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Orestimba Creek Recharge and Recovery Board Update

01/18/2023

Bid Results

- The apparent low bidder is Steve P Rados, Inc. with a base bid of \$9,932,680 and \$20,000 for an optional tree removal bid item for a combined total of \$9,952,680
 - Rados was the primary contractor for construction of the North Valley Regional Recycled Water Program Project. - Modesto Component

Outstanding Critical Items to Achieve Prior to Construction:

- Finalized Stormwater Grant Agreement
 - On 12/6/2022 SWRCB staff has stated that the Deputy Director gave the necessary approvals for the agreement to move forward with finalization.
 - SWRCB staff stated that agreement finalization is "more probable" by the end of January.
 - Steve Chedester has reached out to the Deputy Director Joe Karkoski to emphasize that it is imperative to complete this finalization as a prerequisite to the project partners awarding a construction contract.
- Landowner Agreements for temporary and permanent construction easement.
 - DPWD has been leading effort for landowner agreements for temporary and permanent easement.
 - DPWD anticipates having final agreements with landowners as early as this Friday.

By EOM

Outstanding Items to Necessary to Achieve for Project Completion:

- California Department of Fish and Wildlife – Lake and Streambed Alteration Agreement
 - CDFW staff provided a draft agreement, District staff provided some minor comments as recommended from our biologist, CDFW indicated they had no objections to incorporating these comments and would provide a revised draft.
 - Still awaiting the revised draft. Next steps upon receiving will be to review and issue a declaration of no further comments (if true). CDFW would then finalize the LSA agreement.
 - CDFW Staff stated they would incorporate our work in "early January".
 - Completion of the LSA is required for work within Orestimba Creek, all other work can be accomplished without the LSA.
- USBR License Agreement and O&M
 - USBR has produced a Draft License Agreement 1/3/2023 and Steve Chedester has taken the lead producing a draft O&M agreement on 1/13/2023. Agencies and project partners have reviewed and provided comments on each.
 - Next steps are to incorporate comments and finalize agreement anticipated completion by the end of January.

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- Completion of the USBR license agreement is required for work within USBR right of way, all other work can be accomplished without the license agreement with USBR.
- DWR Encroachment Permit
 - Staff and consultants have been coordinating with DWR to incorporate their comments and provide all the material they require to issue an encroachment permit.
 - DWR stated they will be issuing a comment letter on our 4th submittal to delineate the revisions or items they require for a 5th submittal.
 - Completion of the Encroachment permit will be required to perform work within DWR's right-of-way, i.e. Orestimba Creek. All other work can be accomplished without the encroachment permit.
- Temporary 5-Year Water Diversion Permit
 - SWRCB staff advanced our application for public review.
 - After the review period, SWRCB may issue the temporary water right when and if comments are addressed or responded to. Timing on an issuance of the ~~Wat~~ will be dependent on the severity/validity of comments received but could be as soon as approximately 1 month after comment period ends on February 6th.
 - Issuance of a temporary water permit will be required as a condition for the release of funds under the stormwater grant agreement but is otherwise not a construction requirement.

Water Right

Staff Recommendation:

Staff recommends a motion to award the contract to the lowest responsible bidder Steve P Rados, Inc. contingent upon the finalization of the Stormwater Grant agreement and finalization of the landowner easement agreements.

Staff is confident that the remaining outstanding ^{items} are progressing well and will be completed in a time sufficient to accommodate the construction schedule.



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Los Banos, CA 93635-9952
Tel: (209) 829-1685
Fax: (209) 829-1675

www.provostandpritchard.com

January 12, 2023

Jarrett Martin, General Manager
Central California Irrigation District
PO Box 1231
Los Banos, CA 93635

RE: Orestimba Creek Recharge & Recovery Expansion Project

Dear Mr. Jarrett Martin

Bids for the above referenced project were opened at 2:00 p.m. on January 5, 2023. The low base bid totaling \$9,932,680 with the Add Alternate bid of \$20,000 making the total combined bid \$9,952,680 was submitted by Steve P Rados, Inc. The Engineer's Estimate was \$7,126,500. We recommend the project be awarded to Steve P Rados.

A complete Bid Canvass for bids received has been enclosed herewith.

Respectfully,

Calvin Monreal, Principal Engineer
CM/db

Enclosures: 1

cc: Steve P Rados, Inc.
Del Puerto Water District, Anthea Hansen
San Joaquin River Exchange Contractors Water Authority, Steve Chedester

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Bid Opening Date 1/5/2023
Prevailing Wages Required Yes

Project Manager Kevin Johansen
Project Engineer Calvin Monreal

CANVASS OF BIDS
Central California Irrigation District
Orestimba Creek Recharge & Recovery Expansion

				ENGINEER'S ESTIMATE		APPARENT LOW BIDDER		Superior Ag Construction Inc.		Arnaudo Construction		T&S Construction Co., Inc.	
						Steve P Rados, Inc.		25211 Ave 196		PO Box 174		6100 Hedge Avenue	
						2002 E. McFadden Ave Ste 200		Strathmore, CA 93267		Tracy CA 95378		Sacramento, CA 95829	
						Santa Ana, CA 92705							
Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Base Bid													
1	Mobilization/Demobilization, Bonds, Insurance, and Permits	1	LS	\$ 283,000	\$ 283,000	\$ 995,000.00	\$ 995,000.00	\$ 205,000.00	\$ 205,000.00	\$ 325,000.00	\$ 325,000.00	\$ 166,000.00	\$ 166,000.00
2	Worker Protection	1	LS	\$ 57,000	\$ 57,000	\$ 100,000.00	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 90,000.00	\$ 90,000.00	\$ 36,000.00	\$ 36,000.00
3	Miscellaneous Facilities and Operations	1	LS	\$ 85,000	\$ 85,000	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 36,000.00	\$ 36,000.00	\$ 403,000.00	\$ 403,000.00
4	Environmental Compliance Measures and SWPPP	1	LS	\$ 160,000	\$ 160,000	\$ 75,000.00	\$ 75,000.00	\$ 20,000.00	\$ 20,000.00	\$ 70,000.00	\$ 70,000.00	\$ 96,000.00	\$ 96,000.00
5	Demolition	1	LS	\$ 42,500	\$ 42,500	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00
6	Clearing and Grubbing	80	AC	\$ 1,300	\$ 104,000	\$ 246.00	\$ 19,680.00	\$ 625.00	\$ 50,000.00	\$ 375.00	\$ 30,000.00	\$ 825.00	\$ 66,000.00
7	Temporary Construction Traffic Control	1	LS	\$ 50,000	\$ 50,000	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
8	Construct Concrete Turnout Structure and Appurtenances (Orestimba Creek)	1	LS	\$ 200,000	\$ 200,000	\$ 400,000.00	\$ 400,000.00	\$ 505,937.00	\$ 505,937.00	\$ 525,000.00	\$ 525,000.00	\$ 372,000.00	\$ 372,000.00
9	DMC Toe Ditch (@ Orestimba Creek Turnout)	1	LS	\$ 80,000	\$ 80,000	\$ 95,000.00	\$ 95,000.00	\$ 30,800.00	\$ 30,800.00	\$ 67,000.00	\$ 67,000.00	\$ 31,000.00	\$ 31,000.00
10	Construct Concrete 35 CFS Rectangular Pump Station	1	LS	\$ 650,000	\$ 650,000	\$ 1,485,000.00	\$ 1,485,000.00	\$ 1,261,539.00	\$ 1,261,539.00	\$ 1,265,000.00	\$ 1,265,000.00	\$ 1,560,000.00	\$ 1,560,000.00
11	F&I 15 CFS Pump and 60 HP Motor w/VFD	1	LS	\$ 158,000	\$ 158,000	\$ 110,000.00	\$ 110,000.00	\$ 176,250.00	\$ 176,250.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00
12	F&I 10 CFS Pump and 40 HP Motor	1	LS	\$ 117,000	\$ 117,000	\$ 80,000.00	\$ 80,000.00	\$ 88,472.00	\$ 88,472.00	\$ 80,000.00	\$ 80,000.00	\$ 88,000.00	\$ 88,000.00
13	F&I 10 CFS Pump and 40 HP Motor	1	LS	\$ 117,000	\$ 117,000	\$ 80,000.00	\$ 80,000.00	\$ 88,472.00	\$ 88,472.00	\$ 80,000.00	\$ 80,000.00	\$ 88,000.00	\$ 88,000.00
14	F&I Orestimba Creek Pipeline and Appurtenances, 36" Dia PVC, C900 (DR 51, 80 psi)	1	LS	\$ 805,100	\$ 805,100	\$ 980,000.00	\$ 980,000.00	\$ 960,163.00	\$ 960,163.00	\$ 850,000.00	\$ 850,000.00	\$ 891,000.00	\$ 891,000.00
15	Stuhr Road-Jack and Bore 48" Dia- 1/2" Thick Steel Casing	1	LS	\$ 244,000	\$ 244,000	\$ 250,000.00	\$ 250,000.00	\$ 287,000.00	\$ 287,000.00	\$ 315,000.00	\$ 315,000.00	\$ 241,000.00	\$ 241,000.00
16	Remove and Replace Diversion Box at Milepost 51.65	1	LS	\$ 100,000	\$ 100,000	\$ 150,000.00	\$ 150,000.00	\$ 313,713.00	\$ 313,713.00	\$ 350,000.00	\$ 350,000.00	\$ 285,000.00	\$ 285,000.00
17	Construct 5'x5' Junction Box to Basin Pipeline	1	LS	\$ 58,400	\$ 58,400	\$ 100,000.00	\$ 100,000.00	\$ 220,063.00	\$ 220,063.00	\$ 82,000.00	\$ 82,000.00	\$ 60,000.00	\$ 60,000.00
18	F&I Basin Pipeline and Appurtenances, 42" Dia PVC, C900 (DR 51, 80 psi)	1	LS	\$ 1,925,000	\$ 1,925,000	\$ 2,313,000.00	\$ 2,313,000.00	\$ 2,589,996.00	\$ 2,589,996.00	\$ 2,750,000.00	\$ 2,750,000.00	\$ 2,674,000.00	\$ 2,674,000.00
19	Construct Basins, Canals and Concrete Turnout Structures (EW = 48,000 CY)	1	LS	\$ 850,000	\$ 850,000	\$ 1,200,000.00	\$ 1,200,000.00	\$ 950,000.00	\$ 950,000.00	\$ 900,000.00	\$ 900,000.00	\$ 1,682,000.00	\$ 1,682,000.00
20	Construct Basin Check Structures (3)	1	LS	\$ 220,000	\$ 220,000	\$ 190,000.00	\$ 190,000.00	\$ 266,188.00	\$ 266,188.00	\$ 250,000.00	\$ 250,000.00	\$ 167,000.00	\$ 167,000.00
21	Electrical	1	LS	\$ 800,000	\$ 800,000	\$ 1,220,000.00	\$ 1,220,000.00	\$ 1,889,199.00	\$ 1,889,199.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,400,000.00	\$ 1,400,000.00
Total Base Bid				Subtotal	\$ 7,106,000	Subtotal	\$ 9,932,680.00	Subtotal	\$ 9,987,792.00	Subtotal	\$ 10,020,000.00	Subtotal	\$ 10,437,000.00
A1	Add Alternate No. 1 Tree Removal	1	LS	\$ 20,500	\$ 20,500	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 44,000.00	\$ 44,000.00	\$ 21,000.00	\$ 21,000.00
				Subtotal	\$ 20,500	Subtotal	\$ 20,000	Subtotal	\$ 12,000	Subtotal	\$ 44,000	Subtotal	\$ 21,000
Total Base Bid + Add Alternate No. 1					\$ 7,126,500		\$ 9,952,680		\$ 9,999,792		\$ 10,064,000		\$ 10,458,000
Notes:													
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Project Costs Less Grants and Costs per Acre Foot of Recovery Yield OCRRP Full Project

Capital Cost	
20-Acre Capital Cost	\$ 1,190,000
60-Acre Capital Cost	\$12,641,764
Total 80-Acre Capital Cost	\$13,831,764
CALFED Grant (20 ac)	\$590,000
IRWM Grant	\$809,264
SWGPP Grant	\$5,597,986
SSGP Grant	\$2,463,617
Total Grant Funding	\$9,460,867
Total District's Cost w/o BoR Grant	\$3,770,897

80 Acre Recharge and Recovery Project Cost per Acre Foot Summary					
District	Estimated 1-Year Yield (AF)	Estimated 30-Year Yield (AF)	Capital Cost over 30-Year Yield (\$/AF)	Average Annual O&M Costs per AF (\$/AF)	Average Annual Cost (\$/AF)
CCID	3,750	22,500	\$97.31	\$72.84	\$172.49
DPWD	6,200	87,120	\$25.13	\$65.77	\$90.90

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ScholarShare as a Voluntary Employer Benefit: Del Puerto Water District

TIAA-CREF Tuition Financing, Inc. (TFI) is the plan manager and TIAA-CREF Individual & Institutional Services, LLC, member FINRA, is distributor and underwriter for the ScholarShare 529 College Savings Plan, on behalf of the ScholarShare Investment Board, an instrumentality of the State of California.

ScholarShare 529 Workplace Savings Program is a **free** voluntary benefit offered through payroll direct deposit. There is no cost to the employer and no cost to the employee for accessing ScholarShare 529 through their employer.

TFI will provide Del Puerto Water District with the following services:

<i>Support & Resources</i>	<i>Services Added</i>	<i>Delivery Dates/Notes</i>
529 educational webinars (live & recorded)	Yes	TBD
Dedicated 529 Consultant: Available to assist you and your employees with any related 529 and program specific questions.	Yes	Pavan Ravilisetty
Resources for your benefits portal: PDF Flyers, Videos and consultant's letterhead.	Yes	Once SOW and logo are received
Support the following events: Open enrollment and benefits/wellness fairs	Yes	When Applicable
Benefit announcement support: Email and flyer	Yes	Once SOW and logo are received
Promotions: ScholarShare to provide information and resources for any promotion we offer	Yes	When Applicable
Permit ScholarShare to reference employer as a WPS partner	Yes	Approved

☐ Del Puerto Water District agrees to supply TFI with its company logo and for TFI to use the logo in marketing and promotion materials (e.g. ScholarShare.com website, social media applications, or brochures). The social media push is an added benefit we make available to our Workplace Savings employer partners as it yields great brand exposure and goodwill in the public eye, while also serving to position our employer partners as desirable employment destinations.

This service can be terminated at will.

Sincerely,

Gloria Yvette Haring, Director

Name/Title

1/5/2023

Date

Name/Title

Date

TIAA-CREF Individual & Institutional Services, LLC, Member FINRA and SIPC, distributes securities. Advisory services provided by Advice & Planning Services, a division of TIAA-CREF Individual & Institutional Services, LLC

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Secretary/Treasurer

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Office (209) 892-6233 - Fax (209) 892-4013
www.PattersonID.org

VIA EMAIL

Del Puerto Water District
Attention: Anthea Hansen, General Manager
Post Office Box 1596
Patterson, CA 95363

Re: 2022 WATER TRANSFER AGREEMENT

Dear Anthea:

This letter is written in regards to that WATER TRANSFER AGREEMENT BETWEEN PATTERSON IRRIGATION DISTRICT AND DEL PUERTO WATER DISTRICT signed by PID on July 29, 2022 ("**Agreement**"), see attached. At its December 21, 2022 meeting, the Board of Directors of Patterson Irrigation District provided direction to increase the amount of Transfer Water that can be made available under Section 3 of the Agreement by up to 280 acre feet, for a total of Transfer Water to be provided under the Agreement from 716 acre-feet to up to 966 acre-feet. In addition, Section 1.h shall be modified to note that 716 acre-feet was from Water Year 2021-22 and that the 280 acre-feet was from water that was put into storage March of 2022 and is surplus. All other terms and conditions of the Agreement are to remain the same.

If the above amendment to the Agreement is acceptable to Del Puerto Water District, please sign and date below, and return the signed copy of this letter to me at your earliest convenience.

Thank you.

Very Truly Yours,


VINCE LUCCHESI, PE
General Manager

AGREED TO THIS 28th DAY OF December, 2022

DEL PUERTO WATER DISTRICT

By: 
Anthea G. Hansen, General Manager

300,000 * +
1,200 * x
280 * =
336,000 * 000 * +

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Storage Unit Lease Agreement

Client / Company: John W. Hansen
P.O. Box 1293
Patterson, CA 95363

This Storage Lease Agreement has been entered into on November 1, 2022 by and between John W. Hansen (Lessor) and Del Puerto Water District (Lessee) the parties are in agreement of the following:

Rented Space

Lessor hereby grants Lessee use of the following storage space, pursuant to the terms of this storage rental agreement:

Facility Name: Hansen Barn

Facility Address: 16836 Mistletoe Ave.
Patterson, CA 95363

Description: 1,400 SF of covered storage

Terms and Conditions

Rent

.50/Sq Ft or \$700.00/Mo.

Use of Premises

The Lessee shall use the storage unit for storage purposes only. The Lessor will hold no liability for any damages that may incur from the items being stored on the property.

Maintenance

The Lessee will keep the unit rented in a clean and well-kept condition at all times during this storage rental agreement. Should periodic maintenance or repairs be necessary, the Lessor agrees to notify the Lessee 24 hours prior to making such repairs.

Security and Liability

The Lessee understands there will be no provided security for the storage unit, and all property stored will be under the sole liability of the Lessee. The Lessor will not be responsible for any loss or damages that may incur from the storage of property.

Indemnity

The Lessee agrees to indemnify, defend, and hold harmless the Lessor from all demands, claims, actions, or causes of action (including attorney's fees and all related costs) that are brought by others arising out of Lessee's use of the storage unit.

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This storage rental agreement may not be amended, redacted, or otherwise altered except through written amendment signed by both parties.

In other words, this agreement may only be amended, redacted, or otherwise altered by mutual consent of the parties. Amendments may include changes to rent, additional rules, added or removed maintenance services, items no longer allowed in storage, and so on.

Severability

Any article of this storage rental agreement deemed unenforceable, illegal, or unfair by a court of law shall be replaced by an acceptable article accomplishing the same basic goal of protecting both parties and their rights as they relate to this storage rental agreement.

If any terms or conditions in this storage rental agreement are found to be unenforceable all remaining terms and conditions will remain in full effect.

Contact Information

Should notice or other contact be necessary, the parties to this agreement may be reached as follows:

Lessor

Name: John W. Hansen
Phone: (209) 985-0075
Address: P.O. Box 1293
Patterson, CA 95363
Email: jwhfarms@cv-access.com

Lessee

Name: Del Puerto Water District
Phone: (209) 892-4470
Address: P.O. Box 1596
Patterson, CA 95363
Email: ahansen@delpuertowd.org

Signature of Lessee

Date

Signature of Lessor

Date