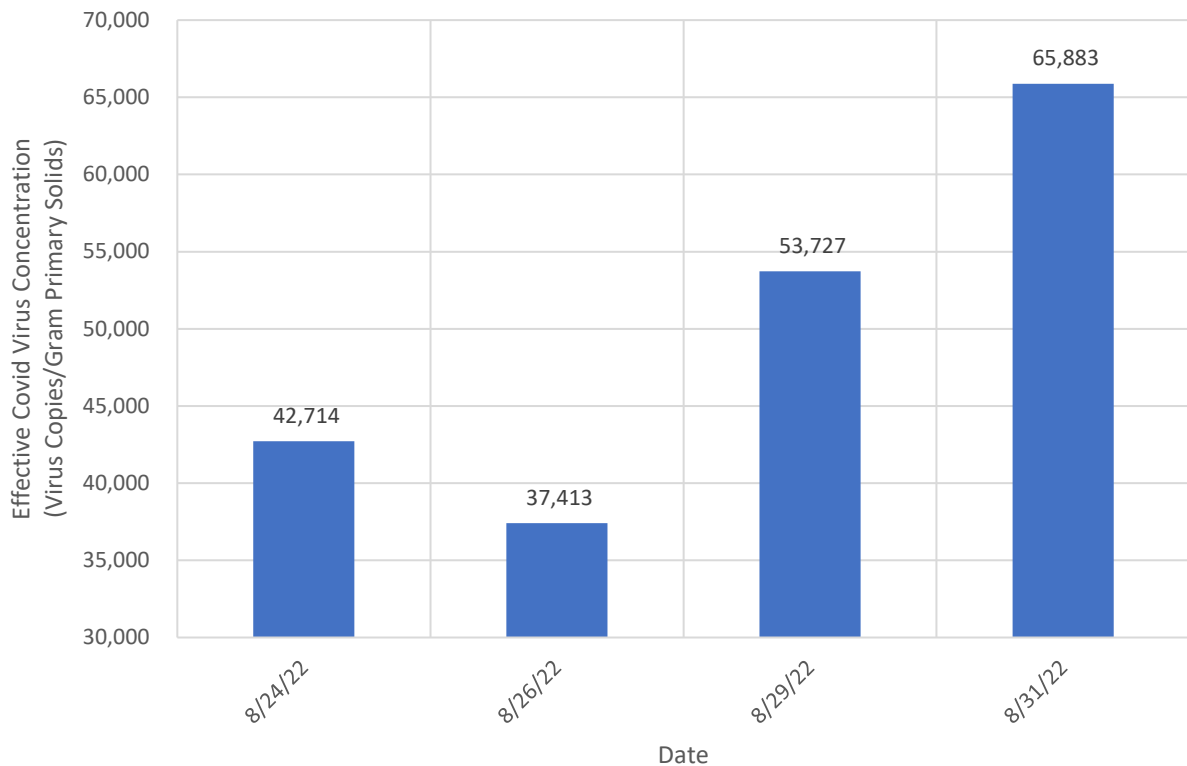
Environmental Compliance Summary Report for 2022

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
Pretreatment													
Customer Service Calls	5	6	11	8	5	3	9	14					61
Commercial Approval Letters		1	1	2		2	1	4					
Change of Ownership Inspection	1	1	0	1		0	0	2					
SIU Permit Compliance	3	3	4	7	4	5	4	3					33
FOG-FSE Inspections Completed	23	24	25	17	8	10	15	6					128
Commercial Inspections Completed	4	6	16	27	9	9	6	25					102
Environmental & Collections investigations	3	1	1	1	2	1	2	3					14
Failed Inspections or NOV													0
Total # of Inspections	33	34	46	52	23	25	27	37	0	0	0	0	277
Laboratory													
# of Collected Samples	478	233	233	224	245	240	241	213					2107
# of Tests (Analyses)	692	449	481	459	494	495	498	511					4079
# of Samples sent to Contract Labs	41	21	13	17	19	31	30	33					205
# of Contracted Tests (Analyses)	79	46	19	31	49	63	78	58					423
% of Samples performed In-House	91.4%	91.0%	94.4%	92.4%	92.2%	87.1%	87.6%	84.5%					90.1%

VSD Wastewater Treatment Plant
 Monthly Surveillance Report (CDC - NWSS)



VSD Wastewater Treatment Plant (WastewaterSCAN)
 SARS-CoV-2 Cocentration - Number of Viral Copies per Gram of Primary Solids



Indio, CA ▼

PMMoV Normalized

Last 30 days ▼

Graph

Table

Sample collection date	Raw data (copies per gram)		Processed data (copies per gram)	
	Monkeypox	Monkeypox / PMMoV	Monkeypox Smoothed	Monkeypox / PMMoV Normalized + Smoothed
Aug 24, 2022	0	0	0	0
Aug 26, 2022	0	0	0	0
Aug 29, 2022	0	0	0	0
Aug 31, 2022	0	0	0	0



**ITEM 9.1
DISCUSSION**

Valley Sanitary District

DATE: October 11, 2022
TO: Board of Directors
FROM: Holly Gould, Clerk of the Board
SUBJECT: Operations Committee Meeting - October 4, 2022

Suggested Action

Discuss

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

None

Background

The minutes of the Operations Committee Meeting held October 4, 2022.

Attachments

[4 Oct 2022 Meeting Minutes.pdf](#)

**VALLEY SANITARY DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES**
October 4, 2022

A regular meeting of the Valley Sanitary District (VSD) Operations Committee was held at Valley Sanitary District, 45-500 Van Buren St, Indio, CA, on Tuesday, October 4, 2022.

1. CALL TO ORDER

Ron Buchwald called the meeting to order at 1:05 p.m.

1.1 Roll Call

Committee Members Present:
Chairperson William Teague
Committee Member Mike Duran

Staff Present:
Beverli Marshall, Holly Gould, Ron Buchwald, Dave Commons, Jeanette Juarez, and Anna Bell

1.2 Pledge of Allegiance

2. PUBLIC COMMENT

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

None.

3. DISCUSSION / ACTION ITEMS

3.1 Approve Minutes for August 2, 2022, Regular Committee Meeting

Committee member Mike Duran motioned to approve the minutes of the August 2, 2022, Operations Committee Regular Meeting. Chair William Teague seconded the motion. Motion carried unanimously.

3.2 Provide Update on CIP Projects and the Need for a New Rate Study

Ron Buchwald, District Engineer, gave an update on the Influent Pump Station, Collection System Rehabilitation and Replacement Downtown project, and Recycled Water Project – Phase 1. He stated that the Influent Pump Station project is seeing delays of up to six months for certain parts and equipment, such as ductile iron pipe and the new pump. The project will require a sewer main bypass for about six months. So far, project costs have not increased due to the delays in acquiring parts, but if this continues, there may be no other choice. The current budget for this project is \$3,300,000. Mr. Buchwald informed the Committee that the Collection System Rehab and Replacement Downtown Project is currently out to bid. The bid opening is scheduled for October 12, 2022. The Engineer's Estimate is \$2,745,358, which includes a 10% contingency. The concern is that the delays in finding certain materials, including PVC pipe, will cause bid prices to increase. The current construction budget for this project is \$3,666,667.

The Recycled Water Project – Phase 1 is also moving towards construction with an anticipated date to begin construction in February 2023. This project is currently completing the design portion. This project is also experiencing delays in parts and equipment. On October 6, 2022, Schneider Electric will provide the anticipated construction cost for the Rotary Screw Thickener (RST) at 30%, the last remaining item in the project design. We will learn then of the upward price pressures the delays in equipment are having on the construction costs. The original estimated construction cost of the RST was \$10,000,000. The increasing cost of construction projects is affecting the VSD's Capital Improvement Program. The budget is already unable to keep up with all the projects VSD wants to accomplish, such as the Office & Training Building and Laboratory Building. The Collection System Rehabilitation and Replacement project will most likely need to be extended from the original 10-year program to the current 12-year program or longer. A new rate study is being planned with NBS to review the CIP projects, and what rate adjustments would be necessary under different scenarios, such as moving forward with all projects or delaying some and moving forward with others.

3.3 Discuss the Need for Additional Laboratory Technician

With the upcoming implementation of the Laboratory Information Management System (LIMS), the compliance requirements of the ELAP-TNI certification renewal, the additional sampling that is now taking place, and the need for redundancy for the Environmental Compliance Technician, it has become clear that the Laboratory and Compliance Department needs additional staff. Another staff member in the department will allow schedule flexibility for additional programs and events like wastewater surveillance, outreach programs, and attending conferences. The added position will reduce the need for assistance from the Operations Department during times of conferences and leave requests (i.e., sick, vacation, FMLA, jury duty, etc.) – which requires prior preparations in ensuring Operations staff are fully trained and documented to assist in the Laboratory functions. The additional member will also create more flexibility for trained staff that can function in the capability of the laboratory or the pretreatment program. The District can help offset the cost of hiring an additional laboratory worker by \$31,200 by utilizing the stipend provided by the Verily WastewaterSCAN program. Anna Bell, Laboratory & Compliance Supervisor, gave a presentation to the Committee detailing the departmental and District need for additional support. Staff will bring this item before the board on October 11, 2022.

Ron Buchwald, District Engineer, informed the Committee that staff would bring the Vactor purchase to the Board on October 25, 2022.

4. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 2:06 p.m. The next regular committee meeting will be held on December 6, 2022.

Respectfully submitted,
Holly Gould, Clerk of the Board
Valley Sanitary District