



**BEAR VALLEY WATER DISTRICT**  
**BOARD MEETING**  
**February 19, 2019 - 9 A.M.**  
Conference Room  
441 Creekside Drive, Bear Valley, CA 95223  
Call- In Info: 605-475-5920 Access Code: 475-0045

**LOCATION 2:** 4852 LA CANADA BLVD, LA CANADA CA 91011

### **DECLARATION OF A QUORUM**

James Bissell, President - Stefaniya Becking, Vice President - John Boyle, Treasurer - Ken Brown, Secretary  
Gunnar Thordarson, Member

### **BOARD MEETING**

*Public comments on agenda items will be limited to 3 minutes or otherwise at the discretion of the Board Chair.*

### **PUBLIC FORUM**

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction provided the matter is not on the agenda or pending before the Board.

### **BOARD BUSINESS**

1. **The Board will consider adoption of the November 19, 2018 Board Meeting minutes**
2. **Procurement Policy – Resolution No. 497 - Discussion and Possible Action Item**
3. **Treatment Lagoon Baffle, Diffuser and Aeration System Upgrade – Preliminary Design Review**  
Discussion and Possible Action Item
4. **Operations Report – General Manager**
5. **Financial Report – General Manager**
  - 5.1 P&L and Balance Sheet Reports - Discussion and Possible Action Item
  - 5.2 Accounts Payable Report - Discussion and Possible Action Item
  - 5.3 A/R & Aging Reports – Discussion
  - 5.4 FY 2017-18 Audit - Discussion and Possible Action Item
6. **Closed Session – Public Employment (GC § 54954.5 and 54957)**  
**Public Employee Performance**
7. **Board Member Reports**

Materials related to any item on this Agenda are available for public inspection in the District Office at 441 Creekside Drive, Bear Valley, CA 95223 during normal business hours. Information on materials in the agenda is also available on the Bear Valley Water District website at <http://www.bvwd.ca.gov>, subject to staff's ability to post the documents before the meeting. Any material provided to the legislative body at the meeting by agency staff or a member of the legislative body will be available at the public meeting, documents provided by others will be available right after the meeting.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42USC, #12132) and the Ralph M. Brown Act, CA Government Code # 54954.2.

Any persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Judi Silber at 209-753-2112, during regular business hours, at least 72 hours prior to the meetings.

**LOCATION 2:** 546 LUCILLE DRIVE, INCLINE VILLAGE, NV, 89451

**MINUTES**  
**REGULAR BOARD MEETING**

**DECLARATION OF A QUORUM**

President James Bissell called the meeting to order at 9:14 A.M. Directors present were John Boyle, Treasurer, Ken Brown, Secretary, and Gunnar Thordarson, Director, attended by phone. Staff present included Jeff Gouveia and Judi Silber. No public present.

*Public comments on agenda items will be limited to 3 minutes or otherwise at the discretion of the Board Chair.*

**PUBLIC FORUM**

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction provided the matter is not on the agenda or pending before the Board.

**BOARD BUSINESS**

**1. The Board will consider adoption of the July 30, 2018 Board Meeting minutes**

Motion/Boyle Second/Bissell to accept the Minutes of the Jul 30, 2018 Meeting as corrected.

AYES: Bissell, Boyle, Brown, Thordarson

NOES:

ABSENT: Becking

MOTION CARRIED

**2. Procurement Policy- Resolution No. 497 - Discussion and Possible Action Item**

GM Gouveia estimated the cost of the treatment lagoon aeration and baffle upgrade project to be between \$100K to \$150K. GM approached legal counsel to review public contract code law and to determine if this project would meet the threshold for public bidding. Legal counsel reviewed the District's enabling statutes and determined that projects exceeding \$35K must be put out to bid and let the lowest responsible bidder. Legal counsel recommended that the Board adopt a Procurement Policy that explicitly stipulates a Purchasing Agent for the District and clarifies how public projects as well as professional services should be procured. The Board reviewed and discussed the draft Procurement Policy and after a lengthy discussion provided the GM with a series of questions and concerns to be clarified with legal counsel before accepting.

Motion Bissell Second Boyle to authorize GM to engage the District Engineer for a preliminary design for the diffuser/baffle project not to exceed \$25K.

AYES: Bissell, Boyle, Brown Thordarson

NOES:

ABSENT: Becking

MOTION CARRIED

**3. Operations Report - General Manager**

See Attachment.

#### **4. Financial Report - General Manager**

##### **4.1 P&L and Balance Sheet Reports - Discussion and Possible Action Item**

Motion Boyle Second Brown to accept the P&L and Balance Sheet Reports as presented.

AYES: Bissell, Boyle, Brown, Thordarson

NOES:

ABSENT: Becking

MOTION CARRIED

##### **4.2 Accounts Payable Report - Discussion and Possible Action Item**

Motion Boyle Second Brown to accept the Accounts Payable Reports as presented.

AYES: Bissell, Boyle, Brown, Thordarson

NOES:

ABSENT:

MOTION CARRIED

##### **4.3 A/ R & Aging Reports – Discussion**

The Accounts Receivable balance as of November 15, 2018 was \$<12,058.56> verses the balance on November 15, 2017 of \$36,306.68.

##### **4.4 Reserve Funding – Update**

The accounts and final numbers for the Reserve Funding were setup at the end of the fiscal year audit as instructed by the Board of Directors.

##### **4.5 FY 2017-18 Audit - Discussion and Possible Action Item**

Treasurer Boyle will contact Mary Cummins, CPA for a consultation or verbal interview concerning the audit and report back to the Board next meeting.

#### **5. Board Member Reports**

The next board meeting will be held on Tuesday, February 26, 2019 at 9:00 A.M.

President Bissell adjourned the meeting at 1:15 P.M.

**AGENDA ITEM**

DATE: NOVEMBER 19, 2018

TO: BVWD BOARD OF DIRECTORS

FROM: JEFF GOUVEIA, DISTRICT

GENERAL MANAGER RE: MONTHLY

OPERATIONS REPORT

---

1. Collections, Treatment & Disposal Operations - Update

a. Flows - Influent Flows & Pond Transfers

Influent Flows were 192 (MG).

Volume of Water Transferred from Treatment to Storage is .034 (MG)

b. Volumes - Storage, Capacity & Disposal

Land Application Annual Total for 2018 is 23.215 / 144.6% (MG)

Surface Discharge for 2018 is 23.6 (MG)

Current Storage Volume is 7066.3 = 5.13 (MG)

2. Permit Compliance & Monitoring & Reporting Programs (MRPs) - Update

a. WDR MRP - Land Discharge Permit - Compliance & Reporting Update

i. Reporting Status Matrix - All Reporting Submitted On-Time

ii. Groundwater Monitoring Program - All Tri-Annual Monitoring Completed; 1st & 2nd Reports Sub.

iii. August 2018 WDR Cover Letter Submission - Monthly TSS Limit Violation 32 mg/L (Permit = 30) District had a TSS violation in August. Staff applied bio-augmentation treatment, helped the BOD not the TSS. Sections of the lagoon collect solids. This provides food for Algae. Infrastructure / valves in the diffusers have failed. The violation was our TSS monthly average was 32 mg/L above our permitted discharge specification of 30mg/L.

b. NPDES MRP - Surface Water Discharge Permit - Compliance & Reporting Update

i. Reporting Status Matrix - All Reporting Submitted On-Time

ii. August 8, 2018 Notice of Violation Letter - Receiving Water Monitoring Oversight Staff missed monitoring in June 2018. Discharge was completed in May 2018 but staff was unclear that receiving water monitoring was still required in June when no discharge was occurring.

iii. August 30, 2018 NPDES Request for Changes to Monitoring Frequency & Non-Discharge Monitoring. GM is working with Regional Board to potentially amend the permit to remove certain monitoring requirements.



### 3. Other

#### a. Aeration System Upgrade Research - Tentative FY19-20 Capital Project

No As Built drawings. Staff drew down the lagoon to determine inlet / outlet points. With baffle in its current condition, the lagoon is operating as one cell instead of two and potentially short circuiting. Of the original (36) coarse bubble diffusers installed, only (20) are currently operational. New systems employ small bubble technology. The buried air header has holes in it, is losing air pressure and appears to have reached the end of its' useful life. GM also investigated post treatment filtration as an alternative.

#### b. DSOD Dam Break Analysis and Inundation Mapping – Update

i.

As of October, the DSOD had not yet released the final regulations. Mead and Hunt are waiting on the final regulations before proceeding and plan to provide the District with a report (4) months after regulations are released. GM estimates the total for this project to be \$19,614. The first invoice received was in the amount of \$1,504.

#### c. Alpine County Multi-Jurisdictional Hazard Mitigation Plan - FEMA Approval Letter

Alpine County received a letter from FEMA regarding their final review of the Alpine County Mitigation Plan. They found the plan to be in conformance with Title 44 Code of the Federal Regulations.

#### d. Lake Alpine Water Company Resolution W-5175 - General Rate Increase

Lake Alpine Water has increased  $\frac{3}{4}$ " connections by \$21.74 a month. Metered water rate will increase \$2.86 per month.

#### e. Bee Gulch Lift Station Upgrade – Complete

New ultrasonic valve, manifold now on wall, an outside lid to valve, new control panel, and new Crane. The new panel is cellular ready, just waiting for A.T.&T. to install the new 40' tower on top of the 60' tower. Currently there is no cellular signal in the Lake Alpine Basin.

#### f. New Lake Alpine Lodge Ultrasonic Flow Meter Installation

#### g. October 2018 Newsletter & E-blast

The October 2018 Newsletter focused on the District's commitment to Transparency, 2018-19 Budget priority of the lift station upgrade at Lake Alpine, the update of the system capacity and the revised new customer capacity fee, a reminder not to flush fats, oils, and grease down the drain, and the new dam requirements.

#### h. Staff Training – Update

GM informed the Board of the recent classes taken by himself and Office Manager Silber. Jeff recently attended a Public Contracting Requirements and Bidding in California class, along with attending a Nexgen Asset Management Conference. Office Manager Judi Silber attended a Human Resources Boot Camp class in Sacramento.

	Statute	Comment
Enabling Statute	Water Code § 71000 et seq.	Bear Valley Water District is a Municipal Water District
Public Construction Requirements	Public Contract Code § 20640 et seq.	
Competitive Bid Threshold	Public Contract Code § 20642	Public works contracts \$35,000, or more, shall be let to the lowest responsible bidder, after publication of notice inviting bidders
Competitive Bid Requirements	Public Contract Code § 20644	The Board may establish the manner of calling for bids and letting contracts
Publication Requirement	Public Contract Code § 20642	Manner prescribed by Board
Design-Build Authority	Public Contract Code § 22160 et seq.	<ul style="list-style-type: none"> <li>• Projects exceeding \$1,000,000</li> <li>• Project is defined as the following: <ul style="list-style-type: none"> <li>○ Construction of regional and local wastewater treatment facilities</li> <li>○ Regional and local solid waste facilities</li> <li>○ Regional and local recycling facilities</li> </ul> </li> </ul>

**RESOLUTION NO. 497**

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO APPROVE  
PAYMENT OF BILLS AND EXECUTE CONTRACTS IN ACCORDANCE WITH THE  
ADOPTED BUDGET**

WHEREAS, the Bear Valley Water District (the "District") is a public agency duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District' regularly meets on a quarterly basis; and

WHEREAS, the District adopts a budget each year; and

WHEREAS, there is a need to make contracts and approve payment of bills to accomplish the goals set forth in the budget between meetings;

NOW, THEREFORE, BE IT RESOLVED that the General Manager is authorized to make contracts and approve payment of bills to accomplish the goals set forth in the budget adopted by the Board of Directors, up to the amount specified in each budget category, provided that any expenditure or contract which is made pursuant to a competitive bid as required by the District's Procurement Policy shall require approval of the Board of Directors; and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign warrants or checks to pay such approved bills set forth in this Resolution upon obtaining approval of the Board President; and

BE IT FURTHER RESOLVED that all bills and contracts approved and paid by the General Manager subject to the Resolution be ratified by the Board of Directors at the next meeting of the Board of Directors.

PASSED AND ADOPTED by the Board of Directors, at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

Bear Valley Water District

By: \_\_\_\_\_  
\_\_\_\_\_, PRESIDENT

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, SECRETARY

CERTIFICATION

I, \_\_\_\_\_, Secretary of the Bear Valley Water District, do hereby certify that the foregoing is a full, true and correct copy of a resolution of the Bear Valley Water District duly passed and adopted at a regular meeting of the Board of Directors thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
\_\_\_\_\_, SECRETARY

EXHIBIT A

BEAR VALLEY WATER DISTRICT PROCUREMENT POLICY



## **Bear Valley Water District Procurement Policy**

This Procurement Policy is adopted in order to establish efficient procedures for the Procurement of services, Personal Property, Professional Services, and/or Public Projects to clearly define authority for the purchasing function of the District.

### **I. Definitions**

The following definitions shall apply to the terms as they appear in this Policy:

- a. "Board of Directors" means the Board of Directors of Bear Valley Water District.
- b. "Competitive Bidding" means the process set forth in Section IV of this Policy establishing the requirements for public advertisement for the submission of sealed bids, the public opening of bids, and recommending award of contracts to the lowest responsible bidder that is responsive to the solicitation for bids.
- c. "District" means the Bear Valley Water District.
- d. "Emergency" shall have the same meaning as set forth in Public Contract Code section 1102, which currently reads, "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."
- e. "Maintenance" shall have the same meaning as set forth in Public Contract Code section 22002, which currently means routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes, minor repainting, landscape maintenance, and work performed to keep, operate, and maintain publicly owned waste disposal systems.
- f. "Personal Property" means equipment, goods, and supplies purchased by the District.
- g. "Policy" means this Bear Valley Water District Procurement Policy.
- h. "Procurement" means the purchase or otherwise compensatory securing of Personal Property, services, Professional Services, or Public Projects.
- i. "Professional Services" shall have the same meaning as set forth in Government Code section 53060, as it is amended from time to time, which currently means any type of special service or advice in financial, economic, accounting, engineering, legal, or administrative matters by persons specially trained and experienced and competent to perform the special services required. Such services include but are not limited to architectural; engineering; environmental; financial; land surveying; construction management; audits; training services; legal services; preparation of planning or studies; technology application development; and personnel, job classification and benefit studies.
- j. "Public Project" shall have the same meaning as set forth in Public Contract Code section 22002, as it is amended from time to time, which currently means "construction, reconstruction, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility." Maintenance work is not considered a Public Project for purposes of this definition."

## **II. Purchasing Agent Designated**

The General Manager is the designated Purchasing Agent. The Purchasing Agent may delegate all or a portion of the Procurement duties to any District staff member. The Purchasing Agent shall have the authority to:

- a. Authorize Procurements in accordance with the procedures outlined in this Policy up to the expenditure limits established by resolution of the Board of Directors;
- b. Sign contracts for Procurements in accordance with the requirements of this Policy;
- c. Prepare and recommend to the Board of Directors revisions and amendments to this Policy;
- d. Establish and maintain such forms as reasonably necessary to the operation of purchasing guidelines set forth in this Policy;

## **III. Procurement of Public Projects up to \$35,000**

If the amount or value involved in a Procurement of a Public Project is less than \$35,000, the Purchasing Agent may execute the Procurement without written bid, by informal price checking through telephone or mail inquiry, comparison of prices on file or otherwise, subject to the expenditure limits established by resolution of the Board of Directors.

At the discretion of the Purchasing Agent, the Procurement of a Public Project the value of which is less than \$35,000, the Competitive Bid process in Section IV of this Policy may be used.

## **IV. Procurement of Public Projects Exceeding \$35,000**

When the aggregate amount or value of services, labor, and materials for a Public Project exceeds \$35,000, the Purchasing Agent shall conduct Competitive Bidding as follows:

- a. Prepare notice inviting sealed bids that includes a general description of the Public Project, where bid forms and specifications may be obtained, and the time and place for bid openings.
- b. Notice inviting sealed bids shall be posted on the District's website at [www.bvwd.ca.gov](http://www.bvwd.ca.gov), and may be provided to select trade journals, at least 10 days before the date of opening bids.
- c. The Purchasing Agent may also identify and solicit sealed bids from any responsible prospective bidders and may advertise the notice inviting sealed bids in any applicable publications.
- d. Bidders shall be required to submit a bid deposit or bond. A successful bidder shall be liable for any damages upon the bidder's failure to enter into a contract with the District or upon the failure to perform in accordance with the tenor of their bid.
- e. California law requires all public projects in excess of \$25k to have a performance bond. Any person or entity entering into a Public Project contract in



excess of \$25,000 with the District shall be required to furnish a faithful performance deposit or bond as required by California law.

- f. Sealed bids shall be opened in public at the time and place stated in the public notices.
- g. Public Project contracts shall be awarded by the Board of Directors to the lowest responsible bidder.
- h. The Board of Directors retains the discretion to reject any and all submitted bids and re-advertise for bids.

## **V. Purchasing Agent Authority to Identify and Conduct Competitive Bidding of Public Projects**

The Purchasing Agent shall have the authority to conduct Competitive Bidding for a Public Project specifically identified in the District's approved Budget, regardless of amount, without further approval.

However, when a Public Project has not been identified in the District's approved budget, such as between budget cycles or when an unanticipated Public Project becomes necessary, the Purchasing Agent shall have discretion to identify Public Projects and conduct Competitive Bidding subject to the limitations set forth below. In any event, the authority to award a Public Project in excess of \$35,000 resides with the Board of Directors.

- a. The Purchasing Agent may conduct Competitive Bidding for a Public Project where the value of the Public Project is not anticipated to exceed \$36,000
- b. The Purchasing Agent shall obtain approval of the Board President prior to conducting Competitive Bidding for Public Project where the value of the Public Project is anticipated to be between \$36,000 and \$49,000
- c. The Purchasing Agent shall obtain approval of the Board of Directors to conduct Competitive Bidding for Public Project where the value of the Public Project is anticipated to exceed \$50,000
- d. This Section of the Policy shall not alter any additional requirements for Procurement of Public Projects identified in this Policy.

## **VI. Procurement of Professional Services**

If the amount or value involved in a Procurement of Professional Services is less than the expenditure limits for the Purchasing Agent established by resolution of the Board of Directors, the Purchasing Agent may allow the Procurement on the basis of demonstrated competence and qualifications for the types of services to be performed.

All Procurements for Professional Services that exceed the expenditure limits established by resolution of the Board of Directors shall be approved by the Board of Directors at a Regular or Special Meeting thereof. The Purchasing Agent shall strive to obtain verbal quotes from Professional Services providers for Procurements of Professional Services exceeding the expenditure limits established by resolution of the Board of Directors. If verbal quotes cannot be



obtained, the Purchasing Agent must make a report to the Board of Directors that includes findings that Professional Services providers were not available.

## **VII. Procurement of Personal Property and Services**

For Procurement of Personal Property and services that are not Public Projects or Professional Services, the Purchasing Agent has discretion to make the Procurement within the expenditure limits established by resolution of the Board of Directors. The Purchasing Agent shall execute these Procurements through careful and diligent product and price analysis utilizing informal price checking through telephone or e-mail inquiry, comparison of prices on file or other procedures as established by resolution of the Board of Directors.

The Purchasing Agent shall obtain approval from the Board of Directors' for Procurement of Personal Property and services in excess of the established expenditure limits.

If the Procurement of Personal Property is intended for use on, or for, a Public Project, the purchase price of the Personal Property shall be added to the aggregate amount of all materials and labor required for the Public Project to determine whether the labor portion of the Public Project is subject to Competitive Bidding.

Example: Procurement of Personal Property for use on Public Project X = \$34,000

Procurement of services required for Public Project X = \$ 1,500

The services are subject to Competitive Bidding because aggregate value of Public Project X is \$35,500 (\$34,000 + \$1,500)

## **VIII. Contracting During Declared Emergency**

In the event of an Emergency, the District, pursuant to a four-fifths vote of the Board, may repair or replace a public facility, take any directly related and immediate action required by that Emergency, and procure the necessary equipment, services, and supplies for those purposes, without following the purchasing procedures prescribed by this Policy.

The Board has authorized the General Manager, or its designee, to approve Emergency Procurements and take action set forth in this Policy and shall report to the District Board, at its next meeting, the reasons justifying why the Emergency did not permit a delay resulting from competitive solicitation and why the action was necessary to respond to the Emergency.

## **IX. Conflict of Interest**

All Procurements made pursuant to this Policy shall be subject to the limitations and requirements set forth in the District's Conflict of Interest Policy.



# AGENDA ITEM

**DATE:** FEBRUARY 19, 2019

**TO:** BVWD BOARD OF DIRECTORS

**FROM:** JEFF GOUVEIA, DISTRICT GENERAL MANAGER

**RE:** TREATMENT LAGOON BAFFLE & DIFFUSER UPGRADE

---

## BACKGROUND & DISCUSSION:

Construction plans prepared by Gretzinger & Weatherby Civil Engineers suggest *the Bear Valley Sewage Treatment Facility* was designed between February and May of 1974. As-built notations in the construction plans indicate the facility was eventually constructed in the summer of 1975. Presumably, a lagoon system was selected among various treatment solutions available at the time for the same reason lagoons remain effective today:

- Lagoons systems can be cost-effective to design and construct in areas where land is inexpensive
- Lagoons use less energy than most wastewater treatment methods
- Lagoons are simple to operate and maintain
- Lagoons can handle intermittent use and shock loadings better than many systems, making them a good option for campgrounds, resorts, and other seasonal properties.

Wastewater in lagoons is treated through a combination of physical, biological, and chemical processes. Much of the treatment in lagoons occurs naturally and, where aeration is utilized, treatment becomes more efficient, requiring less land area, providing for shorter hydraulic detention times (HRT), allowing systems to treat more wastewater and in some cases offsetting energy costs.

As designed, the partial-mix lagoon at the Sewage Treatment Facility included (36) coarse-bubble submerged diffusers (RAMCO) in a two-cell system separated by a cedar baffle wall. The inclusion of the baffle was to ensure increased hydraulic residence time by slowing down the movement of raw influent from one cell one to cell two and thereby improving effluent quality by providing for extended aeration and treatment in each cell. Like much of the original engineering for the District, this lagoon design has proven overwhelmingly successful for nearly 45 years and provided high quality effluent for as many years.

Yet, today the system shows many signs that it is at the end of its useful life. As discussed with the Board over the past several years, the problems with the system are widespread:

- Much of the baffle wall has failed creating potential short-circuiting between the two cells
- Approximately (16) of the original (36) diffusers are either clogged or are otherwise non-operable
- Increased back pressure in the system is occurring stressing the blower
- Effluent quality (BOD, TSS) has diminished and increasingly challenged permit compliance
- Treatment efficiency has diminished and energy use increased to maintain compliance

Additional TSS in the final effluent, the most pressing issue facing permit compliance, can derive from rising sludge deposits, pond turnover, short-circuiting and algae. Based on recent sludge surveys performed by District staff, sludge is compiling where the current diffusers are currently inoperable as well



as in the quiescent zone. According to the solids distribution diagram attached, there is also evidence of sludge accumulation at the inlet, in the far end and corners and half way back on the outlet side.

Staff has identified the District's treatment lagoon as the most critical component of the treatment facility in need of attention as many of the components in the system are at the end of or even beyond their useful life making the District vulnerable to compliance issues in both the short and long term.

#### **RESEARCH AND ANALYSIS:**

Therefore, under the guidance of the District Engineer, the General Manager solicited proposals from eight (8) internationally reputable wastewater aeration providers specializing in lagoon diffuser solutions.

The firms contacted and solicited for proposals included:

- Triplepoint Water Technologies, LLC
- Environmental Dynamics, Inc.
- Aeration Industries International
- Flygt Xylem Sanitaire
- Bioworks Oxiworks
- Nexom
- Mazzei
- Nan O2
- Invent
- Reliant Lagoon Master

Each firm queried agreed that the layer of sludge at the bottom of any partial-mix lagoon may eventually accumulate if not properly mixed and solids release from this sludge along with seasonal algae is likely contributing to the TSS excursions. Each of the firms solicited requested and reviewed the District's loading and flow data and recommended an aeration upgrade prior to any tertiary installation, concurring that the TSS problem could very well be rectified with increased mixing, O<sub>2</sub> transfer and normalized TSS : BOD ratios. TSS is not a critical value in aeration modeling but it does mirror BOD reduction generally in a 1.5 : 1.0 ratio. The District's current ratio of TSS to BOD in the final effluent (3.0 : 1.0 TSS to BOD) suggests old sludge and algae as the primary TSS contributors. A 1.5 : 1.0 ratio of TSS to BOD is a normal range. Optimally, each firm recommend measures to normalize this ratio in-pond vs. treating it on the backside.

#### **RECOMMENDATION:**

The proposals received from the eight (8) aeration firms which submitted proposals are responsive to the request and appear to provide the requested deliverables in order to assist the District in upgrading the lagoon diffuser network. Each of the firms appears to have similar experience and qualifications with lagoon solutions in California and offer licensed and experienced professionals.

Each proposal recommended removing the District's old aerators, repairing or replacing the baffle wall to retain sufficient HRT and installing new fine bubble diffusers to oxidize existing sludge and eventually maintain a healthy biological treatment environment. However, only the Triplepoint Water Technologies, LLC "MARS" system provided installation, operational and maintenance solutions which far better suited the District's unique site specific conditions.

Specifically, the MARS system was the only solution that could comfortably accommodate variable water levels in the lagoon, critical during atmospheric river events where the District drops the water level to ensure sufficient hydraulic capacity or when then District performs maintenance on the lagoon. The MARS system is also the only solution engineered to allow the diffusers to be moved around the bottom of the lagoon floor to help oxidize existing sludge in the corners, against the baffle wall and at the inlet



and outlet points. All the other solutions call for static position diffusers with no option to move them around to oxidize existing sludge. With respect to installation, the MARS system was the only solution that did not require replacing 500+ linear feet of buried air header around two full sides of the lagoon and anchoring floating laterals to opposite shore tethers. Instead, the MARS system calls for only 160 linear feet of new air header on one berm, dramatically reducing the public works cost component of the project as well as providing for enhanced air pressure from the blower(s) to each diffuser without substantial friction loss.

Triplepoint proposes eight (8) MARS aerators in Cell A and four (4) in Cell B and is designed to accommodate growth to approximately twice the current capacity, capable of treating average daily flows up to 120,000 GPD with up to 362 mg/L BOD influent concentration. The MARS solutions models BOD effluent at single digits year around and with TSS generally corresponding to BOD in a 1.5:1 ratio. Odor mitigation will be significant as there will no oxygen demand left in the treated effluent, a key cause of odors. Existing organic solids (bioavailable portion) will be mixed and oxidized over a season of acclimation resulting in increased volume and additional HRT leading to overall system health. The general scope of supply offers a conservative design for the District giving operators significant fine tuning capabilities and removes concern of needing additional treatment for many years.

The capacity Triplepoint have designed for would provide for an approximate additional 545 homes using a conservative 110 GPD per household (EPA standard is 90 GPD per household). This more conservative design criteria covers a lot of contingences such as odor hedge, future growth and loading upsets.

In the event average daily flows get within 80% of 120,000 GPD (or 96,000 GPD ADF), then Triplepoint has recommended the District begin planning for expansion of the MARS system.

Several expansion capabilities are available to augment Triplepoint's proposed scope.

1. Tap a new manifold port between the tee on the dike and the current manifold on both cells. Use one manifold for furthest runs and additional aerators and the other manifold for shorter runs. This would double the system to approximately 240,000 GPD and would require bringing the District's reserve blower back online.
2. To expand further, Triplepoint recommends extending the current header another 30' in either direction and adding a third manifold on either side. This would increase capacity to about 360,000 GPD with more blower capacity required.
3. For flows above 360,000 GPD, Triplepoint recommends recalculating the header dimensions to make sure sizing is not too restrictive.

**Award the Bear Valley Lagoon Aeration Upgrade to Triplepoint Water Technologies, LLC for \$69,966 per their proposal.**

**ACTION:**

1. Motion to Accept the proposal from Triplepoint Water Technologies, LLC. for \$69,966

Attachments:

- Triplepoint Proposal – Aeration Upgrade Scope of Supply, Preliminary Diffuser Layout
- BVWD October 2018 Sludge Survey – Solids Distribution Diagram
- BVWD 18 Year Flow Summary
- Table of Proposals from Aeration & Diffuser Firms





**Midwest Office**  
1010 W. Lake Street | Suite 503 | Oak Park IL 60301

Tel: 312 428 4634 | Fax 312 957 4712  
info@tpenv.com | tpenv.com

## PROPOSAL – AERATION UPGRADE

**PROJECT NO.:** 3173R6

**PROJECT NAME:** Bear Valley Water District

**PROJECT LOCATION:** Bear Valley, CA

**DATE:** February 5, 2019

### PREPARED FOR

Jeff Gouveia  
General Manager  
Bear Valley Water District

C/O

Ray Sprague  
JBI Equipment

### PREPARED BY

Triplepoint Environmental, LLC  
Tom Daugherty, Western Region Manager  
Office: (312) 428-4634  
Fax: (312) 957-4712  
Cell: (208) 699-7090  
Email: [tomd@tpenv.com](mailto:tomd@tpenv.com)

## Basis of Design

District seeks to upgrade aerated lagoon to more efficiently achieve discharge criteria based on values in the summary basis of design chart below. Values were derived from owner supplied data and operational preferences. A detailed basis of design is attached herewith.

Parameter	Influent Average	Effluent Design Criteria
Flow	0.062 MGD	0.120 MGD
BOD5	266/308 mg/L <sup>1</sup>	< 10 mg/L
TSS	363 mg/L <sup>2</sup>	< 30 mg/L
Ammonia as N	34 mg/L	13 mg/L

1. 266 mg/L is most current average loading. The scope of supply will offer equivalent treatment to 308 mg/L at the design flow rate of 120,000 gpd.
2. TSS influent concentration was averaged from 2016-2018 available data.

## Discussion

### Layout and Existing Infrastructure

The current blower has adequate air for the proposed aeration scope at the design conditions. VFD turndown or on/off timing is advised to achieve the most efficient operating scheme to be determined after startup and acclimation. An existing buried air header from the blower to the nearest dike is verified as 8" ID stainless steel. A scope of supply is attached herewith to replace the existing header that runs the length of the nearest dike with CPVC piping and fittings. Note: The supplier data sheet from Gardner Denver suggests exit temperatures of 274F. It is assumed the stainless header will dissipate temperatures to near 225F as reaches the tee on the dike. CPVC is rated to 225F.



Triplepoint proposes eight MARS aerators in Cell A which receives raw influent and four in Cell B which is the effluent side of the baffle. The specific final aerator layout is to be decided with site management to maximize solids oxidation at startup and during acclimation. The aerators may need to be repositioned after one full season of operation. The on-shore manifolds will be situated below grade. Manifold and header blow out vaults to be provided by others.

**System Performance:** The proposed MARS aeration system is designed to accommodate growth to approximately twice the current capacity, capable of treating average daily flows up to 120,000 gpd with up to 308 mg/L BOD influent concentration. BOD effluent values are modeled at single digits year around. TSS generally corresponds to BOD in a 1.5:1 ratio so will help the system with TSS excursions. Odor mitigation will be significant as there will no oxygen demand left in the treated effluent, a key cause of odors. Existing organic solids (bioavailable portion) will be mixed and oxidized over a season of acclimation resulting in increased volume and additional HRT leading to overall system health. Non-organic solids, e.g. silt, sand, plastics and the like will be unchanged. The scope of supply offers a conservative design giving operators significant fine tuning capabilities and removes concern of needing additional treatment for many years.

Triplepoint has a robust solution for retrofitting a lagoon or servicing individual aerators without dewatering.



*The aerators are placed into position from a floating vessel. Air is fed to manifolds on shore via a header from the blower. Each manifold port features a ball valve linking to the aerators by weighted air hose allowing for individual aerator control.*

### Scope of Supply

Equipment	Quantity	Unit
MARS 750T Tube Aerators with Coarse and Fine Bubble	12	ea
High-flow Flexible Weighted Airline: From Manifold to Aerator	2700	ft
Ball valves for individual aerator control and barb set	12	ea
Custom Welded 304 Stainless Steel Manifold, 6-Port (2 caps)	1	ea
Custom Welded 304 Stainless Steel Manifold, 8-Port	1	ea
316 Stainless Steel hose clamps	24	ea
Detailed Installation and layout plan (Shop Drawings)	1	ea
Person Days Triplepoint Installation Supervision, Start-up, and Training	2	ea
Freight FOB factory (TBD) (estimate \$2000-\$3000) (approximately 10-11 pallets)	0	lot
<b>TOTAL PRICE:</b>	<b>\$69,966</b>	



## **Conditions of Sale**

### *Price and Payment*

The quote in this proposal is in US Dollars and does not include applicable federal or state taxes, fees, or tariffs. It remains valid for a period of 45 days. Fifty (50) percent of the quote price is due upon contract acceptance, forty (40) percent upon shipment and ten (10) percent upon startup.

### *Installation*

Triplepoint Environmental will provide installation supervision as part of this proposal along with certification of proper installation once complete. All installation labor is the responsibility of the customer. A separate proposal can be supplied for aeration and baffle installation. A floating vessel is required for installation.

### *Supplied by Others*

Air headers are not included in this scope of supply. Installation and blower connection to air distribution header and integration to SCADA or other plant specific data recording schema are not included. Site specific preferred embodiments of installation such as exterior conduit runs, cable ties, and the like are not included.

### *Delivery*

The MARS Aeration diffusers and tubing will be delivered within a period of 8-10 weeks after submittal approval or receipt of purchase order. All packing and shipping costs are FOB origination unless otherwise quoted herein. Customer is responsible for paying all taxes and fees associated with shipping.

### *Blowers*

All blowers to provide the recommended airflow for each MARS option at the recommended pressure found in the basis of design document attached herewith.

### *Warranty*

Triplepoint Environmental offers the most competitive warranty in the industry, ensuring that your MARS products are free from defects in material or workmanship for a period of one (1) year from the date of installation completion.

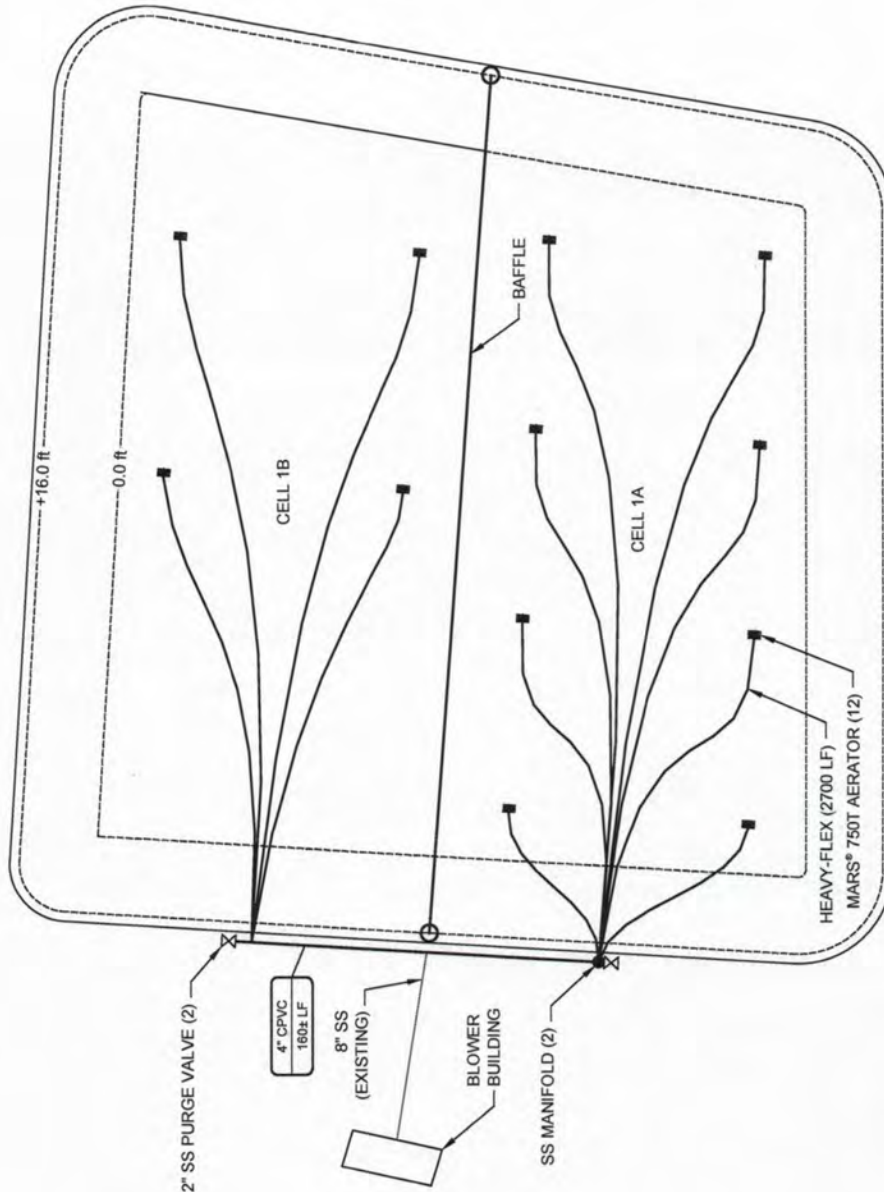
### *Limits of Liability*

Triplepoint Environmental shall not be liable for any loss of profits, business, goodwill, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this quote.

## **CONFIDENTIALITY NOTICE**

The MARS Aeration system is the subject of one or more confidential patents filed in the United States Patent Office. The Client, Engineer, and any other parties contracted recognize the importance of maintaining the continued confidentiality of the design of the MARS Aeration system. The Client, Engineer and any other parties contracted agree that they shall not sell, transfer or disclose any such confidential information relating to the design of the MARS Aeration system to any other person, organization, or corporation without the express written authorization of Triplepoint Environmental LLC and pursuant to an enforceable agreement of confidentiality, except as required by law or as necessary in connection with the use, operation, maintenance, repair, or replacement of the system. Additionally, the Client, Engineer and any other parties contracted all agree to preserve the confidentiality of this proposal and all materials attached and not to distribute or copy such materials for any other parties not previously authorized by Triplepoint Environmental LLC.

# PRELIMINARY AERATION LAYOUT BEAR VALLEY, CA



**PRELIMINARY  
INFORMATION ONLY  
Do Not Use For Construction**

## TYPICAL SCOPE OF SUPPLY

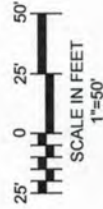
ITEM	DESCRIPTION	TPE	BYO
1	BLOWERS	X	
2	BLOWER PADS/BUILDING		X
3	HEADER PIPING & VALVES		X
4	LATERALS AND/OR RISER STUBS		X
5	AERATOR CONTROL MANIFOLDS	X	
6	AERATOR CONTROL VALVES	X	
7	FLEXIBLE TUBING	X	
8	AERATORS	X	

TPE = TRIPLEPOINT ENVIRONMENTAL  
BYO = BY OTHERS

NOTE: This scope of supply is typical. Check quotation from Triplepoint Environmental, LLC for complete scope of supply.

### NOTES:

- EXISTING CONDITIONS ARE TAKEN FROM AERIAL PHOTOGRAPHS, FIELD OBSERVATIONS, AND/OR PRIOR CONSTRUCTION DOCUMENTS. WHEN AVAILABLE, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
- DRAWINGS ARE INTENDED FOR PLANNING PURPOSES TO PROVIDE A GENERAL OVERVIEW OF INSTALLATION OPTIONS AVAILABLE FOR USE WITH THE TRIPLEPOINT AERATION SYSTEM. REVISION MAY BE NECESSARY TO ACCOMMODATE PROJECT-SPECIFIC FEATURES.
- ALL DIMENSIONS AND SIZES ARE PRELIMINARY AND MAY NEED TO BE ALTERED DURING DETAILED DESIGN.
- IT IS RECOMMENDED THAT HEADER PIPE BE BURIED OR INSTALLED ON FLAT SURFACE OF BERM. ADDITIONAL PIPE SUPPORT WILL BE REQUIRED FOR INSTALLATION OF HEADER ON SLOPED PART OF BERM.
- EXPANSION JOINTS, ISOLATION JOINTS, PIPE RESTRAINTS, AND PIPE SUPPORTS MAY BE REQUIRED. CONTRACTOR SHALL CONSULT CONSTRUCTION DOCUMENTS FOR REQUIREMENTS AND SPECIFICATIONS.
- HEADER AND LATERAL PIPE OPTIONS INCLUDE: BURIED, EXPOSED, FLOATING OR SUBMERGED.



## PRELIMINARY AERATION LAYOUT

BEAR VALLEY, CA  
IMPROVED AERATION

TRIPLEPOINT ENVIRONMENTAL  
1140 E LANE STREET, SUITE 201, OAK PARK, IL 60221  
(708) 449-8844 FAX (708) 449-0133



West Jackson County WWTP Ocean Springs, MS. View 7/4/02. Installed February, 2011.

#### TRIPLEPOINT WATER TECHNOLOGIES - DEDICATED TO CLEANING THE WORLD'S WATER

With hundreds of installations worldwide, Triplepoint is an innovative leader within the wastewater treatment industry that fosters collaborative relationships with its customers. With steadfast belief in the philosophy that People are more important than Profit, we pledge to provide you with the most authentic, long-term solution available. These solutions are built on the shoulders of more than 30 years of professional wastewater engineering experience. Company-wide commitments to excellence, sound research, adaptability, and environmental consciousness is what separates Triplepoint from the competition. We don't just sell products - we provide solutions.

#### CONTACT US:

Triplepoint Water Technologies LLC  
611 Stevens St.  
Geneva, IL 60134

Toll Free: (800) 654 9307  
Phone: (630) 208 0720  
Fax: (630) 208 9895  
info@triplepointwater.com  
www.triplepointwater.com



## MARS AERATION SYSTEM

Mixing. Aerating. Lagoons.





## THE MARS AERATION SYSTEM

*The MARS Aeration System utilizes industry-leading submerged aeration diffuser technology, providing effective mixing and efficient aeration in a portable unit. MARS Aerators are simple to install: each self-weighted unit is connected to an on-shore air supply via flexible weighted tubing and lowered into the water. Maintenance is just as easy and can be completed from the surface without incurring system downtime. This modular design allows for the MARS to be implemented in any size wastewater facility, from single user systems to full-scale municipalities.*

### DOUBLE BUBBLE TECHNOLOGY™

**Coarse Bubble Mixing:** Large bubbles are released at the bottom of the static tube creating a draft that pulls water and liquefied organic matter up from the basin floor and through the unit. This produces a highly agitated water column that thoroughly mixes and circulates the entire wastewater tank or lagoon.

**Fine Bubble Efficiency:** Fine bubble diffusers surround the static tube, maximizing oxygen transfer efficiency (OTE) while minimizing energy consumption. Enhanced by coarse bubble mixing, the fine bubble oxygenation provides the ideal environment for biological treatment.

**Optimized Energy Distribution:** The MARS Technology's modular design allows for treatment to be evenly distributed throughout the entire lagoon, mixing and aerating from the basin floor to the surface.

# EFFICIENT MIXING & AERATING ONE PORTABLE UNIT

### COST EFFICIENT INSTALLATION

**Ease of Installation:** The self-weighted, portable, and modular design allows an entire MARS Aeration System to be quickly installed from the surface without ever taking the lagoon offline. This keeps effluent levels within permit, even during a system-wide upgrade.

**High Airflow and Mixing Capacity:** Due to the MARS' industry leading high airflow and mixing capabilities, the total number of units necessary to treat a facility is minimized. As a result, costs from installation materials, labor, and long-term maintenance are all greatly decreased.

### LOWER MAINTENANCE COSTS

**Ease of Maintenance:** Each MARS Aerator is self-weighted, portable and equipped with a stainless steel tether and locator float. When necessary, individual units can be easily lifted to the surface for servicing without the expense of dewatering or the inconvenience of system downtime.

**Centralized Air Supply:** Air can be supplied to the entire MARS Aeration System by a single, centralized on-shore blower. If needed, additional blowers can be provided to meet sizing, layout, or redundancy requirements. For further energy savings and control, Variable Frequency Drives (VFD) and dissolved oxygen (DO) meters can be incorporated.

**Anti-Fouling design:** The MARS Aerator resists fouling in several ways:

- Utilizing self-checked fine & coarse bubble diffusers
- Using self-cleaning EPDM membranes
- Elevating the diffusers above accumulated solids
- Eliminating all submerged moving parts



Installation of MARS Aerators with optional service barge



# MARS PRODUCT LINE

The versatility and portability of the MARS Aerator make it ideal for wastewater facility retrofits. MARS Aeration is frequently used to upgrade treatment plants with clogged fine bubble diffusers, inefficient coarse bubble aerators, or broken down surface aerators. Durable construction, fast and simple installation, and low operation and maintenance costs, coupled with its superior oxygenation and mixing performance, make the MARS Aerator the preferred choice for efficiency, reliability, and longevity.

## MODELS OPTIMIZED FOR YOUR APPLICATION

The MARS Aeration System includes a broad range of product models and options. Triplepoint's engineering team designs systems that are customized to meet your facility's unique requirements while targeting the fastest possible project payback period—often 12-36 months.

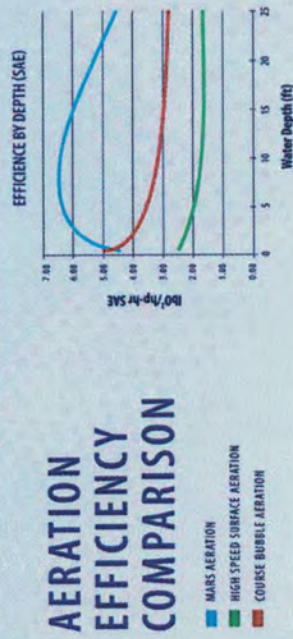
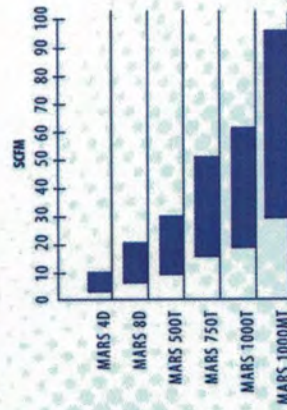
## DESIGNED FOR RELIABILITY

All products are manufactured in the USA from the finest industrial-grade materials and have proven resilient in the harshest municipal and industrial wastewater environments. The MARS even excels at cold-weather operation, as all equipment is installed below the surface of the water. Whether it's the compact, rugged frame, stainless steel fittings, lack of moving parts, or the Anti-Fouling diffusers, every component has been selected and tested to provide many years of worry-free operation.

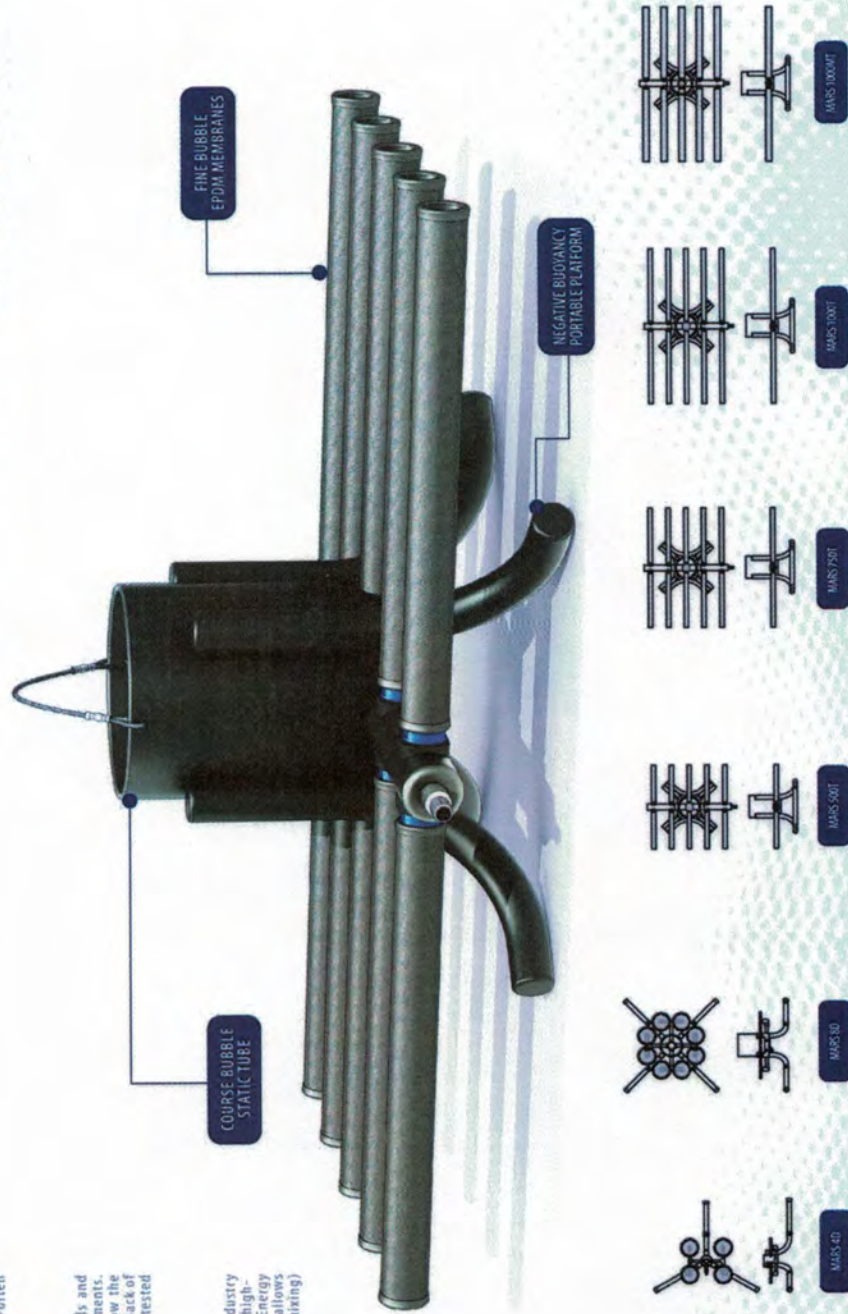
## ENERGY EFFICIENCY

Extensive independent testing has proven that the MARS Aerator has a best-in-industry Standard Aeration Efficiency (SAE). The MARS is 50-60% more energy efficient than high-speed surface aerators and 40-50% more efficient than coarse bubble diffusers. Energy efficiency is further enhanced by the patented Double-Bubble Technology, which allows custom optimization of each system's fine bubble (oxygenation) and coarse bubble (mixing) demands.

## MARS RECOMMENDED AIRFLOW



\*Based on lab testing in clean water. Not for design purposes.





# YOUR SOLUTION IS OUR GOAL

## 30 YEARS OF AERATION EXPERIENCE AT YOUR SERVICE

*Throughout your entire project, from concept plan to long-term operation, Triplepoint seeks to partner with you to achieve the lowest possible lifecycle costs. We don't sell products - we provide solutions.*



### OPTIMIZED FOR YOUR APPLICATION

We have a saying here at Triplepoint: "Good data, good decisions." So, when we combine 30+ years of wastewater treatment plant design, construction, and operation experience with good hard data from your wastewater treatment facility, we ensure your project is designed the right way, the first time.

Through a comprehensive understanding of your specific application, our engineering team can assist you throughout the entire process--from design collaboration to equipment specification, from preliminary AutoCAD layouts to final construction documents, and from concept to startup. We partner with you to provide a thorough facility assessment and an authentic long-term solution with the lowest possible life-cycle cost.



### INSTALLATION CONTRACTING & SUPERVISION

At Triplepoint, we understand that a plan is only as good as its implementation, and we are committed to making every startup a successful one. That is why we offer professional installation supervision with every complete MAHS Aeration System.

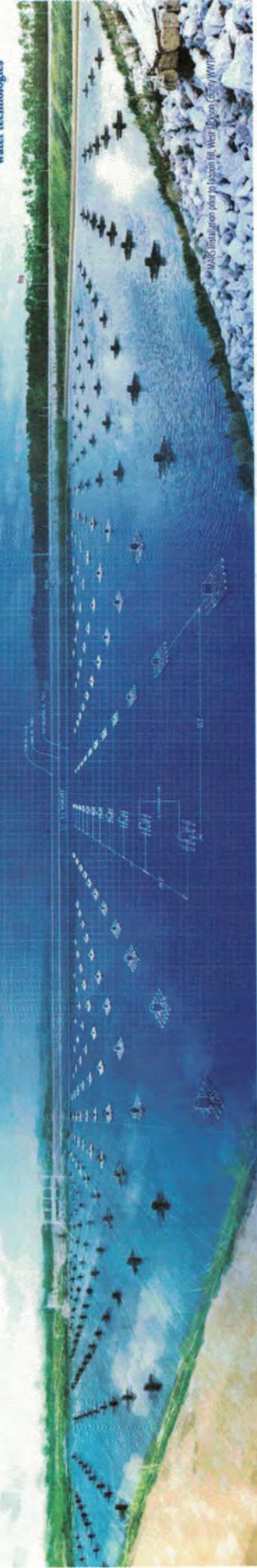
### LIFETIME PRODUCT SUPPORT

Every MAHS Aeration System is backed by an unequivocal commitment to lifetime support. Triplepoint has a team of product support personnel that is dedicated to helping customers operate and maintain their systems as efficiently as possible.

# PLANNING

# DESIGN

# IMPLEMENTATION



MAHS Insurance policy provided by: West Group, Liberty Mutual





# BVWD 2000 - 2018 FLOW SUMMARY

AVERAGE MONTHLY FLOW (MG):																			18 YEAR	
MONTH-Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Average
Jan	1,980	1,812	2,366	2,658	1,752	2,135	3,086	1,315	1,247	1,594	1,368	2,239	0,951	2,177	0,733	1,551	1,388	4,713	2,282	1,966
Feb	2,381	1,765	2,862	3,120	1,842	2,448	3,551	1,528	1,321	1,732	1,369	2,094	1,131	1,940	0,865	2,866	2,518	5,943	1,836	2,269
Mar	4,188	2,744	3,109	3,597	3,975	3,275	3,071	3,214	1,972	3,105	1,806	2,318	2,007	2,621	1,814	2,045	3,685	3,752	3,614	2,943
Apr	7,071	4,113	5,549	3,250	4,420	4,015	3,551	3,837	4,815	4,461	3,599	3,380	4,029	2,570	3,626	1,480	4,303	4,714	4,374	4,061
May	5,203	3,816	4,539	4,280	2,958	6,945	5,078	3,328	4,391	4,597	5,584	3,805	1,850	1,585	2,346	1,625	3,071	5,784	1,877	3,824
Jun	2,217	1,746	2,280	2,460	1,755	3,900	2,079	1,792	2,071	1,963	4,845	4,515	0,988	1,064	1,077	1,134	1,526	3,261	1,207	2,204
Jul	2,217	2,001	1,989	2,125	1,568	2,283	1,143	1,593	1,472	1,618	2,365	2,467	1,306	1,492	1,214	1,381	1,337	1,894	1,386	1,729
Aug	2,142	2,108	1,941	1,938	1,618	1,708	1,085	1,517	1,500	1,379	1,554	1,308	0,696	1,203	1,100	1,093	0,981	1,077	0,960	1,416
Sep	1,212	1,035	1,269	1,178	1,003	1,035	0,814	1,228	0,766	0,815	0,864	0,658	0,621	0,655	0,596	0,691	0,623	0,769	0,773	0,874
Oct	1,157	0,834	0,984	0,953	0,870	0,832	0,833	0,700	0,565	0,677	0,923	0,505	0,405	0,422	0,457	0,483	0,677	0,466	0,501	0,697
Nov	1,068	0,852	1,179	0,858	1,073	0,909	0,860	0,522	0,650	0,541	0,875	0,410	0,506	0,404	0,476	0,551	0,989	1,335	0,464	0,764
Dec	1,836	1,831	1,629	1,375	2,658	2,404	1,300	1,088	1,144	1,166	2,395	0,879	2,363	0,733	1,160	0,930	2,900	1,571	0,832	1,589
Total - Year	32,672	24,657	29,696	27,789	25,489	31,887	26,450	21,662	21,915	23,648	27,546	24,578	16,853	16,866	15,464	15,830	23,998	35,279	20,106	24,336
ADF (GPD)	89,512	67,553	81,359	76,134	69,833	87,361	72,466	59,349	60,041	64,790	75,468	67,338	46,173	46,208	42,367	43,370	65,748	96,655	55,085	66,674

PREFERRED SOLUTIONS												
AERATION SYSTEM	DESIGN CRITERIA	PARTIAL MIX / COMPLETE MIX	SURFACE OR SUBMERGED	PROCESS AIRFLOW REQUIRED	COARSE BUBBLE/ FINE BUBBLE	BAFFLE RECOMMENDED YES / NO # OF CELLS	PARALLEL / PERPENDICULAR TO EXISTING BAFFLE	# OF DIFFUSERS Cell 1 / Cell 2	# OF FLOATING LATERALS	PHASED APPROACH	NOTES	PROPOSAL ESTIMATE
TRIPLEPOINT ENVIRONMENTAL	INFLUENT BOD - 362 MG/L TARGET EFFLUENT BOD - < 10 MG/L FLOW - AVG : 0.0545 MG / DESIGN: 0.120	PARTIAL	SUBMERGED	364 SCFM	COARSE & FINE	YES	EITHER	8 / 4	N/A	YES	MEMBRANE LIFE 5 - 7 YEARS	69,966
ENVIRONMENTAL DYNAMICS, INC.	INFLUENT BOD - 370 MG/L AVG - 370 MG/L, PEAK 580 MG/L TARGET EFFLUENT BOD - 1 - 7 MG/L	PARTIAL	SUBMERGED	AVG = 278 SCFM PEAK = 483 SCFM	FINE	NOT REQUIRED WOULD PREVENT CIRCUITING	EITHER	16 / 4	5	N/A	COMPLETE MIX = 12,000 SCFM WET INSTALL 50% ENERGY REDUCTION PANEL AERATORS	60,000
BIOWORKS OXIWORKS	INFLUENT BOD - 365 MG/L TARGET EFFLUENT BOD - < 10 MG/L FLOW - 0.100 MG / DESIGN: 0.500	PARTIAL	SUBMERGED	425 SCFM	FINE	YES	EITHER	6 / 5	5	YES	OXIRISE (ICFM (inlet air flow) should be divided arrive at SCFM(outlet air flow)	115,000
NEXOM	INFLUENT BOD - 362 MG/L AVG - 370 MG/L, PEAK 580 MG/L TARGET EFFLUENT BOD - < 20 MG/L	PARTIAL	SUBMERGED	294 SCFM	FINE	YES	EITHER	24 / 4	6	YES	REC 12" NEW BURIED AIR HEATER FOR FUTURE EXPANSION (PHASES)	49,800
INFLUENT AMMONIA - 34 MG/L EFFLUENT AMMONIA - 13 MG/L												
NON-PREFERRED SOLUTIONS												
AERATION INDUSTRIES INTERNATIONAL	INFLUENT BOD - 194 MG/L TARGET EFFLUENT BOD - 14 - 23 MG/L FLOW - 0.500 NH4 - 20 MG/L	PARTIAL	SURFACE (4) FOAM FILLED PONTOONS	REQ 15 HP MOTOR / 900 NO	FINE	NOT REQUIRED	N/A	2 / 2	4	NO	Combines Mixing, Aeration & BNR	108,015
FLYGT XYLEM SAINTEAIRE					FINE			297 / 88	10		cell 1 with SSLP diffusers and in cell 2 Dual-pod membrane air header	393,000
NAN O 2	INFLUENT BOD - 220/450/60 MG/L TARGET EFFLUENT BOD - < 10 MG/L FLOW - 0.100 MG / DESIGN: 0.500				O2 INFUSION			12 / 8 NOZZLES				625,260 OPTIONS 317,565
MAZZEI	INFLUENT BOD - 220 MG/L TARGET EFFLUENT BOD - 4 MG/L FLOW - 0.100 MG / DESIGN: 0.500 TKN / NH4 - 34							12 INJECTORS / 12 NOZZLES			AIR INJECTION SYSTEM	

[illegible]



## Jeff Gouveia

---

**From:** Gary Ghio <g.ghio@wgainc.net>  
**Sent:** Wednesday, February 13, 2019 8:25 AM  
**To:** Jeff Gouveia  
**Subject:** FW: BVWD Treatment Pond

Jeff,

See below for budget estimate of construction. Hope you keep your head above water and snow.

Gary

---

**From:** Matt Ospital <m.ospital@wgainc.net>  
**Sent:** Tuesday, February 12, 2019 5:43 PM  
**To:** Gary Ghio <g.ghio@wgainc.net>  
**Subject:** RE: BVWD Treatment Pond

I just met and reviewed everything with Travis, he gave me a rough ballpark cost for everything.

- To install the new air header line and vaults = \$25k
- Pull out the old aerators and install the new ones = \$20k
- Install the new baffle wall = \$35k

### MATT OSPITAL, P.E.

394 E. Saint Charles St.  
PO Box 251 | San Andreas, CA 95249  
(209) 754-1824  
[m.ospital@wgainc.net](mailto:m.ospital@wgainc.net)



---

**From:** Gary Ghio  
**Sent:** Tuesday, February 12, 2019 2:33 PM  
**To:** Matt Ospital <[m.ospital@wgainc.net](mailto:m.ospital@wgainc.net)>  
**Subject:** BVWD Treatment Pond

Matt,

Devin's completed the preliminary plans for you to discuss with Cole. You probably want to print out the attached and give to him also as it has the info. on the aerators, etc. that he will have to install. In addition to this stuff there is the baffle repair (2x8 knotty western red cedar boards for pricing), removal of existing aerators and piping, and installation of the new air header and mainfolds that the air lines to the new aerators connect to. I'm putting the attached in the specs as an appendix for the contractors use in bidding. The list of materials that will be supplied by the District is in the attached aeration proposal and the rest of the piping requirements are on the plans.

Gary

# **BEAR VALLEY WATER DISTRICT**

## **NOTICE TO CONTRACTORS AND SPECIFICATIONS**

**FOR**

## **WASTEWATER TREATMENT POND IMPROVEMENT PROJECT**

**FEBRUARY 2019**

**BID OPENING: \_\_\_\_\_, 2019 AT 10 A.M.**

# TABLE OF CONTENTS

## SECTION I

NOTICE TO CONTRACTORS.....	3
PROPOSAL .....	5
BID SUMMARY .....	6
INFORMATION REQUIRED OF BIDDER .....	8
NON-COLLUSION DECLARATION .....	10
BID BOND.....	12
CONSTRUCTION AGREEMENT .....	13
PERFORMANCE BOND.....	15
PAYMENT BOND .....	16
INSURANCE REQUIREMENTS.....	17

## SECTION II - SUPPLEMENTAL GENERAL CONDITIONS .....21

SECTION II-1. SPECIFICATIONS AND PLANS .....	21
II-1.01 DEFINITIONS AND TERMS .....	21
SECTION II-2. PROPOSAL REQUIREMENTS AND CONDITIONS.....	23
II-2.01 GENERAL .....	23
II-2.02 PROPOSAL .....	23
II-2.03 PROPOSAL GUARANTEE.....	23
II-2.04 MAINTENANCE GUARANTEE.....	24
II-2.05 IDENTIFICATION OF SUBCONTRACTORS .....	24
II-2.06 PRE-BID CONFERENCE .....	25
II-2.07 ADDENDA.....	26
SECTION II-3. AWARD AND EXECUTION OF CONTRACT.....	27
II-3.01 GENERAL .....	27
II-3.02 EXECUTION OF CONTRACT, AWARD OF CONTRACT.....	27
II-3.03 RETURN OF PROPOSAL GUARANTEES.....	27
SECTION II-4. BEGINNING OF WORK, TIME OF COMPLETION AND.....	28
LIQUIDATED DAMAGES .....	28
SECTION II-5. GENERAL REQUIREMENTS .....	29
II-5.01 LABOR NONDISCRIMINATION .....	29
II-5.02 BLANK.....	29
II-5.03 PUBLIC SAFETY .....	29
II-5.04 SURFACE MINING AND RECLAMATION ACT .....	29
II-5.05 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	29
II-5.06 SUBCONTRACTING .....	30
II-5.07 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.....	31
II-5.08 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.....	31
II-5.09 PAYMENTS.....	32
II-5.10 CLAIMS.....	32
II-5.11 CERTIFIED PAYROLL.....	32
II-5.12 GENERAL PREVAILING WAGE RATES .....	33
SECTION II-6. (BLANK) .....	33
SECTION II-7. (BLANK) .....	33
SECTION II-8. (BLANK) .....	33

## SECTION III SPECIAL PROVISIONS .....34

SECTION III-1 GENERAL .....	34
III-1.01 STANDARD SPECIFICATIONS .....	34
III-1.02 LOCATE AND PROTECT EXISTING UTILITIES .....	35
III-1.03 PROTECTION OF EXISTING ROADWAY SURFACES .....	36
III-1.04 WORKING HOURS.....	36

III-1.05	ALIGNMENT AND GRADE CONTROL .....	36
III-1.06	SCHEDULE AND SEQUENCE OF OPERATION.....	37
III-1.07	SUBMITTAL & SHOP DRAWINGS.....	37
III-1.08	MOBILIZATION.....	39
III-1.09	CLEAN UP .....	40
III-1.10	WATER POLLUTION.....	40
III-1.11	SAFETY (SHEETING AND SHORING).....	41
III-1.12	MATERIALS SUPPLIED BY OWNER .....	42
III-1.13	AS-BUILT PLANS .....	42
III-1.14	COMPENSATION.....	42
SECTION III-2	SITE WORK.....	43
III-2.01	GENERAL .....	43
III-2.02	CLEARING AND GRUBBING .....	43
III-2.03	LANDSCAPE PROTECTION.....	44
III-2.04	EROSION CONTROL.....	44
III-2.05	FENCING & GATES .....	45
III-2.06	WOOD BAFFLE WALL REPAIR.....	45
III-2.07	TRENCHES AND BACKFILL.....	46
III-2.08	COMPACTION TESTING .....	49
SECTION III-3	AERATION SYSTEM .....	50
III-3.01	GENERAL .....	50
III-3.02	AERATION SYSTEM PIPING .....	50
III-3.03	INSTALLATION.....	50
III-3.04	TESTING AND STARTUP .....	51
APPENDIX A	.....	53
	Triplepoint Environmental Aeration System	

## NOTICE TO CONTRACTORS

Separate sealed BIDS for the "**BEAR VALLEY WATER DISTRICT WASTEWATER TREATMENT POND IMPROVEMENT PROJECT**" will be received by the Bear Valley Water District (BVWD), **at the office of Weber, Ghio & Associates, P.O. Box 251, 394 E. Saint Charles Street, San Andreas, California, 95249**, until \_\_\_\_\_, **2019 at 10:00 a.m.** and then at said office publicly opened and read aloud. A pre-bid conference will be held \_\_\_\_\_, **2019, at \_\_\_\_\_ a.m.** at District Office, 441 Creekside Drive, Bear Valley, California 95223.

Bids are required for the entire project as set forth in the specifications, and all work shall be completed within **forty (40) work days**. At the time the contract is awarded, the contractor shall possess a **Class A** license.

**The work is generally described as follows:** Removal of existing submerged aerators and piping, placement of new 160 LF of CPVC air header and appurtenances, installation of new Triplepoint submerged aerators and piping, and approximately 2100 SF of 2' x 8' cedar T&G planks to be installed on existing baffle wall.

All work is located within District property in Bear Valley, California.

Project specifications, special provisions, plans, and proposal forms for bidding this project can be examined and obtained upon payment of a non-refundable fee of **\$50**, at **Weber, Ghio & Associates, P.O. Box 251, 394 E. Saint Charles Street, San Andreas, California, 95249**.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990 and payment to the contractor shall be in accordance with Section 9-1.16, "Progress Payment" of the State Standard Specifications and the project specifications.

The successful bidder shall furnish a fully executed payment bond and performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. Addenda to modify wage rates, if necessary, will be issued to holders of these specifications. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the General Prevailing Wage Rates section of the project specifications.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2017) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project

(awarded on or after April 1, 2017) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The District reserves the right to reject any or all bids, and further reserves the right to waive any irregularities in the bids.

---

Matt Ospital, District Engineer  
Bear Valley Water District

Date

## PROPOSAL

### **PROPOSAL TO: BEAR VALLEY WATER DISTRICT**

The undersigned bidder hereby proposes to furnish all labor, materials, equipment, tools and services necessary to perform all work required for complete improvements in accordance with the plans and specifications entitled "**BEAR VALLEY WATER DISTRICT WASTEWATER TREATMENT POND IMPROVEMENT PROJECT**" in accordance with the intent of plans, specifications, and all addenda issued by Owner.

**EXISTENCE OF CONTRACT:** A contract between the bidder and the public agency shall not be deemed to exist until all of the following three steps have been taken:

1. The contract has been awarded by the legislative body;
2. The contractor has executed a written agreement, in substantially the form set forth herein, within **10 days** after notice that the contract has been awarded.
3. The contractor has delivered to the public agency the written agreement together with the faithful performance bond and payment bond and such certificates of insurance in accordance with these special provisions.

If bidder fails to comply with all three steps within the time specified, the proposal guarantee furnished by bidder shall be forfeited to Owner as liquidated damages for such failure. If bidder executes the Contract, secures the required insurance and bonds, and furnishes the required insurance certificates within time specified herein, bidder's check, if furnished, shall be returned within five (5) days thereafter, and the bid bond, if furnished, shall become void.

Bidder further agrees to complete all work required under the Contract within the time stipulated in said specifications, and to accept as full compensation therefore the price(s) set forth in the bid summary.

**BID SUMMARY**  
**BEAR VALLEY WATER DISTRICT**  
**WASTEWATER TREATMENT POND IMPROVEMENT PROJECT**

Item	Quantity	Description	Unit Price	Total Price
1.	1 LS	Locate & Protect Existing Utilities in accordance with the plans and specifications.	\$	\$
2.	1 LS	Wood Baffle Wall Repair in accordance with the plans and specifications.	\$	\$
3.	1 LS	Aeration System in accordance with the plans and specifications.	\$	\$
<b>BID TOTAL</b>				<b>\$</b>

CONTRACTOR NAME: \_\_\_\_\_



**Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within forty (40) consecutive work days thereafter.** Bidder further agrees to pay as liquidated damages, the sum of **\$1,000** for each consecutive calendar day thereafter as set forth in Section 4 of these specifications.

**CONFIRMATION OF ANY ADDENDUMS:** The following addendums were received and considered as part of this bid package:

Addendum(s) \_\_\_\_\_

By submission of a bid, bidder certifies possession of a duly issued and valid contractor's license issued by the State of California, which license authorizes bidder to contract to perform the type of work required by the specifications and that bidder has not less than five years of comparable and acceptable public work experience. Bidder further certifies that the plans and specifications and project site have been reviewed, that the special state and federal requirements have been read and understood, and that full compensation for all work required for a complete and operational project has been included in the contract bid prices set forth above.

By submission of a bid, bidder certifies that pursuant to Labor Code Section 1725.5, he/she is registered with the Department of Industrial Relations. **No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.**

Should the Bidder fail to provide below, the number and classification of Bidder's State Contractor's License, and complete and accurate "Information Required of Bidder," the Owner may reject this bid therefore.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Contractor's Signature)

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

Business Name: \_\_\_\_\_

Contractors Lic. No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

DIR No.: \_\_\_\_\_

SEAL (if corporation)

## INFORMATION REQUIRED OF BIDDER

The bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's name and address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Contractor's telephone number: \_\_\_\_\_
3. Contractor's license: Primary classification \_\_\_\_\_  
State License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Supplemental classifications held, if any: \_\_\_\_\_  
\_\_\_\_\_
4. Number of years as a contractor in construction work of this type: \_\_\_\_\_ \*
5. Names and titles of all officers of contractor's firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Name of person in your firm who inspected site of the proposed work and reviewed the project plans and specifications.  
  
Name: \_\_\_\_\_  
  
Date of Inspection: \_\_\_\_\_
7. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Contractor and his subcontractors shall have not less than five (5) years of successful experience in municipal public works construction of each phase of work required by this contract. Contractor represents that he has such experience and is qualified to perform all work except as set forth in paragraph 8, and that subcontractors listed hereon have been contacted and agreed to perform the designated work. Bidders are directed to Section II-3, Award and Execution of Contract.

8. The bidder shall list below the name, business address, license number and DIR number of each subcontractor who will perform work under this contract in excess of one-half percent of the total bid price, or \$5,000, whichever is greater; and shall also list the portion of the work which will be done by such subcontractor. **This includes ready-mix haulers and companies that deliver ready-mixed concrete for public works projects in accordance with Labor Code Section 1722.1.** After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner.

	Sub Contractor' Name Address	License No.	DIR No.	Work to Be Performed
1	_____ _____ _____	_____	_____	_____ _____ _____
2	_____ _____ _____	_____	_____	_____ _____ _____
3	_____ _____ _____	_____	_____	_____ _____ _____
4	_____ _____ _____	_____	_____	_____ _____ _____
5	_____ _____ _____	_____	_____	_____ _____ _____
6	_____ _____ _____	_____	_____	_____ _____ _____
7	_____ _____ _____	_____	_____	_____ _____ _____
8	_____ _____ _____	_____	_____	_____ _____ _____

Note: Attach additional sheets as required.

## NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of, \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

## **WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700, in relevant part, provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state;
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees,...

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

---

Name of Contractor

---

Signature

---

Date

---

Print Name

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

## BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as principal, and  
\_\_\_\_\_ as Surety, are held and firmly  
bound unto \_\_\_\_\_ hereinafter called "Owner," in  
the sum of \_\_\_\_\_ dollars,  
(not less than 10 percent of the total amount of the bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required  
under the bidding schedule of the Owner's specifications entitled, **"BEAR VALLEY  
WATER DISTRICT WASTEWATER TREATMENT POND IMPROVEMENT PROJECT."**

NOW THEREFORE, if said Principal is awarded a contract by said Owner and, within the  
time and in the manner required in the Owner's specifications, enters into a written  
contract on the form of agreement bound with said specifications and furnishes the  
required bonds, one to guarantee faithful performance and the other to guarantee  
payment for labor and materials, then this obligation shall be null and void; otherwise, it  
shall remain in full force and effect. In the event suit is brought upon this bond by said  
Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner  
in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal) (SEAL) \_\_\_\_\_ (SEAL)  
(Surety)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)



**BEAR VALLEY WATER DISTRICT  
WASTEWATER TREATMENT POND IMPROVEMENT PROJECT  
CONSTRUCTION AGREEMENT**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2019, by and between the Bear Valley Water District, California (hereinafter referred to as DISTRICT), and \_\_\_\_\_, Contractor, (hereinafter referred to as CONTRACTOR), or under the authority of the Public Contract Code of the State of California.

The parties hereto mutually agree as follows:

For and in consideration of the mutual promises and other valuable consideration set forth herein, receipt of which is hereby acknowledged, District agrees to employ Contractor and Contractor agrees to furnish all materials and labor for the prescribed work; perform and complete in good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his sole cost and expense all materials, tools, equipment and facilities, and all labor and services necessary therefore (except such materials, if any, which under the specifications are to be furnished by the District), and to do everything required by this Agreement and said plans and specifications, including but not limited to the payment of prevailing wages as required by state law.

Contractor is responsible for furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by the District. For well and faithfully completing the work and the whole thereof, in the manner shown and described in said plans and specifications, the District will pay and the Contractor shall receive in full compensation therefore the lump sum price, or if the bid is on the unit price basis, the total price for the several items furnished pursuant to the specifications, named in the schedule of the Proposal in the amount of \$\_\_\_\_\_.

The Notice to Contractors, Proposal, and Specifications are hereby incorporated into and made a part of this Agreement by reference as if fully set forth.

Civil Code Section 3247 requires every contractor that receives a public works contract to file a payment bond and performance bond with the awarding agency for the agency's review and approval. It is the public agency's mandatory duty to ensure that the general contractor's payment bond surety meets the requirement of Code of Civil Procedure 995.310.

The District requires that the contractor submit verification from the California Insurance Commissioner of the surety's certificate of authority to issue such bonds. If the surety is not admitted or the certificate is unavailable, the agency must reject the bonds and the proposed contract unless and until the contractor furnishes bonds provided by an admitted surety insurer or by otherwise sufficient sureties. Verification from the California Insurance Commission must be received, along with the bonds, before work begins, or no payment shall be made to Contractor.

Contractor shall submit a detailed schedule of work at the pre-construction conference for approval by the District Engineer. This contract shall not take effect and no payment shall be made to Contractor until that schedule is submitted and approved.

If Contractor fails to complete the work in accordance with the schedule set forth in the specifications and/or accordance with Section II-4, of the project specifications, Contractor shall be liable for liquidated damages in the amount of \$1,000 per day for each day of delay. Liquidated damages accrued shall be deducted from compensation due the Contractor and retained by District.

All certificates of insurance, policy endorsements, and all other certificates required by the specifications shall be on file with the District before work begins or no payment will be made to Contractor.

This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following), and the contractor and any subcontractor under him shall pay not less than the specified prevailing rates of wages to all workmen employed and be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be executed the day and year first above written.

BEAR VALLEY WATER DISTRICT

CONTRACTOR

By \_\_\_\_\_  
Date

By \_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Contractor, and  
\_\_\_\_\_ as Surety, are held and firmly  
bound unto \_\_\_\_\_ hereinafter called "Owner," in the  
sum of \_\_\_\_\_ dollars,

*(Equivalent to 100 percent of contract amount)*

for the payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors, and assign, jointly and severally, firmly  
by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the  
contract agreement with said Owner to perform all work required under the bidding  
schedule(s) of the Owner's specifications entitled **"BEAR VALLEY WATER  
DISTRICT WASTEWATER TREATMENT POND IMPROVEMENT PROJECT."**

NOW, THEREFORE, if said contractor shall perform all the requirements of said  
contract required to be performed on his part, at the times and in the manner  
specified therein, then this obligation shall be null and void, otherwise it shall remain  
in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be  
furnished, or changes in the time of completion, which may be made pursuant to the  
terms of said contract, shall not in any way release said Contractor or said Surety  
thereunder, nor shall any extensions of time granted under the provisions of said  
contract release either said Contractor or said Surety, and notice of such alterations  
or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor) (SEAL) \_\_\_\_\_ (SEAL)  
(Surety)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Contractor, and  
\_\_\_\_\_ as Surety, are held and firmly  
bound unto \_\_\_\_\_ hereinafter called "Owner," in the  
sum of \_\_\_\_\_ dollars,  
(Equivalent to 100 percent of contract amount.)

for the payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors, and assign, jointly and severally, firmly  
by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the  
contract agreement with said Owner to perform all work required under the bidding  
schedule(s) of the Owner's specifications entitled **"BEAR VALLEY WATER  
DISTRICT WASTEWATER TREATMENT POND IMPROVEMENT PROJECT."**

NOW, THEREFORE, if said contractor, or subcontractors fails to pay for any  
materials, equipment, or other supplies, or for rental of same, used in connection  
with the performance of work contracted to be done, or for amounts due under  
applicable State law for any work or labor thereon, said Surety will pay for the same  
in an amount not exceeding the sum specified above, and, in the event suit is  
brought upon this bond, a reasonable attorney's fee to be fixed by the court. This  
bond shall inure to the benefit of any persons, companies, or corporations entitled to  
file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be  
furnished, or changes in the time of completion, which may be made pursuant to the  
terms of said contract, shall not in any way release said Contractor or said Surety  
thereunder, nor shall any extensions of time granted under the provisions of said  
contract release either said Contractor or said Surety, and notice of such alterations  
or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
(Contractor) (Surety)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

## **INSURANCE REQUIREMENTS**

- I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY DISTRICT and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Secretary.
- II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors:
  - A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
    - (1) The District, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, agents, and employees.
    - (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to DISTRICT by certified mail.
    - (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

- (4) For claims related to this project, the Contractor's insurance is primary coverage to the District, and any insurance or self-insurance programs maintained by the District are excess to Contractor's insurance and will not be called upon to contribute with it.
  - (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to District, its officers, employees, and agents.
  - (6) Additional co-insured, if required, are set forth in Section III-1.05 of these specifications.
- B. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to DISTRICT by certified mail.
- C. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against District, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."
- D. Contractor shall furnish DISTRICT with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by District. The endorsements shall be on forms as approved by the District or designee. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by DISTRICT.

If Contractor does not keep all required policies in full force and effect, DISTRICT may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

### III. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. Pursuant to Government Code Section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.
- B. Acceptance of insurance, if required by this Agreement, does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

### IV. STATE OF CALIFORNIA INSURANCE REQUIREMENTS

Verification that insurance in accordance with "Caltrans Insurance Requirements," has been complied with shall be provided prior to execution of the construction contract.

- A. In the event that APPLICANT or an agent, contractor or subcontractor of APPLICANT will be present or working on STATE right of way, prior to commencement of the work described herein, the APPLICANT shall furnish to STATE a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for APPLICANT and/or its agents, contractors, and subcontractors who will be working (in any manner) on STATE property with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance must provide:
  - a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the STATE.
  - b. That the STATE, its officers, agents, employees, and servants are also included as additional names insureds, but only insofar as PROJECT operations under this Agreement are concerned.



- c. The STATE will not be responsible for any premiums or assessments on the policy.
- C. APPLICANT agrees that all bodily injury liability insurance or self-insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, APPLICANT agrees to provide, at least thirty (30) days prior to said expiration date, a new Certificate of Insurance or Certificate of Self-Insurance evidencing coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New Certificates are subject to the approval of STATE and Department of General Services. In the event APPLICANT fails to keep coverage as herein provided in effect at all times, STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- D. If APPLICANT is self-insured, the PROJECT APPLICANT shall submit a Certificate of Self-Insurance asserting that APPLICANT is covered for all proposes of liability for all work performed hereunder. STATE and APPLICANT acknowledge that only one Certificate of Self-Insurance will be required, and that APPLICANT must maintain that level of Self-Insurance [not less than one million dollars (\$1,000,000)]. It is also understood that STATE, its officers, agents, employees, and servants, are include as covered for all proposes insofar as the operations of APPLICANT under this Agreement are concerned.

## **SECTION II - SUPPLEMENTAL GENERAL CONDITIONS**

### **SECTION II-1. SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the 2015 State Standard Specifications, and the 2015 Standard Plans, of the Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

In order to utilize the State Standard Specifications, some definitions must be clarified. Unless the context otherwise requires, wherever in the specifications and other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section One and Section 1-1.06, "Abbreviations" of the State Standard Specifications. The Contractor's attention is directed to Section II-1.01, "Definitions and Terms." A special effort has been made to discuss all references to State, Director, and Engineer as they apply to this project. The Owner's position of responsibility in regard to the Standard Specifications will be considered the same as the State where the Owner acts as manager of construction and will own and operate the improvement.

In case of conflict between the State Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

#### **II-1.01 DEFINITIONS AND TERMS**

**Department of Transportation.** The BEAR VALLEY WATER DISTRICT, State of California.

**Director of Transportation.** The District Manager of the BEAR VALLEY WATER DISTRICT, State of California.

**Engineer.** The District Engineer of the BEAR VALLEY WATER DISTRICT, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Highway Facilities.** All private and public property improvements, landscaping and facilities adjacent to and/or pertaining to the work.

**Laboratory.** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

**Owner.** BEAR VALLEY WATER DISTRICT.

**State of California.** BEAR VALLEY WATER DISTRICT.

**Transportation Building, Sacramento.** BEAR VALLEY WATER DISTRICT office, Bear Valley, State of California.

**State Standard Specifications.** The 2015 edition of the State Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to District or its corresponding agency, office or officer acting under this contract.

**California Building Code.** The 2016 edition of the California Building Code.

## **SECTION II-2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **II-2.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the State Standard Specifications and these special provisions for the requirements and conditions which he must observe in the preparation of the proposal form and the submission of the bid. Bidder shall possess a valid State of California Class A General Engineering Contractor's License.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the State Standard specifications will be found following the Proposal.

In conformance with Public Contract Code Section 7106, a Non-Collusion Affidavit is included in these specifications.

### **II-2.02 PROPOSAL**

Proposals shall be made on the blank forms prepared by the Owner or duplicate copies thereof. All proposals shall be for the entire work and give the prices proposed, shall give all other information requested herein, and shall be signed by the bidder or his authorized representative, with his address. If the proposal is made by an individual, his name, signature and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the proposal is made by the corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation. No bidder may withdraw its bid for a period of 45 days after the bid opening date.

### **II-2.03 PROPOSAL GUARANTEE**

Each proposal shall be accompanied by a certified or cashier's check or bid bond in the amount of ten percent (10%) of the total bid price payable to the Owner as a guarantee that the bidder, if bidder's proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price.

#### **II-2.04 MAINTENANCE GUARANTEE**

The Contractor shall guarantee the entire work constructed by Contractor under the Contract to be free of defects in materials and workmanship for a period of one (1) year following the date of acceptance of the work by the Owner. The Contractor shall make, at Contractor's own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor shall indemnify and save harmless the Owner and the Engineer and officers, agents and employees of the Owner and the Engineer against and from all claims and liability arising from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Engineer. Should Contractor fail to make the repairs and replacements promptly, the Owner shall cause the work to be done, and the Contractor and Contractor's surety shall be liable to the Owner for the cost of all such work.

Maintenance guarantee shall be a surety bond or other approved security which shall be delivered to the Owner prior to the date on which final payment is made. **Said security shall be in an approved form and executed by a surety company or companies satisfactory to the Owner in the amount of ten percent (10%) of the contract price or Five Thousand Dollars (\$5,000), whichever is greater.** Security shall remain in force for the duration of the guarantee period specified herein. In lieu of providing security as prescribed above, the Contractor may provide for the Faithful Performance Bond furnished under the Contract to remain in force until the expiration of said guarantee periods.

Specific guarantees for periods longer than one (1) year may be specified in the Special Conditions for specific equipment and materials.

#### **II-2.05 IDENTIFICATION OF SUBCONTRACTORS**

In accordance with Section 4104 of the California Government Code, each bidder, in his Bid, shall set forth:

1. The name, DIR registration number, and location of the place of business of each subcontractor who will perform work or labor, or render services to the contractor, in an amount in excess of one-half of one percent of the Contractor's total bid; and
2. The portion of the work which will be done by each such subcontractor.

In accordance with Section 4107 of the California Government Code, no Contractor whose bid is accepted shall, without consent of the OWNER, either:

1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or
2. Permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or
3. Sublet or subcontract any portion of the work in excess of one half of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Labor Code Section 1720.9 defines the term "ready-mixed concrete" and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the Department of Industrial Relations. The statute also requires a written agreement between the party hauling or delivering ready-mixed concrete and the party that engaged its services. The agreement must specify compliance with the Prevailing Wage Law.

Section 1720.0 requires that the company hauling or delivering ready-mix concrete provide certified payroll records under Labor Code Section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

Penalties for failure to comply with the foregoing sections of the California Government Code are set forth in Section 4106, 4110, and 4111 of the Government Code.

## **II-2.06 PRE-BID CONFERENCE**

Bidders are requested to attend a pre-bid conference to be held:

**DATE:** \_\_\_\_\_, 2019

**TIME:** 9:30 a.m.

**LOCATION:** District Office, 441 Creekside Drive, Bear Valley, California 95223.

Representatives of the District and District Engineer's office will be present to conduct a field review and answer all bidders' questions at that time.

The project will be administered by the District Engineer.

## **II-2.07 ADDENDA**

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.



## **SECTION II-3. AWARD AND EXECUTION OF CONTRACT**

### **II-3.01 GENERAL**

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the State Standard Specifications and these special provisions. The award of contract, if it be awarded, will be made the lowest responsible bidder whose proposal complies with all the requirements prescribed herein. Basis of award will be the base bid. All provisions of these specifications shall apply to the additive alternates should they be added.

### **II-3.02 EXECUTION OF CONTRACT, AWARD OF CONTRACT**

The District reserves the right to accept or reject any and all bids for a period of forty-five (45) days after the date of opening, and to waive any informality or irregularity in any bid. No bid can be withdrawn during such forty-five (45) day period.

Before a bid is considered for award, the District may, in addition to the Experience Qualifications form, require a bidder to submit a statement of facts and details as to its business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the District may require evidence that the bidder has performed acceptable work of comparable magnitude and type. The District expressly reserves the right to reject any bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the bidder (including the bidder's subcontractors) is not sufficient to qualify bidder for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if awarded, will be to the lowest responsible responsive bidder whose bid complies with the requirements set forth herein and award thereto is in the best interest of the District. The issuance by the District of a notice to the successful bidder of the award of the contract (hereinafter "Notice of Award") shall be deemed the award of Contract.

The Contract agreement shall be executed by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after written notice of award of the Contract has been delivered. After execution by the Owner, a copy shall be returned to the Contractor.

### **II-3.03 RETURN OF PROPOSAL GUARANTEES**

Within 45 days after bids are opened, the Owner will return the proposal guarantees accompanying the proposals which are not to be considered in making the award. All other proposal guarantees will be held until the Contract has been fully executed after which they will be returned to the respective bidders whose proposals they accompany.

## **SECTION II-4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.02, "Schedule," in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the State Standard Specifications and these special provisions.

The Contractor shall submit to the Engineer at the pre-construction conference, a complete schedule indicating all phases of the work and their start-up and completion dates. It shall be the responsibility of the Contractor to comply with the construction schedule and apprise the Engineer of any and all circumstances that require alteration to that schedule. The Engineer will require periodic updating of the schedule to insure timely and orderly completion of the project. It is the desire of the Owner to complete the project at its earliest possible time.

Should the Contractor fail to prosecute the work in compliance with the schedule of work or reasonable modifications thereto, due to avoidable delay, the Owner may terminate the work in accordance with Section 8 of the State Standard Specifications. The Contractor's attention is directed to Section 8-1.14, "Contract Termination."

The Contractor shall begin work within **ten (10)** calendar days after receipt of the Notice to Proceed.

Said work shall be diligently prosecuted to completion before the expiration of **forty (40) working days.**

Failure to provide a competent work force or diligently prosecute the work in accordance with the approved progress schedule shall be cause for temporary suspension of work or termination of the contract.

The Contractor shall pay Owner liquidated damages in the sum of not less than **\$1,000** per day for each and every calendar day after expiration of the **forty (40)** **working days** plus any time extension approved by the Engineer.

## **SECTION II-5. GENERAL REQUIREMENTS**

### **II-5.01 LABOR NONDISCRIMINATION**

Attention is directed to the Miscellaneous Provisions of Section I and the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

### **II-5.02 BLANK**

### **II-5.03 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.04, "Public Safety," of the State Standard Specifications and these special provisions.

### **II-5.04 SURFACE MINING AND RECLAMATION ACT**

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the State Standard Specifications.

### **II-5.05 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or

hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

Should compliance with this section delay the current controlling operation, as determined by the Engineer, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07, "Delays," of the State Standard Specifications.

## **II-5.06 SUBCONTRACTING**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the State Standard Specifications and these special provisions.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the District may exercise the remedies provided under Public Contract Code § 4110. The District may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must:

1. Comply with the contract.
2. Have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.) and be registered with the Department of Industrial Relations.
3. Submit copies of subcontracts upon request by the Engineer.
4. Before subcontracted work starts, submit a Subcontracting Request form.
5. Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.



Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

#### **II-5.07 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor no later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing.

Any delay or postponement of payment over 30 days may take place only for good cause and with the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **II-5.08 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The District shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

## **II-5.09 PAYMENTS**

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the State Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work. Owner shall withhold five percent (5%) retention from all partial payments until the lien period has elapsed, and all payments to subcontractors and suppliers have been made.

Substitution of security in lieu of retention as set forth in Section 22300 of the Public Contract Code is subject to legal counsel review and approval by the Board of Directors of the security proposed.

Attention is directed to Section III, "Special Provisions," of these specifications.

Contractor's attention is directed to Section II-5.10, "Claims," of these specifications.

## **II-5.10 CLAIMS**

All claims shall be in conformance with Section 9-1.17D, "Final Payment and Claims" of the State Standard Specifications except that the **Board of Directors** will make the final determination of any claims which remain in dispute after completion of claim review by the District.

Upon final determination of all claims, the Engineer shall make and issue his final estimate in writing, and within 30 days thereafter the District will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the work done and the compensation therefore.

## **II-5.11 CERTIFIED PAYROLL**

All contractors will submit certified payrolls to the Owner's Representative within 7 days of the end of each weekly period. Other Labor Standards requirements for this project are set forth in this section of the specifications. **Payment will not be released until certified payrolls and labor standards certifications are current and complete.**

Section 1720.0 requires that the company hauling or delivering ready-mix concrete provide certified payroll records under Labor Code Section 1776(a) to the party that engaged its services and to the general contractor within five working days after the

employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The prime contractor must post job site notices prescribed by regulations.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

#### **II-5.12 GENERAL PREVAILING WAGE RATES**

Labor Code Section 1720.9 defines the term “ready-mixed concrete” and specifies that the rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the Department of Industrial Relations. The statute also requires a written agreement between the party hauling or delivering ready-mixed concrete and the party that engaged its services. The agreement must specify compliance with the Prevailing Wage Law.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in San Joaquin County have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

**SECTION II-6. (BLANK)**

**SECTION II-7. (BLANK)**

**SECTION II-8. (BLANK)**

# **SECTION III SPECIAL PROVISIONS**

## **SECTION III-1 GENERAL**

### **III-1.01 STANDARD SPECIFICATIONS**

The following Standard Specifications may be referred to herein:

American Association of State Highway Transportation Officials (AASHTO)  
American Concrete Institute (ACI)  
American Gas Association (AGA)  
American Gear Manufacturers Association (AGMA)  
Institute of Electrical and Electronic Engineers (IEEE)  
American Institute of Steel Construction (AISC)  
American Society of Testing and Materials (ASTM)  
American Society of Civil Engineers (ASCE)  
American Society of Heating, Refrigeration, and Air  
Conditioning Engineers (ASHRAE)  
American Society of Mechanical Engineers (ASME)  
American Standard Association (ASA)  
American Water Works Association (AWWA)  
American Welding Society (AWS)  
American Wood Preserves Association (AWPA)  
Antifriction Bearing Manufacturers Association (AFBMA)  
Diesel Engine Manufacturers Association (DEMA)  
Edison Electrical Institute (EEI)  
Federal Specifications (Fed. Spec.)  
National Electric Code (NEC)  
National Electrical Manufacturers Association (NEMA)  
National Electric Safety Code (NESC)  
National Lumber Manufacturers Association (NLMA)  
Underwriters' Laboratories, Inc. (UL)  
Uniform Building Code (UBC)  
State Standard Specifications, State of California,  
Department of Transportation (SSS)  
State Standard Plans, State of California, Department of Transportation (SSP)  
California Building Code (CBC)  
California Electrical Code (CEC)  
California Plumbing Code (CPC)



### **III-1.02 LOCATE AND PROTECT EXISTING UTILITIES**

This item of work shall cover the location and protection of ALL existing utilities as required under Section 4215 of the Government Code as amended.

Contractor shall locate existing utilities and pothole designated areas for location and protection of existing underground facilities prior to start of other work within the project as necessary to coordinate and schedule work as approved by the Engineer.

Contractor shall conduct his operations to protect all existing utilities and shall contact the following underground alert systems for assistance:

Underground Service Alert (USA)	811
Bear Valley Water District	(209) 753-2112

These alert systems may be of assistance in the location of underground utilities. Underground utilities are located in the work area. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL UTILITIES.

Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the State Standard Specifications. Nothing in this Section III-1.02 shall relieve the Contractor of his responsibility set forth in said Section 5-1.36.

**When existing facilities are damaged or interrupted by Contractor's activity, repair shall be conducted immediately at Contractor's expense. Contractor shall be liable for all costs associated with repair consistent with utility standards, any interruption in service, the cost of lost water, any fines associated with discharge of wastewater, storm water, or other hazardous materials, and or any fines imposed upon the agency resulting from activities of the Contractor.**

**Whenever the Contractor encounters any utility requiring protection, he shall take all actions necessary to protect those facilities from damage caused by his operation and shall be responsible for perpetual protection of those facilities through duration of the work.**

**Contractor shall be responsible to have utility representatives on site during the course of excavation in around any such facility to guarantee emergency shutoffs or other action can be taken in a timely manner. Contractor shall notify agency inspector when any work is conducted near existing utilities. Damage to facilities shall be immediately reported and all appropriate action taken to insure emergency shut off and repairs are accomplished in a timely manner.**

Contractor shall provide, at all times, resources necessary to make or arrange for emergency repair in accordance with the regulations of the agency and utility impacted.

The contractor is alerted that all utilities may not be shown on the contract plans.

Full compensation for all labor, tools, equipment, equipment standby time, materials, and incidentals for doing all work in completing this item of work in accordance with the plans and specifications shall be included in the lump sum contract price paid for "Locate and Protect Existing Utilities," and no additional compensation will be allowed therefore. No right of delay compensation will be made for contractor's failure to coordinate with utilities in advance of the work.

### **III-1.03 PROTECTION OF EXISTING ROADWAY SURFACES**

The Contractor shall protect all County and State roadway surfaces and walkways during the course of work. All equipment working in the surfaced roadways shall be equipped with street pads. Damaged roadway surfaces, concrete walk, or existing improvements shall be repaired "at Contractor's expense" to the satisfaction of the Owner.

### **III-1.04 WORKING HOURS**

The Contractor shall restrict his working hours from 7:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise approved by the Engineer. No work will be allowed on holidays or weekends except as authorized by the engineer.

### **III-1.05 ALIGNMENT AND GRADE CONTROL**

The grade and alignment of work shall be maintained by conforming to the plans, typical sections, details, and as directed by the Engineer. The Engineer will be available daily to answer all questions regarding the work.

The Contractor shall set such stakes and references as required for the accurate construction of the project. No work shall start until such time as the Engineer has had the opportunity to inspect such stakes.

Prior to any construction, the Contractor shall carefully examine the plans, site, and his construction stakes. In the event the Contractor finds a discrepancy, he shall immediately notify the District Engineer. No work shall commence prior to resolution of all discrepancies.

Full compensation for Alignment and Grade Control as set forth herein shall be included in the contract price paid for the various affected items of work, and no additional compensation or right of way delay claim will be allowed therefore.

### **III-1.06 SCHEDULE AND SEQUENCE OF OPERATION**

The Contractor shall submit to the Engineer at the pre-construction conference, a complete schedule indicating all phases of the work and their start-up and completion dates. It shall be the responsibility of the Contractor to comply with the construction schedule and apprise the Engineer of any and all circumstances that require alteration to that schedule. The Engineer will require periodic updating of the schedule to insure timely and orderly completion of the project. It is the desire of the Owner to complete the project at its earliest possible time.

Should the Contractor fail to prosecute the work in compliance with these specifications, the schedule of work or reasonable modifications thereto, due to avoidable delay, the Owner may terminate the work in accordance with Section 8 of the State Standard Specifications. The Contractor's attention is directed to Section 8-1.14, "Contract Termination."

### **III-1.07 SUBMITTAL & SHOP DRAWINGS**

The Contractor shall provide complete shop drawings and/or manufacturer's data on **every** manufactured item to be incorporated in this project. All materials required for this project shall be submitted to the Engineer for approval prior to installation of the materials.

#### **Submittal Procedure:**

A. Submittals shall be made in triplicate at the **Contractor's** expense. Submittals shall include Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, and Quality Assurance Control Data. ALL submittals shall be submitted prior to first pay request or within **fifteen (15)** calendar days after receipt of Notice to Proceed, whichever comes first unless otherwise approved by the Engineer. One copy of submittals will be returned to the Contractor.

B. Submittal data shall be presented in a clear, precise, and thorough manner. Photocopies are acceptable provided they are as good a quality as the original. The Contractor shall clearly and boldly mark each copy with arrows or circles to identify pertinent products (highlighting is acceptable, provided it is done on all copies submitted). Inapplicable portions shall be marked out.

C. The data shown on the submittals shall be complete with respect to quantities, dimensions, profile sizes, connections, attachments, fasteners, specified performance and design criteria, materials, applicable standards (such as ASTM

numbers), etc., and similar data to show the District the materials the Contractor proposes to provide and to enable the District to review the information. Submittals shall be identified and organized by specification section number. All submittals shall include all information requested by each specification section in order to determine compliance with plans and these specifications. No partial submittals will be accepted unless previously authorized by the District.

D. At the time of each submission, the Contractor shall provide the District with specific written notice of all variations, if any, that the submittal may have and the reasons therefore. This written notice shall be attached to the submittal transmittal form. If the District accepts deviation, it will be noted on its acceptance on the returned submittal.

E. Submittal coordination and verification is the responsibility of the CONTRACTOR.

F. Designation of Work "by others," if shown in submittals, shall mean that work shall be the responsibility of the Contractor rather than the Subcontractor or supplier who has prepared submittals.

G. After review by the District of each submittal, one copy of the submittal will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown on the submittal.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by the Contractor prior to subsequent review by District.

4. REJECTED - RESUBMIT - Submitted material does not conform to drawings and/or specifications in major respect, i.e.: wrong size, model, capacity, or material.

H. The Contractor shall make a complete and acceptable submittal at least by second submission. The District reserves the right to deduct monies from payments due to the Contractor to cover additional costs of review beyond the second submission. Incomplete or illegible submittals will be rejected and returned for resubmission without review.



I. The Engineer will make a favorable review of submittals or reject them within **five (5)** business days of receipt. After the District's review of submittals, the Contractor shall revise as noted and resubmit as required. The Contractor shall identify changes made on re-submittals.

J. The Contractor shall not perform any fabrication or work until submittal approval. The Contractor shall not extrapolate from submittals covering similar work.

K. The Contractor shall copy, conform, and distribute approved submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.

L. No substitutions will be considered after bid date except for: Non-availability of specified item due to strikes, lockouts, bankruptcy, discontinuance of production, proven shortage, or similar occurrences or when the Contractor pays the District a credit acceptable to the District and compensates the District for additional review time. Burden of proof of merit of requested substitution is on Contractor.

No compensation will be made for any manufactured item ordered prior to approval of the shop drawings. Submittals shall be made by the Contractor allowing ample time for review and distribution (ten working days) prior to beginning the work. No time extensions or delay compensation will be made for contractor's failure to submit shop drawings or materials for review in a timely manner.

### **III-1.08 MOBILIZATION**

Mobilization shall conform to the provisions of Section 9-1.16D, "Mobilization," of the State Standard Specifications.

Mobilization shall include all preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work.

Full compensation for mobilization in accordance with the plans and these specifications shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

### **III-1.09 CLEAN UP**

During the progress of the work, the Contractor shall keep the entire job site in a clean and orderly manner. Spillage resulting from hauling operations along or across existing streets or roads shall be removed immediately. All gutters and roadside ditches shall be kept clean and free from obstructions. Any deviation from this practice shall have prior approval from the Engineer. The Contractor shall clean the entire work area each Friday prior to 4:00 P.M.

Before final acceptance of the work, the Contractor shall carefully clean up the work and premises, remove all temporary structures built by or for him, remove all surplus construction materials and rubbish of all kinds from the grounds which he has occupied and leave them in a neat condition. The Contractor shall grade shoulders, ditches, and drainage swale to comply with the plans and these specifications.

Full compensation for complying with this Section III-1.09 in accordance with the plans and these specifications and for working within the time frame set forth in the contract shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

### **III-1.10 WATER POLLUTION**

The Contractor shall exercise every reasonable precaution and Best Management Practices (BMP's) to protect ditches, conduits and streams from pollution with fuels, oils, bitumens, chemicals, concrete, and other harmful materials which could be hazardous to aquatic life. The Contractor shall conduct and schedule his operations so as to prevent muddying and silting of said conduits or streams.

The Contractor shall ensure that all vehicles and equipment used are in good working order (no leaks) and drip pans or absorbent materials placed under vehicles and equipment when not in use. If maintenance or refueling of vehicles or equipment occurs on-site, an approved designated area and/or a secondary containment area, located away from drainage courses to prevent the runoff of storm water and the runoff of spills shall be utilized. The Contractor shall ensure that all construction areas are covered by a site-wide spill response plan and shall have proper spill cleanup materials (absorbent pads, sealed containers, booms, etc.) on site at all times to contain the movement of any spilled substances.

Nothing in the contract documents shall relieve the Contractor of the responsibility for compliance with Section 5650 and 12015, California Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

Erosion control features, where required, shall be constructed concurrently with other work and at the earliest practicable time. Care shall be exercised to preserve vegetation beyond the limits of construction. When borrow material is obtained from

other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be constructed, where practicable, so that water will not collect or stand therein.

The requirements of this Section III-1.10 shall apply to all work performed under the Contract and to all non-commercially operated borrow or disposal sites used for this project.

The Contractor shall be completely responsible for compliance with all local, county, state, and federal regulations pertaining to water pollution and soil erosion including the payment of any fines or penalties imposed by any governmental agency as a result of work performed by the Contractor.

Full compensation for conforming to the requirements of this Section III-1.10 shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

#### **III-1.11 SAFETY (SHEETING AND SHORING)**

The Contractor shall follow construction procedures necessary to provide safe working conditions through all phases of the work. Said procedures shall conform to the Safety Orders, Division of Industrial Safety, Title 8, California Administrative Code.

The Contractor is solely responsible for outlining the safety procedures to be followed by his workmen. The Contractor shall provide for the safety of the public both day and night where they are exposed to the construction operation.

Neither the Owner, the Engineer, nor any representatives thereof shall be responsible for the procedures followed by the Contractor.

Excavation for any trench five feet (5') or more in depth shall not begin until the permit herein specified is obtained and the Engineer has reviewed the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping, or other protection to be made for worker protection during such excavation. No such plans shall allow the use of shoring, sloping, or other protection to be less effective than that required by the Construction Safety Orders of the Division of Industrial Safety. The plan shall be prepared and signed by an engineer who is registered as a civil or structural engineer in the State of California. The engineer who prepares the Contractor's shoring plans shall certify that the plans conform or exceed the Construction Safety Orders of the Division of Industrial Safety of the State of California. The Contractor

shall procure an excavation permit from the Division of Industrial Safety in accordance with Section 1503 of Title 8, Chapter 4, Subchapter 4 of the California Administrative Code. Instructions or lack thereof from the Engineer or his representative shall in no way relieve the Contractor of his responsibility with regard to safety.

Full compensation for all sheeting, shoring, bracing, or sloping necessary for compliance with this section shall be included in the contract price paid for the various items of work," and no additional compensation will be allowed therefore.

### **III-1.12 MATERIALS SUPPLIED BY OWNER**

District shall supply Triplepoint Environmental Aeration System as delineated in Appendix A. In addition to the aeration system to be supplied, Appendix A contains typical installation details and an Operations and Maintenance Manual for the contractor's use and information.

### **III-1.13 AS-BUILT PLANS**

Contractor shall maintain, during the course of work, a clean and separate set of plans to mark thereon locations of all improvements associated with the work set forth herein. Special attention shall be given to location on the plans of existing utilities encountered during the course of work. All changes in work not set forth on the project plans shall be carefully noted and drawn to scale. Contractor shall coordinate with District Engineer weekly to corroborate on project plan deviations. After completion of work, and prior to final payment to contractor, a complete, legible, and clean set of project "as-built" plans shall be provided by the contractor for review and acceptance by District.

### **III-1.14 COMPENSATION**

Full compensation for complying with this Section III-1 shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.



## **SECTION III-2 SITE WORK**

### **III-2.01 GENERAL**

The Contractor shall, at all times, provide an adequate and professional work force that will act, at all times, in a proper, workmanlike manner in the diligent and timely prosecution of the work.

The provisions of this section apply to all site work associated with this project. The Contractor's attention is directed to Section III-1.

All construction equipment and materials except as authorized by the Engineer shall be removed from the work area, and all open excavations covered or protected at the end of each work day in accordance with the plans and these specifications. Contractor's equipment and construction materials shall be stored in staging areas approved by the District.

### **III-2.02 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the requirements of Section 16, "Clearing and Grubbing," of the State Standard Specifications, except as modified or supplemented in these specifications. Contractor shall provide dust control in accordance with Section 14-9.03, "Dust Control," of the State Standard Specifications. Contractor's attention is directed to Section III-1.10, "Water Pollution" of these special provisions and Section 5-1.36, "Property and Facility Preservation," of the State Standard Specifications.

Clearing and grubbing debris and excavation material not incorporated into the work shall become the property of the Contractor and disposed of off-site.

The Contractor shall restrict his equipment and operations to the project limits or as designated in the field. Equipment shall not be operated or stored beyond clearing limits. Contractor shall make his own arrangements for equipment and material staging.

Should Contractor, during the course of work, uncover any cultural resource, work shall be suspended until a determination is made of the significance of such resource. Contractor shall "move" his operation to other portions of project until resumption of work is authorized by the Engineer. Contractor will be compensated for "move" cost approved by the Engineer. Suspension shall be in accordance with Sections 8-1.06, "Suspensions," and 8-1.07, "Delays," of the State Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in clearing and grubbing including

removal and disposal of materials (concrete, aggregate base, piping, etc.); developing construction site access; and tree/plant protection in accordance with the plans and specifications and as directed by the Engineer shall be included in the contract price paid for various items of work, and no additional compensation will be allowed therefore.

### **III-2.03 LANDSCAPE PROTECTION**

Contractor's attention is directed to Section 5-1.36B, "Landscape," of the State Standard Specifications. The Contractor shall protect existing trees and landscaping from damage caused by his operations. Yellow or orange protection fence netting shall be placed around designated trees and landscaping as directed by the Engineer. No equipment, materials, or other Contractor activity shall be conducted within protection fence limits.

Tree branches which obstruct the work area may be trimmed as set forth herein. Tree limbs to be trimmed shall be cut off at the tree trunk or main branch as directed. Trimmings shall be mulched and incorporated into erosion control work. Trees to be removed shall be cut, stumps excavated, and branches and trunks disposed of offsite at the Contractor's expense. The Engineer shall review and approve all tree trimming and tree removal required prior to the Contractor conducting any tree work. The specific number and location of all trees may not be shown on the plans. No tree or landscaping shall be removed without written authorization from the Engineer.

Where excavation is required within the drip line of the trees, the Contractor shall hand dig the excavation to locate roots. Pervious backfill shall be placed around all root structures exposed by Contractor's operations. Roots shall be pruned as close to the trench excavation edge as possible with a Vermeer root cutter or approved equal. Trees shall be root pruned prior to equipment trenching operations. Cuts on tree roots 1-inch diameter or larger shall be treated with root sealer approved by District Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in tree trimming, removal and root pruning in accordance with the plans and specifications shall be included in the contract price paid for various items of work, and no additional compensation will be allowed therefore.

### **III-2.04 EROSION CONTROL**

This work consists of placing and maintaining straw wattles adjacent to disturbed soil areas and seeding and strawing all disturbed soil areas. Work shall be in accordance with Section III-1.10, "Water Pollution," of these specifications.

The Contractor shall broadcast seed mixture over surface area of disturbed soil in accordance with these specifications. Broadcasting may be by hand or by hydro mulching.

Straw, at 2 tons per acre of disturbed soil areas, shall be scattered over seeded areas and pressed into the soil by means of a sheep's-foot roller, dozer track walk, or other similar equipment approved by the Engineer.

The seed mixture broadcast shall be Blando Brome, Annual Rye, or an acceptable equivalent at a rate of 5 lbs. per 1,000 s.f.

Full compensation for providing and maintaining erosion control throughout the duration of the contract in accordance with the plans and these specifications shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

### **III-2.05 FENCING & GATES**

The Contractor shall replace or repair fencing and gates removed or damaged by his operations. Existing fence and gates shall be repaired or replaced with material equal to or better than existing condition and shall be approved by the Engineer. All fencing and gate replacement or repairs shall occur within one week of disturbance unless directed or approved otherwise.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in replacing or repairing fencing and gates, complete and in place, in accordance with the plans and specifications, shall be included in the contract price paid for various items of work, and no additional compensation will be allowed therefore.

### **III-2.06 WOOD BAFFLE WALL REPAIR**

Contractor shall remove existing T&G boards and place new 2' x 8' kiln dried select knotty tongue and groove Western Red Cedar boards in accordance with the plans and specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in wood baffle wall repair, complete and in place, in accordance with the plans and specifications, shall be included in the lump sum contract price paid for "Wood Baffle Wall Repair," and no additional compensation will be allowed therefore.

### **III-2.07 TRENCHES AND BACKFILL**

This work shall consist of performing all operations necessary to excavate earth and rock or other material, of whatever nature, including water, regardless of character and subsurface conditions, necessary to excavate trenches for pipes and appurtenances; to place backfill for structure, pipes and appurtenances and other facilities; to backfill trenches and depressions resulting from the removal of obstructions; to remove and replace unsuitable material; to construct protection dikes; to remove unstable material and slide material which may enter trenches; and to remove and dispose of offsite, all excess material, of whatever nature, resulting from trenching and backfilling operations. All such work shall be in conformance with the plans and these specifications or as directed by the Engineer. Typical trench details are shown on the plans.

Backfill material shall conform to the provisions in Section 19, "Earthwork," of the State Standard Specifications. Pervious backfill material required by the plans and these specifications shall be considered structure backfill and full compensation therefore shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

Where pipes are to be installed above original ground or in new embankment fills, the embankment shall first be constructed to the required height for a distance on each side of the pipeline location of not less than five feet (5'). Embankment shall have relative compaction of not less than ninety-five percent (95%). Upon completion and approval of the embankment the trench shall be excavated with the sides nearly vertical and the pipelines installed.

When a firm foundation is not encountered due to soft, spongy, or other unsuitable material, such material shall be removed to the limits directed by the Engineer, and the resulting excavation shall be backfilled with approved pervious backfill compacted to ninety percent (90%) relative compaction.

When removal of unsuitable material requires excavation to a depth greater than 12" below pipe flow line grade, the Engineer will determine the limits of the required excavation. Excavation limits shall be trench width for the length specified by the Engineer.

Ditches shall be kept clear for the purpose of handling road drainage. Drainage ways, walkways, and driveways shall be kept clear.

At the end of each working day, there shall be no open trench, unless otherwise permitted by the Engineer.

In connection with earthwork, all tests shall be made in conformance with the following requirements set forth in the State Standard Specifications:

<u>Tests</u>	<u>Test Method No</u>
Relative Compaction	Cal 216 & 231
Sand Equivalent	217
Resistance (R-value)	301
Sieve Analysis	202

Foreign material which falls into the trench prior to or during placement of the backfill shall be removed.

The trench widths set forth on the plans are minimum widths. Where excavation greater than the specified widths is necessary for execution of the work, machine or hand excavation to a stabilized slope will be permitted provided one-way traffic can be maintained. Minimum trench width is the distance face-to-face of trench walls or inside face to inside face of sheeting should solid sheeting be used. Maximum trench widths from the bottom of the trench to the top of the pipe shall be limited to six inches (6") outside the specified minimum trench width, except with specific approval by the Engineer.

The Contractor shall furnish all materials and facilities required for trench excavation and shall make trenches and excavation dry throughout all pipe laying operations.

The location of underground utilities or other obstructions shall be determined by the Contractor sufficiently in advance of excavation so that pipe alignment can be confirmed or re- routed without delay. Contractor's attention is directed to Section III-1.02, "Locate and Protect Existing Utilities," of these Special Provisions.

Material for Class 1 and Class 2 Backfill shall be placed in uniform horizontal layers not exceeding one foot (1') in thickness before compaction and shall be brought up uniformly on all sides of the trench, structure or facility. When the Contractor can satisfactorily demonstrate to the Engineer an alternative method of placing the backfill so that all requirements, other than the layer thickness, are met, the Engineer will permit the Contractor to use the alternative method. Under no circumstance will the Contractor use the alternative method unless the Engineer's approval is obtained in writing. Material for Class 3 Backfill shall be placed in layers not to exceed one foot (1') in thickness before compaction.

Each layer of backfill shall be compacted to a relative compaction indicated for the backfill involved.



Backfill shall not be placed until the pipe or other facility has been inspected by the Engineer and approved for backfilling. The percentage composition by weight as determined by laboratory sieves shall conform to the following requirements:

#### Class 1 Backfill

<u>Sieve Sizes</u>	<u>% Passing Sieves*</u>
No. 4	90-100
No. 200	<5

\*Gradations requirements may be waived with written approval from the Engineer.

"Crusher fines" are acceptable for Class 1 backfill. "Pervious backfill" shall be coarse or medium screenings in accordance with Section 37, "Bituminous Seals," of the State Standard Specifications or as otherwise approved by Engineer.

#### Class 2 Backfill

Class 2 Aggregate Base, 1-1/2" maximum, in accordance with Sections 26-1.02, 26-1.02B, 26-1.035 of the State Standard Specifications except that percentage of No. 200 material shall be 15-30% unless otherwise approved by the Engineer.

#### Class 3 Backfill

Material for Class 3 Backfill may consist of material from excavation free from rocks or lumps exceeding three inches (3") in greatest dimension, vegetable matter, and other unsatisfactory material. Backfill shall be compacted to the relative compaction shown on the plans or as set forth in these specifications.

#### Class 4 Backfill

Class 4 Backfill shall be cement-sand slurry comprised of aggregate, cement and water. The aggregate, cement and water shall be proportioned either by weight or volume. Cement used shall be 190 to 210 pounds for each cubic yard of material produced. The water content shall be sufficient to produce a fluid workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

Materials shall be thoroughly machine mixed in a rotary drum mix truck and placed in the trench from a direct truck discharge unless otherwise approved.

Mixing shall continue until cement and water are thoroughly dispersed throughout the material. All mixed slurry shall be placed within one hour of the introduction of water and cement to the material.

Aggregate shall be free of organic materials and other deleterious substances and have a minimum sand equivalent of 20. Aggregate shall conform to the following grading:

	Percent Passing
1/2" . . . . .	95-100%
3/8" . . . . .	80-100%
#4 . . . . .	75-100%
#100 . . . . .	10-24%

The Contractor may use Class 4 backfill, slurry backfill, at locations approved by the Engineer as an alternative to Class 1 backfill. Slurry backfill shall be placed to neat line trench walls using care to completely envelope the pipe in the backfill. Road surfacing will not be permitted until the Engineer is satisfied that the set is sufficient to support traffic but in no case prior to setting four (4) hours. The Contractor shall include in all items of work using slurry backfill the full cost of all labor and equipment to prevent traffic from crossing any trench with slurry backfill prior to setting.

The Contractor may use sufficient amounts of additives for speeding the set of slurry backfill in accordance with manufacturer's recommendations. No additive shall be used without prior approval of the Engineer as to type and amount.

Slurry backfill shall be placed in a uniform manner that prevents voids in, or segregation of the backfill and will not float the pipe.

Full compensation for complying with this section shall be included in the contract price paid for various items of work and no additional compensation will be allowed therefore.

**Full compensation for Class 4 backfill placed as a convenience to the Contractor shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.**

Class 4 backfill will be paid for as a separate item of work only when Class 4 backfill is called for on the plans or is placed upon direction of the Engineer. **Class 4 backfill shall be paid for at the contract price per cubic yard.**

### **III-2.08 COMPACTION TESTING**

The Owner will provide compaction tests at various locations during the work as directed by the Engineer. In the event of a test failure, the Contractor shall remove and recompact unacceptable backfill or fills in accordance with the plans and specifications.

**THE COST OF RE-TESTING SHALL BE BORNE BY THE CONTRACTOR.**

## **SECTION III-3 AERATION SYSTEM**

### **III-3.01 GENERAL**

Contractor shall install air header and appurtenances and Triplepoint Environmental Aeration System along the proposed alignment specified as set forth on the plans and in these specifications. Work will be conducted within the District property.

### **III-3.02 AERATION SYSTEM PIPING**

"Aeration Pipe" shall be CPVC or stainless steel in accordance with the plans and specifications. Aeration pipe shall be CPVC pipe, Sch. 40 or Sch. 10, Type 304 or 316 stainless steel pipe. All stainless-steel fittings, adaptors, or valves shall be Sch. 10 Type 304 or 316 stainless steel.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including testing, removal of existing piping and aeration system, pipe excavating, placing bedding and backfill material, and for doing all work involved in installing aeration pipe and appurtenances, including all CPVC and stainless-steel pipe and fittings, Christy boxes, and aeration system manifolds (supplied by District); disposal of all removed materials by the Contractor, and miscellaneous grading in accordance with the plans and these specifications shall be included in the lump sum contract price paid "Aeration System," and no additional compensation will be allowed therefore.

### **III-3.03 INSTALLATION**

Examine lagoon or basin areas and conditions, with Installer present, for compliance with requirements for the installation of the aeration system and other conditions affecting performance of the work. Examine aeration system components before installation. Reject components that are damaged. Proceed with installation only after unsatisfactory conditions have been corrected.

Aeration pipe shall be laid in strict conformity with the prescribed alignment and grade specified in the plans and these specifications, or as directed by the Engineer. Before any length of pipe is laid, it shall be carefully inspected for defects. No pipe or other material that shows defect shall be placed. Each section of pipe shall be laid in such a manner as to form an air-tight concentric joint with the adjoining pipe. The interior of the pipe shall be kept clear of all dirt and debris during construction.

All aeration pipe laying and joining, including the maximum deflection of joints in curved alignment, shall be in accordance with the pipe manufacturer's specifications and as directed by the Engineer.

Maximum allowable deflection for CPVC pipe after installation shall not exceed five percent of the average inside diameter at any location. Should the installed pipe exceed five percent deflection, the pipe must be re-excavated, bedded, and backfilled to adequately support the pipe and reduce the pipe deflection to five percent or less at no cost to the Owner. Correction by the use of a rerounder is unacceptable.

Contractor shall dispose of trench spoils offsite.

Contractor shall install and adjust aeration equipment in accordance with the drawings, approved shop drawings, and the manufacturer's instructions. Do not operate the equipment until the installation is approved by the manufacturer's representative.

Prior to connecting the aeration units to the feeder tubes, Contractor shall clean all piping, headers, and accessories through which air is delivered, so that all dust, dirt, oil, grease, or other foreign material will be effectively removed from contact with the air being blown through the diffusers. This cleaning shall be done with clean water at a velocity of 2 to 3 feet per second.

Contractor shall check installation prior to start-up for conformance to manufacturer's instructions. Adjust or modify equipment to ensure proper operation.

Full compensation for installing aeration system piping and appurtenances in accordance with the plans and these specifications shall be included in the contract price paid for the various items of work, and no additional compensation shall be allowed therefore.

#### **III-3.04 TESTING AND STARTUP**

1. General: After the installation of aeration equipment in one basin is complete and the installation is certified by the equipment manufacturer, field acceptance tests shall be conducted. The test procedures shall be generally as specified herein; specific written test procedures shall be submitted by the Contractor for review and approval by the Engineer. The field acceptance tests shall be conducted by the Contractor under the direct supervision of the equipment manufacturer.
2. After the air distribution system is flushed, it shall be pressure tested by the Contractor to 20 psi for one minute to ensure no leakage is present.

3. Air Leakage: The aeration system shall be turned on and the grid system shall be observed for air leakage. All leaking joints shall be repaired or replaced.
4. Test Results: If the equipment fails a field acceptance test, repairs, revisions, or replacement of equipment shall be made as deemed necessary by the Engineer.
5. After initial startup, under the supervision of a qualified representative of the manufacturer, a preliminary "running-in" period will be provided for the Contractor to make field tests and necessary adjustments.
6. Contractor shall place each piece of equipment in the system in operation until the entire system is functioning. All components shall continue to operate without alarms or shut downs, except as intended, for five (5) consecutive days to be considered started up.
7. Operator shall operate the equipment through the design performance range consistent with available flows. Adjust, balance, and calibrate and verify that the equipment, safety devices, controls, and process system operate within the design conditions. Each safety device shall be tested for proper setting and signal. Response shall be checked for each equipment item and alarm. Simulation signals may be used to check equipment and alarm responses.
8. At the end of the specified period of operation, the aeration system will be accepted if, in the opinion of the Engineer, the system has operated satisfactorily.



## APPENDIX A

# BEAR VALLEY WASTEWATER TREATMENT POND PROJECT

## STATE HIGHWAY 4 ALPINE COUNTY, CALIFORNIA, FEBRUARY 2019

GRADING NOTES:

1.

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
2.

A COPY OF THE APPROVED PLAN MUST BE AVAILABLE ON-SITE AT ALL TIMES.
3.

CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT 800-227-2600 FOR UTILITY LOCATION BEFORE EXCAVATION WORK.
4.

TO ALLOW FOR INSPECTION, ALL WORK IS TO BE PERFORMED DURING DAYLIGHT HOURS ONLY, MONDAY THRU FRIDAY, EXCLUDING COUNTY HOLIDAYS.
5.

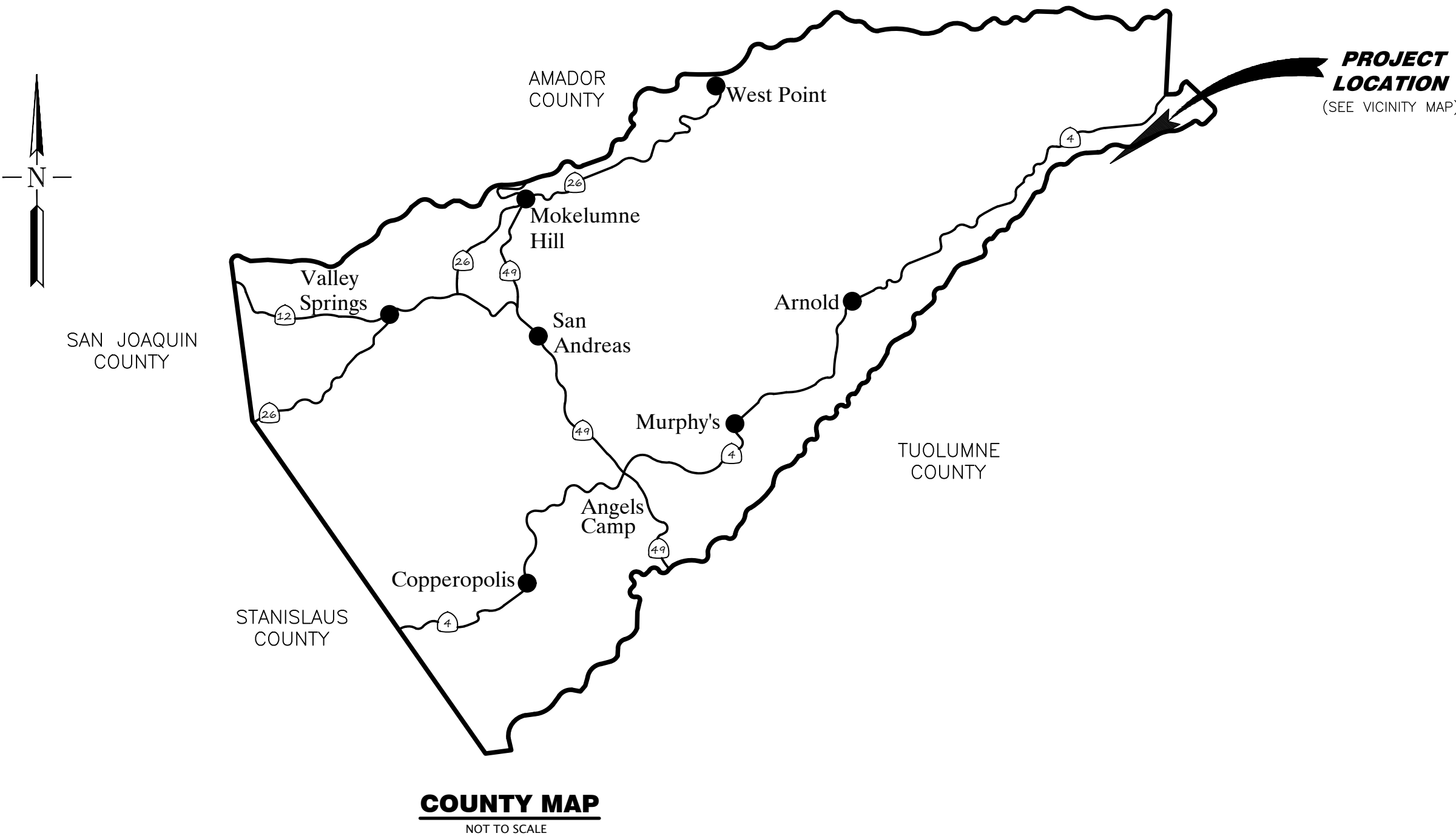
CONTRACTOR TO IMPLEMENT BEST MANAGEMENT PRACTICES (BMP'S) TO CONTROL EROSION AND REDUCE THE OFF-SITE DISCHARGE OF SEDIMENT TO THE MAXIMUM EXTENT PRACTICABLE.
6.

CONTRACTOR SHALL KEEP ADJOINING PUBLIC STREETS FREE OF DIRT, MUD, AND OTHER PROJECT RELATED DEBRIS THROUGHOUT CONSTRUCTION. ANY DAMAGE TO PUBLIC STREETS OR ROADWAYS SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE COUNTY.
7.

DUST GENERATION MUST BE MINIMIZED AND A WATER TRUCK MUST BE AVAILABLE ON-SITE FOR ADEQUATE DUST CONTROL.
8.

ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION AND COPIES OF ALL SUCH PERMITS SHALL BE AVAILABLE ON-SITE.
9.

IF MORE THAN ONE ACRE OF GROUND IS DISTURBED, THE CONTRACTOR MUST APPLY TO THE CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD FOR COVERAGE UNDER THE STATES "STORM WATER DISCHARGE PERMIT FOR CONSTRUCTION ACTIVITIES" AND COMPLY WITH ALL ASSOCIATED PERMIT REQUIREMENTS.



COUNTY MAP  
NOT TO SCALE

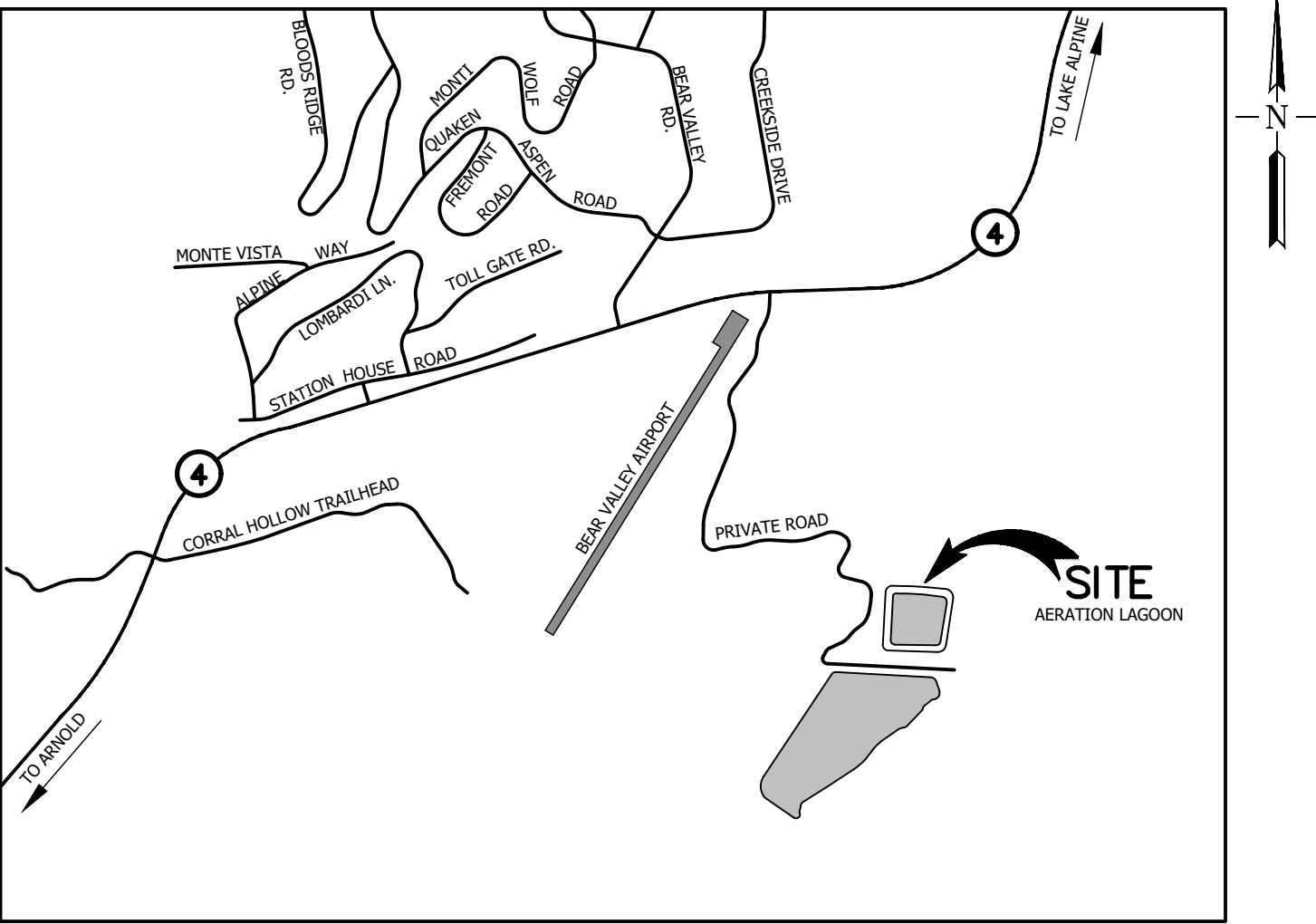
LEGEND:

ABBREVIATIONS / LINETYPES:

- (P)
- (E)
- FM — FM —
- 
- 
- - - - -
- - - - -

DESCRIPTION:

- PROPOSED
- EXISTING
- (E) FORCE MAIN PIPING
- (E) AERATION LAGOON BOTTOM
- (E) AERATION LAGOON TOP
- (E) DAYLIGHT LINE
- (E) DRAIN OR OUTLET PIPE



VICINITY MAP  
NOT TO SCALE

SHEET INDEX:

CIVIL SHEETS:

- C1

COVER SHEET
- C2

OVERALL SITE PLAN
- C3

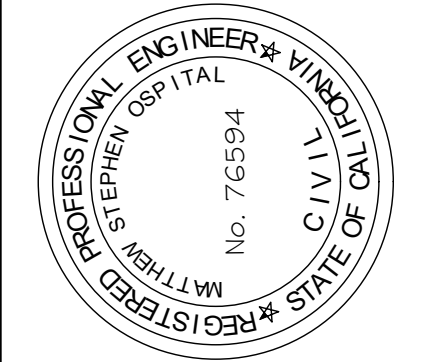
EXISTING AERATION SYSTEM AND BAFFLE REPAIR
- C4

PROPOSED AERATION SYSTEM

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISIONS		BY	
REV. No.	DESCRIPTION	REV. DATE	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			

BEAR VALLEY WASTEWATER TREATMENT POND PROJECT		CALIFORNIA
STATE HIGHWAY 4 COVER SHEET		ALPINE COUNTY



WSA

WEBER, GHIO

ASSOCIATES

civil engineering consultant

394 E. SAINT CHARLES ST.

PO BOX 251

(209) 754-1824

SAN ANDREAS, CA 95249

PRJ. No.:	2318
DATE:	02/12/2019
SCALE:	AS SHOWN
DRAWN BY:	DMV
CHECKED BY:	MSO

C1	
SHT. 1	of SHT. 4





# PRELIMINARY

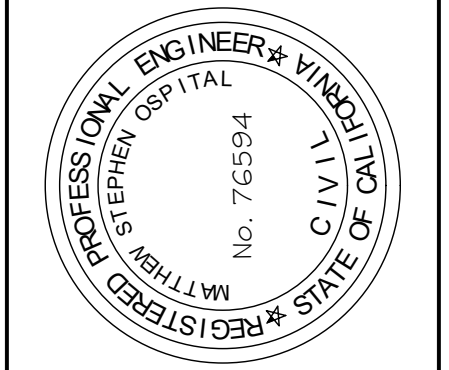
**NOT FOR CONSTRUCTION**

[illegible]

**BEAR VALLEY  
WASTEWATER TREATMENT POND  
PROJECT**

**STATE HIGHWAY 4**  
**OVERALL SITE PLAN**

ALPINE COUNTY CALIFORNIA



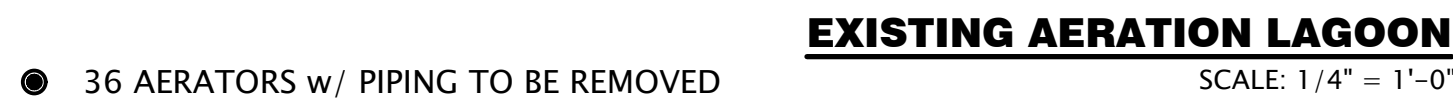
**WGA** WEBER, GHIO  
ASSOCIATES  
civil engineering consultant

394 E. SAINT CHARLES ST. | PO BOX 251 | SAN ANDREAS, CA 95249  
(209) 754-1824

<b>PRJ. No.:</b>	<b>2318</b>
<b>DATE:</b>	<b>02/12/2019</b>
<b>SCALE:</b>	<b>AS SHOWN</b>
<b>DRAWN BY:</b>	<b>DMV</b>
<b>CHECKED BY:</b>	<b>MSO</b>

## C2

SHT. 2 of SHT. 4

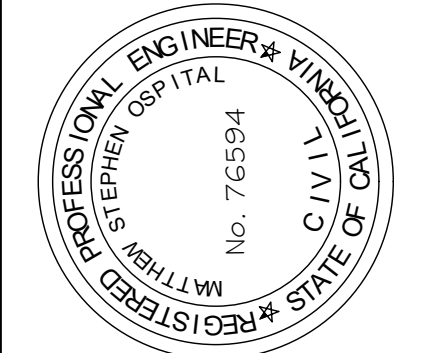


**PRELIMINARY**  
NOT FOR CONSTRUCTION

**BEAR VALLEY  
WASTEWATER TREATMENT POND  
PROJECT**

**STATE HIGHWAY 4  
EXISTING AERATION SYSTEM  
AND Baffle REPAIR**

**ALPINE COUNTY CALIFORNIA**



**WGA** WEBER, GHIO & ASSOCIATES  
civil engineering consultant

14 E. SAINT CHARLES ST. | PO BOX 251 | SAN ANDREAS, CA 95249  
(209) 754-1824

<b>PRJ. No.:</b>	<b>2318</b>
------------------	-------------

<b>DATE:</b>	<b>02/12/2019</b>
--------------	-------------------

**SCALE:** AS SHOWN

**DRAWN BY:** *DMV*

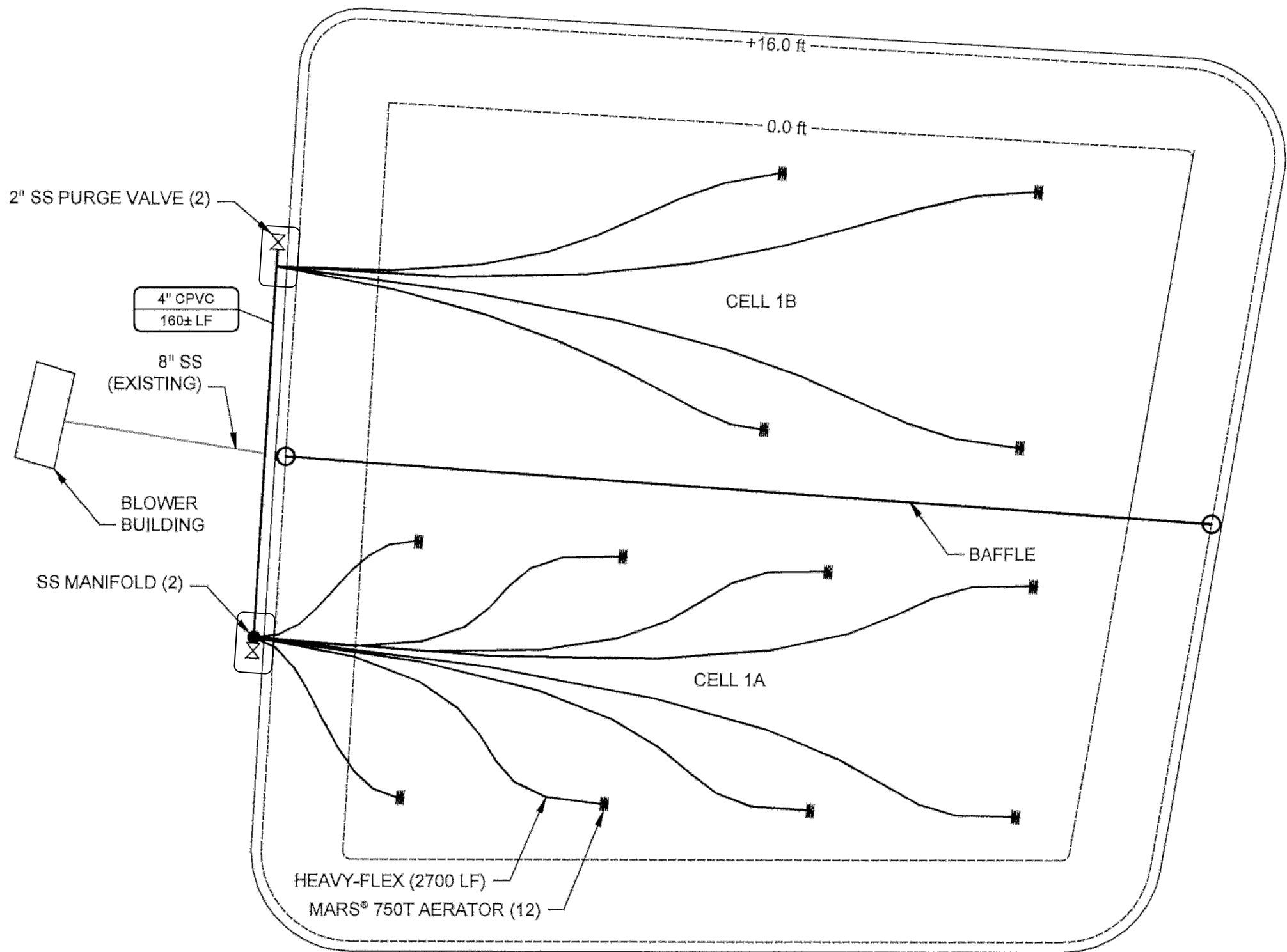
**CHECKED BY:** *MSO*

# C3

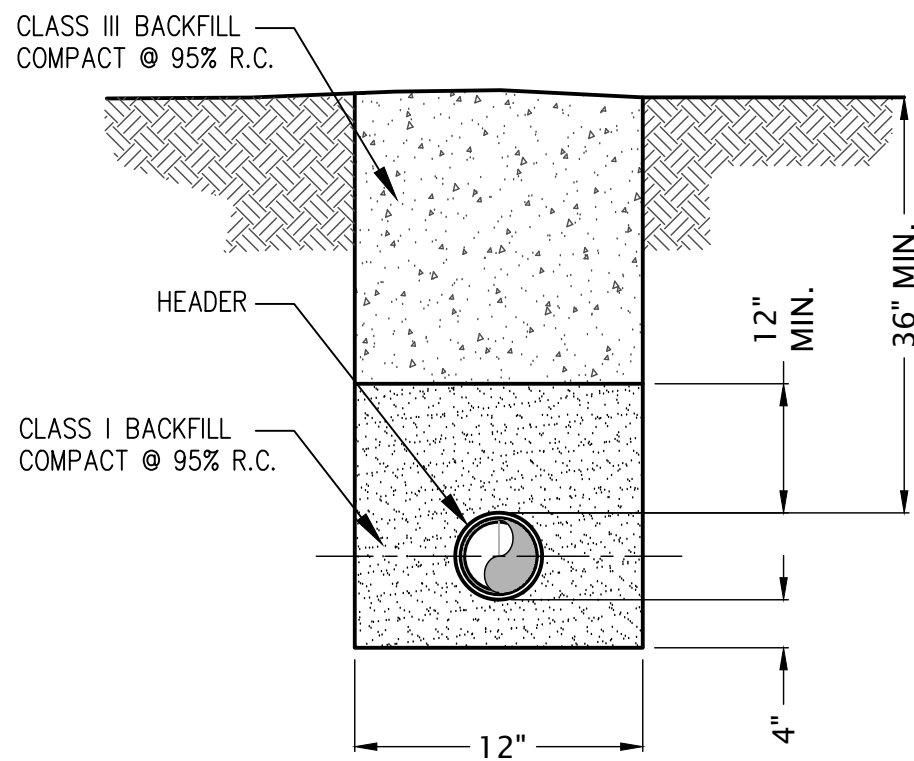
**SHT. 3 of SHT. 4**



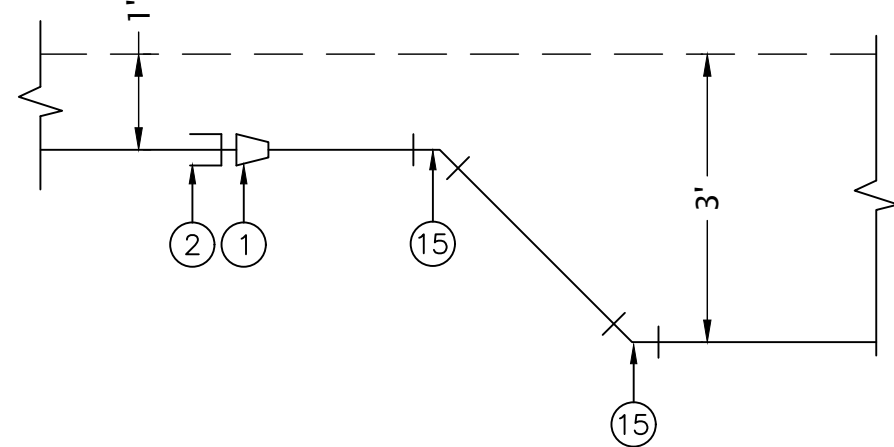
**AERATION LAYOUT**  
BEAR VALLEY CALIFORNIA



**AERATION LAGOON LAYOUT PLAN**  
SCALE: 1/4" = 1'-0"



**TRENCH DETAIL**  
NOT TO SCALE



**PLUMBING SCHEMATIC, SECTION "A" - "A"**  
NOT TO SCALE

**NOTES:**

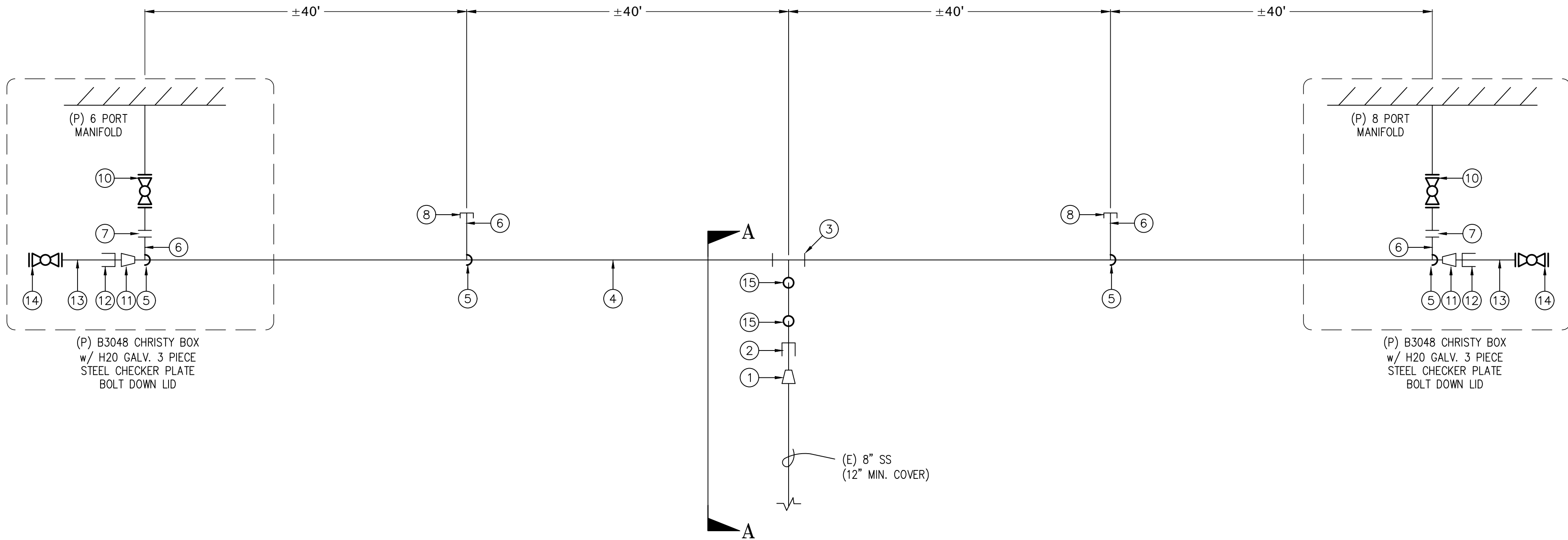
- EXISTING CONDITIONS ARE TAKEN FROM AERIAL PHOTOGRAPHS, FIELD OBSERVATIONS, AND/OR PRIOR CONSTRUCTION DOCUMENTS, WHEN AVAILABLE. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
- DRAWINGS ARE INTENDED FOR PLANNING PURPOSES TO PROVIDE A GENERAL OVERVIEW OF INSTALLATION OPTIONS AVAILABLE FOR USE WITH THE TRIPLEPOINT AERATION SYSTEM. REVISIONS MAY BE NECESSARY TO ACCOMMODATE PROJECT-SPECIFIC FEATURES.
- ALL DIMENSIONS AND SIZES ARE PRELIMINARY AND MAY NEED TO BE ALTERED BASED ON ACTUAL FIELD DIMENSIONS.
- IT IS RECOMMENDED THAT THE HEADER PIPE BE BURIED ON A FLAT SURFACE OR BERM. ADDITIONAL PIPE SUPPORT WILL BE REQUIRED FOR INSTALLATION OF HEADER ON SLOPED PART OF BERM IF NECESSARY.

TYPICAL SCOPE OF SUPPLY			
ITEM	DESCRIPTION	TPE	BC
1	BLOWERS	X	
2	HEADER PIPING AND VALVES		X
3	LATERALS AND/OR RISER STUBS		X
4	AERATION CONTROL MANIFOLDS	X	
5	AERATION CONTROL VALVES	X	
6	FLEXIBLE TUBING	X	
7	AERATORS	X	
TPE = TRIPLEPOINT ENVIRONMENTAL BC = BY CONTRACTOR			
NOTE: THIS SCOPE OF SUPPLY IS TYPICAL. CHECK QUOTATION FROM TRIPLEPOINT ENVIRONMENTAL, LLC FOR COMPLETE SCOPE OF SUPPLY.			

**NUMBERED NOTES:**

BILL OF MATERIALS HEADER FOR BEAR VALLEY			
ITEM	QUANTITY	UNITS	DESCRIPTION
①	1	EA.	8" X 4" SS REDUCER
②	1	EA.	4" SS X CPVC ADAPTER, WELD
③	1	EA.	4" CPVC TEE
④	1	EA.	4" SCH. 40 CPVC
⑤	162	L.F.	4" X 2.5" SS SADDLE, FPT
⑥	4	EA.	2.5" SS NIPPLE, MPT, LENGTH TBD
⑦	8	EA.	2.5" SS UNION, FPT
⑧	2	EA.	2.5" SS CAP, FPT
⑨	2	EA.	2.5" SS 90° ELBOW, FPT
⑩	2	EA.	2.5" BALL VALVE, MPT
⑪	2	EA.	4" X 2" CPVC REDUCER
⑫	2	EA.	2" SS X CPVC ADAPTER, FPT
⑬	2	EA.	2" SS NIPPLE, CLOSE
⑭	2	EA.	2" SS BALL VALVE, FPT
⑮	2	EA.	45° CPVC FITTING
N/A	8	EA.	4" CPVC COUPLING (WHERE REQUIRED)
ALL UNSPECIFIED MATERIAL SHALL BE SCH. 40 CPVC			
ALL STAINLESS SHALL BE MIN. SCH. 10 TYPE 304 OR 316			

NOTE:  
MATERIALS TO BE SUPPLIED BY CONTRACTOR UNLESS NOTED OTHERWISE.



**PLUMBING SCHEMATIC**  
NOT TO SCALE

**PRELIMINARY**  
NOT FOR CONSTRUCTION

REVISIONS					
REV. No.	DESCRIPTION	REV. DATE	BY		
①					
②					
③					
④					
⑤					
⑥					



# AGENDA ITEM

DATE: FEBRUARY 19, 2019

TO: BVWD BOARD OF DIRECTORS

FROM: JEFF GOUVEIA, DISTRICT GENERAL MANAGER

RE: MONTHLY OPERATIONS REPORT

---

1. Collections, Treatment & Disposal Operations - Update
  - a. Flows - Influent Flows & Pond Transfers
  - a. Volumes - Storage, Capacity & Disposal
2. Permit Compliance & Monitoring & Reporting Programs (MRPs) - Update
  - a. WDR MRP - Land Discharge Permit – Compliance & Reporting Update
    - i. Reporting Status Matrix – All Monthly Reporting Submitted On-Time
    - ii. Groundwater Monitoring Program – 3<sup>rd</sup> Tri Annual Monitoring Report Submitted On Time (Jan 24)
    - iii. 2018 Annual Operations Report – Submitted On Time (Jan 24)
  - b. NPDES MRP – Surface Water Discharge Permit – Compliance & Reporting Update
    - i. Reporting Status Matrix – All Monthly Reporting Submitted On-Time
    - ii. CVRWQCB Self-Monitoring Report Review – July – Oct 2018 – No Violations of WDRs/MRP
    - iii. 2018 Annual Operations Report – Submitted On Time (Jan 24)
3. Other
  - a. DSOD Dam Break Analysis / Inundation Mapping – 38 % Complete – March 29 Deliverables Target
  - b. Weber, Ghio & Associates (WGA) – Compensation for Engineering Services
  - c. Senate Bill 1343 – Sexual Harassment Training for employers with 5 or more employees
  - d. Winter 18-19 Operations Update:

# Board Meeting 2-19-19 Operations Report

## • Influent Flows (MG) – Total of ALL Wastewater Received / % change previous yr

<u>October 2018</u>	<u>October 2017</u>	<u>October 2016</u>
.501 / 107.5%	.466 / 68.8%	.677 / 140.2%
<u>November 2018</u>	<u>November 2017</u>	<u>November 2016</u>
.464 / 34.8%	1.335 / 135.0%	.989 / 179.5%
<u>December 2018</u>	<u>December 2017</u>	<u>December 2016</u>
.832 / 53.0%	1.571 / 54.2%	2.900 / 311.8%
<u>January 2019</u>	<u>January 2018</u>	<u>January 2017</u>
.883 / 38.7%	2.282 / 69.4%	4.713 / 339.6%
<u>February 2019</u>	<u>February 2018</u>	<u>February 2017</u>
	1.836 / 30.9%	5.943 / 236.0%

## • Transferred to PR (MG) - Volume of Water Moved from Treatment to Storage / % change previous yr

<u>October 2018</u>	<u>October 2017</u>	<u>October 2016</u>
5.643 / 905.8%(drawdown for TP maint.)	.623 / 37.7	1.653 / 102.4%
<u>November 2018</u>	<u>November 2017</u>	<u>November 2016</u>
.063 / 2.6%	2.452 / 228.1%	1.075 / 126.9%
<u>December 2018</u>	<u>December 2017</u>	<u>December 2016</u>
.071 / 5.6%	1.262 / 24.9%	5.074 / 159.3%
<u>January 2019</u>	<u>January 2018</u>	<u>January 2017</u>
.298 / 9.1%	3.271 / 43.5%	7.515 / 749.3%
<u>February 2019</u>	<u>February 2018</u>	<u>February 2017</u>
	2.206 / 25.4%	8.669 / 206.4%

## • Land Application - Annual Totals – MG Applied / % change previous yr

<u>2018</u>	<u>2017</u>	<u>2016</u>
23.215 / 144.6%	16.051 / 30.5%	52.572 / 215.4%

2018 Land Application Began June 1 - Ended August 20

## • Surface Discharge - Effluent Flow Discharge Totals – MG

<u>March 2018</u>	<u>April 2018</u>	<u>May 2018</u>	<u>June 2018</u>	<u>Total 2018 Discharge</u>
0.0	11.9	11.7	0.0	23.6
<u>March 2017</u>	<u>April 2017</u>	<u>May 2017</u>	<u>June 2017</u>	<u>Total 2017 Discharge</u>
15.8	29.9	29.7	16.9	92.3

## • Storage Reservoir Elevations and Volumes (based on 10/6/15 pressure chart):

- Empty (minimum pool) = 7063.0' = 0 MG = 0'
- Total Depth (w/2' Freeboard) = 7086.3' = 76.45 MG = 23.3'
- Total Depth (spillway) = 7088.3' = 85.86 MG = 25.3'
- Permitted Full Reservoir (2' Freeboard) = 7086.3' = 76.45 MG = 100%
  - Highest Level 2018 – 4/20/18 = 7078.3' = 42.88 MG = 56.1%
  - Highest Level 2017 – 3/8/17 = 7083.9' = 65.67 MG = 85.9%
  - Highest Level 2016 – 5/26/16 = 7081.9' = 57.16 MG = 74.7%
  - Highest Level 2015 – 5/21/15 = 7070.1' = 15.48 MG = 20.2%
  - Highest Level 2014 – 5/8/14 = 7072.3' = 21.93 MG = 28.7%
  - Highest Level 2013 – 5/16/13 = 7073.5' = 25.84 MG = 33.8%
  - Highest Level 2012 – 5/10/12 = 7078.6' = 44.03 MG = 57.6%
  - Highest Level 2011 – 7/10/11 = 7084.47' = 112.42 MG = 106.2% (1974 capacity curve in use until 12/11)
  - Current Storage Volume = 7069.5 = 13.81 MG = 18.06 % (2/13/2019)
  - Storage Volume 1 Year Ago = 7070.8 = 17.49 MG = 22.9% (2/15/2018)

- **Collection System 2018:** Jet 6990', % change previous yr: 230%. Video 2330', % change previous yr: 172.6%  
**2017** Jet 3030' Video 1350'





File Edit View Favorites Tools Help

CRTN - Scripps Orbit and ...

Listen Live KQED Public ...

addVANTAGE Pro 6 - jeff ...

Alpha Analytical Laborato...

ArcGIS - Sign In - User-g...

SmartCover® Monitoring Syst...

7-Day Forecast for Latitude 38...

Listen Live | Radio | K

BVWD A



## SMR / DMR Reporting

Facility Name: Bear Valley WWTF

Water Board Office: Region 5S - Sacramento

Reporting Level: Level I

To review or submit a report, select it from the list below. To change the list of reports, check the status types and/or enter start and end dates.

### Show reports that meet these criteria

Status:

- ☒ Submitted - report was already submitted to water board
- ☒ In-Progress - report has been edited but not submitted
- ☒ Past Due - report deadline has passed and report has not been submitted
- ☒ Future - report due date is in the future
- ☒ Withdrawn - report has been withdrawn

Show Report Due Between: 08/14/2018 and 08/14/2019

Refresh List

Show Calendar Year

Menu | Help | Log out

Navigate to:

You are logged-in as: gmbearvalleywater. If this account does not belong to you, please log out.

Order Number: 5-01-208

Case Worker: Kenny Croyle

Search results:

ID	Report Name	Type	Frequency	Reporting Period	Due Date	Status	Date Received	Date Reviewed	Certified Violations
2153878	January 2019	MONRPT	Monthly	01/01/2019 - 01/31/2019	03/01/2019	Future			No
2170219	February 2019	MONRPT	Monthly	02/01/2019 - 02/28/2019	04/01/2019	Future			No
2172199	March 2019	MONRPT	Monthly	03/01/2019 - 03/31/2019	05/01/2019	Future			No
2172200	April 2019	MONRPT	Monthly	04/01/2019 - 04/30/2019	06/01/2019	Future			No
2077227	July 2018	MONRPT	Monthly	07/01/2018 - 07/31/2018	09/01/2018	Submitted	08/22/2018		No
2048796	Q1 2018 (3 times per year)	GR_WATER	Quarterly	04/01/2018 - 07/31/2018	09/01/2018	Submitted	08/06/2018		No
2089311	August 2018	MONRPT	Monthly	08/01/2018 - 08/31/2018	10/01/2018	Submitted	08/24/2018		No
2108578	September 2018	MONRPT	Monthly	09/01/2018 - 09/30/2018	11/01/2018	Submitted	10/25/2018		No
2089312	Q2 2018 (3 times per year)	GR_WATER	Quarterly	08/01/2018 - 09/30/2018	11/01/2018	Submitted	10/15/2018		No
2118528	October 2018	MONRPT	Monthly	10/01/2018 - 10/31/2018	12/01/2018	Submitted	11/27/2018		No
2132189	November 2018	MONRPT	Monthly	11/01/2018 - 11/30/2018	01/01/2019	Submitted	12/19/2018		No
2015249	2018	MONRPT	Annual	01/01/2018 - 12/31/2018	02/01/2019	Submitted	01/24/2019		No
2118530	Q3 2018 (3 times per year)	GR_WATER	Quarterly	10/01/2018 - 12/31/2018	02/01/2019	Submitted	01/24/2019		No
2138328	December 2018	MONRPT	Monthly	12/01/2018 - 12/31/2018	02/01/2019	Submitted	01/08/2019		No

Export to Excel Show: 100  
Previous 1-14 of 14 Next

**Bear Valley Water District – Third  
Tri-Annual 2018 Groundwater  
Monitoring Report**



Prepared for:  
Bear Valley Water District  
PO Box 5027  
Bear Valley, California 95223

Prepared by:  
Stantec Consulting Services Inc.  
1340 Treat Boulevard, Suite 300  
Walnut Creek, California 94597

January 23, 2019

# BEAR VALLEY WATER DISTRICT – THIRD TRI-ANNUAL 2018 GROUNDWATER MONITORING REPORT

Executive Summary  
January 23, 2019

## 1.0 Executive Summary

- Groundwater elevation monitoring during the third tri-annual monitoring event of 2018 indicates flow that was roughly perpendicular to site topography and generally towards the northwest at a horizontal gradient ranging from 0.072 to 0.079;
- Groundwater quality monitoring indicates pH (MW-3), iron (MW-1, MW-3, MW-4, and MW-6), and manganese (MW-1, MW-4, and MW-6) exceeded water quality goals for agricultural and/or potable use during the third tri-annual monitoring event. Monitoring wells MW-2 and MW-5 did not contain sufficient water to be sampled during the third tri-annual monitoring event.
- Revised background statistics were computed and the site-specific groundwater limitations updated as part of the Third Tri-Annual 2018 Groundwater Monitoring Report. Of all the constituents assessed tri-annually in 2018, iron and manganese (MW-1 and MW-6) were present at concentrations that may be considered above water quality objectives, at statistically significant levels. Conditions that naturally favor iron and manganese mobilization are present in shallow groundwater in the area, including acidic soils and naturally low pH. Thus, these exceedances should not be considered as irrefutable proof that an impact do to wastewater disposal has occurred. The background statistics will again be updated as part of the Third Tri-Annual 2019 Groundwater Monitoring Report.
- Statistical analysis indicates that all of the remaining parameters assessed in 2018, including: nitrate, ammonia, pH, boron, chloride, sodium, and total coliform were in compliance with site specific groundwater limitations, indicating further compliance with State's Anti-Degradation Policy;
- Only one background well exists and thus computed 2018 background statistics could not reasonably account for natural special variations in water chemistry common in shallow groundwater systems. Furthermore, surface water from a nearby stream may influence (likely through dilution) groundwater quality due to its close proximity to the shallow background monitoring well; and,
- Lack of a groundwater monitoring network that adequately accounts for spatial variations in background groundwater quality remains the most significant monitoring deficiency at the wastewater treatment and disposal facility. Should additional information be required regarding spatial changes in background water chemistry additional background well should be installed.





File Edit View Favorites Tools Help

CRTN - Scripps Orbit and ...

Listen Live KQED Public ...

addVANTAGE Pro 6 - jeff...

Alpha Analytical Laborato...

ArcGIS - Sign In - User-g...

BVWD Admin



Menu | Help | Log out

Navigate to:

You are logged-in as: gmbearvalleywater. If this account does not belong to you, please log out.

## SMR / DMR Reporting

Facility Name: Bear Valley WWTF

Water Board Office: Region 5S - Sacramento

Reporting Level: Level II

Order Number: RS-2016-0045-01  
Case Worker: Mohammad Farhad  
All Electronic Date: 08/01/2016

To review or submit a report, select it from the list below. To change the list of reports, check the status types and/or enter start and end dates.

Status:

☒ Submitted - report was already submitted to water board  
☒ In-Progress - report has been edited but not submitted  
☒ Past Due - report deadline has passed and report has not been submitted  
☒ Future - report due date is in the future  
☒ Withdrawn - report has been withdrawn

Show Report Due Between: 08/14/2018 and 08/14/2019

Refresh List

Show Calendar Year

Search results:

Export to Excel Show: 100  
Previous 1-14 of 14 Next

ID	Report Name	Type	Frequency	Reporting Period	Due Date	Status	Date Received	Dpts Reviewed	Certified Violations	Report	Withdrawal
1894789	January 2019	MONNPDES	Monthly	01/01/2019 - 01/31/2019	03/01/2019	Future			No		
1894800	February 2019	MONNPDES	Monthly	02/01/2019 - 02/28/2019	04/01/2019	Future			No		
1894801	March 2019	MONNPDES	Monthly	03/01/2019 - 03/31/2019	05/01/2019	Future			No		
1894802	April 2019	MONNPDES	Monthly	04/01/2019 - 04/30/2019	06/01/2019	Future			No		
1894803	May 2019	MONNPDES	Monthly	05/01/2019 - 05/31/2019	07/01/2019	Future			No		
1894804	June 2019	MONNPDES	Monthly	06/01/2019 - 06/30/2019	08/01/2019	Future			No		
1894792	July 2018	MONNPDES	Monthly	07/01/2018 - 07/31/2018	09/01/2018	Submitted	08/22/2018	11/29/2018	No	Download Report	
1894793	August 2018	MONNPDES	Monthly	08/01/2018 - 08/31/2018	10/01/2018	Submitted	09/24/2018	11/29/2018	No	Download Report	
1894794	September 2018	MONNPDES	Monthly	09/01/2018 - 09/30/2018	11/01/2018	Submitted	10/25/2018	11/29/2018	No	Download Report	
1894795	October 2018	MONNPDES	Monthly	10/01/2018 - 10/31/2018	12/01/2018	Submitted	11/27/2018	11/29/2018	No	Download Report	
1894796	November 2018	MONNPDES	Monthly	11/01/2018 - 11/30/2018	01/01/2019	Submitted	12/19/2018		No	Download Report	
1973993	2019/01/30 (Tech Rpt IX.D.4)	TECHRPT	Once	01/30/2019 - 01/30/2019	01/30/2019	Submitted	01/24/2019		No	Download Report	
1894798	2018	MONNPDES	Annual	01/01/2018 - 12/31/2018	02/01/2019	Submitted	01/24/2019		No	Download Report	
1894797	December 2018	MONNPDES	Monthly	12/01/2018 - 12/31/2018	02/01/2019	Submitted	01/09/2019		No	Download Report	

**Central Valley Regional Water Quality Control Board**

30 November 2018

RECEIVED DEC - 6 2018

Jeff Gouveia  
General Manager  
Bear Valley Water District  
P.O. Box 5027  
Bear Valley, CA 95223

***SELF-MONITORING REPORT REVIEW, BEAR VALLEY WATER DISTRICT, BEAR VALLEY  
WASTEWATER TREATMENT FACILITY, ALPINE COUNTY***

The Bear Valley Water District (Discharger) discharges treated wastewater from the Bear Valley Wastewater Treatment Facility (Facility), which is regulated by surface water discharge permit Waste Discharge Requirements (Surface Water WDRs) Order R5-2016-0045-01 (NPDES CA0085146) and land discharge Waste Discharge Requirements Order 5-01-208 (Land Discharge WDRs). The Monitoring and Reporting Programs (MRPs) of both WDRs require monitoring for constituents and other parameters and specifies the location and frequency of monitoring. Central Valley Water Board staff has reviewed the electronic self-monitoring reports (eSMRs) for the Surface Water WDRs submitted by the Discharger for the **July 2018** through **October 2018** monitoring periods.

No discharge to surface water occurred during the period reviewed under cover of this letter, and no violations of the WDRs or MRP were identified from review of the eSMRs.

**Submittals Required by Surface Water WDRs**

No technical or progress reports were required by WDRs R5-2016-0045-01 during the period reviewed under cover of this letter. The next report required is the *2018 Annual Operations Report*, which is due 30 January 2019.

If you have any questions, please contact me at (916) 464-1181 or by email at [mfarhad@waterboards.ca.gov](mailto:mfarhad@waterboards.ca.gov).



MOHAMMAD FARHAD  
Water Resource Control Engineer  
NPDES Compliance and Enforcement Unit



## Jeff Gouveia

---

**From:** Ryan Greif <ryan.greif@meadhunt.com>  
**Sent:** Tuesday, January 8, 2019 10:51 AM  
**To:** Jeff Gouveia  
**Cc:** Lalitha Benjaram  
**Subject:** Final Inundation Mapping Regulations  
**Attachments:** DWR DSOD Final Inundation Mapping Regulations.pdf

Hi Jeff,

DWR finalized their inundation mapping regulations and they went into effect on November 29, 2018. I did not receive a notice when this happened as I expected, so we just found this ourselves last week. I have reviewed and identified a couple scope reductions and also a couple scope increases, discussed below. Of these, only the first one listed is directly related to changes in the regs. The final regs are attached for your reference. Our schedule is for draft deliverables to you by March 29, four months after these regulations became effective. I will call you shortly to discuss.

### Scope Reductions:

- Separate deflood time maps are no longer required. We will produce a single map with depth, velocity, and arrival time.
- The low-level outlet is not a critical appurtenant structure according to DSOD's latest analysis, so we will only map the failures of the north and south dams.

### Scope Increases:

- We identified the LiDAR data that became available after we scoped the project, and processed that data to include in the study.
- We will investigate a possible sequential failure of the lagoon, which may be overtopped and/or eroded due to breach flow from the north dam.

### Ryan Greif, PE, CFM | Water Resources

Mead & Hunt | 180 Promenade Circle, Suite 240 | Sacramento, CA 95834

Direct: 916-993-4647 | Main: 916-971-3961

[ryan.greif@meadhunt.com](mailto:ryan.greif@meadhunt.com) | [www.meadhunt.com](http://www.meadhunt.com) | [Streamline blog](#)

This email, including any attachments, is intended only for the use of the recipient(s) and may contain privileged and confidential information, including information protected under the HIPAA privacy rules. Any unauthorized review, disclosure, copying, distribution or use is prohibited. If you received this email by mistake, please notify us by reply e-mail and destroy all copies of the original message.



Remit payment to:  
Mead & Hunt | Accounts Receivable  
2440 Deming Way | Middleton, WI 53562-1562  
1-888-364-7272 | AccountsReceivable@meadhunt.com

## Invoice

February 14, 2019

Project No: R4583100-180960.01

Invoice No: 287732

Jeff Gouveia  
Bear Valley Water District  
441 Creekside Drive  
Bear Valley, California 95223

Project R4583100- BVWD Bear Valley SH Dam Inundation Map  
180960.01

6/13/18 Contract

Professional Services from January 1, 2019 to January 31, 2019

### Fee

Phase	Fee	Percent Complete	Earned	Current
Lump Sum	19,614.00	38.5656	7,564.25	6,060.25
Total Fee	19,614.00		7,564.25	6,060.25
		Previous Fee Billing	1,504.00	
	Total			6,060.25
		Total this invoice		\$6,060.25



P.O. Box 251  
394 E. St. Charles Street  
San Andreas, CA 95249  
(209) 754-1824

RECEIVED FEB - 4 2019

January 30, 2019

Bear Valley Water District  
P.O. Box 5027  
Bear Valley, CA 95223

RE Compensation for Engineering Services

In 2015, WGA requested and received a change in compensation for professional services provided to the District. (See attached 2015 Rate Schedule.) This rate schedule has been in effect since March 2015.

WGA has strived to control costs in order to provide services in the most cost effective manner. Unfortunately, due to costs beyond our control, expenses have continued to increase significantly during the last four years. In order to retain qualified personnel and provide the level of service required by the District, we hereby request an increase in compensation to the 2018 Rate Schedule (attached). You will find these rates comparable or lower than local professionals providing these services.

We respectfully request the District consider this change in compensation to be effective March 1, 2019.

Should you have questions regarding this request, please contact me at your convenience. Notify me of your Board of Directors meeting date and I will be present for discussion.

A handwritten signature in blue ink, appearing to read 'Matt Ospital'.

Matt Ospital, P.E., President

Attachments





RECEIVED FEB - 4 2019

## RATE SCHEDULE

*Effective January 2018*

Principal Engineer	\$185.00/hour
Senior Civil Engineer	\$163.00/hour
Senior Planner	\$139.00/hour
Associate Engineer	\$143.00/hour
Project Manager	\$130.00/hour
Engineering Technician	\$ 114.00/hour
Project Administrator/Assistant	\$ 114.00/hour
Senior Draftsperson	\$ 95.00/hour
Junior Draftsperson	\$ 75.00/hour
Resident Engineer	\$138.00/hour min.*
Construction Inspector II	\$111.00/hour
Construction Inspector I	\$ 95.00/hour
Computer Operator	\$101.00/hour
General Office Personnel	\$ 94.00/hour
CADD System	\$ 19.50/hour
Court Appearances - Expert Witness	\$200/hour, \$500 min.

Vehicles @ \$.575/mile.

Large Format Drawings per print schedule.

**Materials and Outside Services will be billed at actual cost plus 15%.**

\*Rate dependent upon project complexity and client requirements.

RECEIVED FEB - 4 2019

**EXHIBIT 1**

**COMPENSATION**

**WEBER, GHIO & ASSOCIATES, INC.  
RATE SCHEDULE**

***Effective January 2015***

Principal Engineer	\$180.00/hour
Senior Civil Engineer	\$158.00/hour
Senior Planner	\$134.00/hour
Associate Engineer	\$138.00/hour
Project Manager	\$125.00/hour
Engineering Technician	\$ 109.00/hour
Project Administrator/Assistant	\$ 109.00/hour
Senior Draftsperson	\$ 89.00/hour
Junior Draftsperson	\$ 70.00/hour
Construction Inspector II	\$106.00/hour
Construction Inspector I	\$ 90.00/hour
Resident Engineer	\$133.00/hour min.*
Computer Operator	\$ 96.00/hour
General Office Personnel	\$ 89.00/hour
CADD System	\$ 19.50/hour
Court Appearances - Expert Witness	\$200/hour, \$500 min.

Vehicles @ \$.575/mile.

Large Format Drawings per print schedule.

**Materials and Outside Services will be billed at actual cost plus 15%.**

\*Rate dependent upon project complexity and client requirements.



**From:** Blake Jackson <BlakeJackson@calchamber.com>  
**Sent:** Wednesday, January 9, 2019 1:03 PM  
**To:** gmbearvalleywater@sbcglobal.net  
**Subject:** Sexual Harassment Prevention Training — It's the Law

Are you prepared? Senate Bill 1343 changes the requirements around sexual harassment prevention training.

**From the desk of  
Blake Jackson**

CalChamber  
Member Relations Manager  
1 (800) 649-4921 Ext. 565



**Hello, Jeff!**

The powerful and highly-publicized #MeToo movement made a significant impact in 2018 not only on workplaces and individuals in all sorts of industries, but also on lawmakers — who responded by introducing and passing legislation aimed at curbing harassment in the workplace.

Perhaps the most significant new law affecting employers' policies and practices is Senate Bill 1343, which changes the requirements around sexual harassment prevention training — as of January 1, 2019, **all employers with five or more employees** are now required to provide two hours of sexual harassment prevention training to supervisors and one hour to nonsupervisory employees within six months of hire or promotion, and every two years after that.

Under this new law, **all employees must complete their training before January 1, 2020** — and the Department of Fair Employment and Housing determined that this means training must be done during the 2019 calendar year. This includes supervisors trained in 2018 under the prior law — yes, they will need to retrain in 2019 too. Temporary and seasonal employees must be trained within 30 days of hire or 100 hours worked, whichever is earlier. Temporary services employers will be responsible for training employees who are placed with clients.

Not sure how to proceed given these new harassment prevention laws and regulations? HRCalifornia can help. Access to HRCalifornia is not available to the general public; resources to make sure you're following all protocols and procedures to keep you compliant with the law and keep sexual harassment out of your workplace are **free and**

**Your Account (#1061246)**

- Customer since 11/27/2017

**Tip of the Month and What's New**

Do you have a [workplace safety program](#) in place to protect workers and reduce the chance of costly claims?

The last topics of 2018 on HRCalifornia saw **6 new additions** based on questions asked of our HR Advisers on the Labor Law Helpline. Check out the "What's New for Members" section below for details.

**Featured Member Benefit**



**Bear Valley Water District**  
Performance vs. Budget  
December 2017 vs. December 2018

	Prior Year July 1 - Dec. 31	FY 17-18 Budget	FY 17-18 % Budget	Current Year July 1 - Dec. 31	FY 18-19 Budget	FY 18-19 % Budget	Variance Explanation
<b>REVENUES</b>							
Residential	293,824	589,000	50%	294,425	586,000	50%	
Commercial	122,175	190,000	64%	135,202	176,000	77%	
<b>Subtotal Operating Revenue</b>	<b>415,999</b>	<b>779,000</b>	<b>53%</b>	<b>429,628</b>	<b>762,000</b>	<b>56%</b>	Revenue Target - 50%
<b>EXPENSES</b>							
Salaries & Benefits	162,363	325,776	50%	178,050	347,108	51%	
Director Expenses	1,035	3,000	34%	400	3,000	13%	
Operator Training & Certs		1,500	0%	329	1,500	22%	
Gas, Diesel, Oil & Filters	1,877	3,000	63%	1,824	3,000	61%	On Target
Insurance	15,695	22,500	70%	12,391	23,000	54%	
Memberships & Conferences	3,126	5,500	57%	6,137	8,000	77%	On Target
Office Expenses & Supplies	7,358	10,000	74%	6,056	10,000	61%	
Field Expenses & Supplies	18,003	18,000	100%	15,969	15,000	106%	Bio-Aug, Disinfect, Dechlor
Grooming, Snow Removal & Vehicle Storage	750	3,500	21%	775	3,500	22%	
Engineering & Consulting	2,733	5,000	55%	4,575	5,000	91%	Permit Mod / Diff Upgrade Proj
Legal & Accounting	8,755	10,000	88%	10,862	10,000	109%	Audit, Pub Cont, Procur Policy
Equipment Rental	386	600	64%	429	600	72%	
Repairs & Maintenance	65,803	78,214	84%	27,818	60,000	46%	
Laboratory Fees	14,816	25,000	59%	8,006	18,000	44%	
Regulatory Reporting & Comp. Projects	3,518	6,500	54%	3,434	6,500	53%	
Taxes, Fees, Licenses & Assessments	28,702	30,000	96%	33,818	33,000	102%	Inc Permit & Dam Fees
Utilities	25,896	55,000	47%	33,331	55,000	61%	Inc Elec for Treatment
<b>Subtotal Operating Expenses</b>	<b>360,815</b>	<b>603,090</b>	<b>60%</b>	<b>344,201</b>	<b>602,208</b>	<b>57%</b>	Expense Target =60%
<b>Net Operational Income</b>	<b>55,184</b>	<b>175,910</b>	<b>31%</b>	<b>85,427</b>	<b>159,792</b>	<b>53%</b>	
<b>OTHER REVENUE</b>							
Interest Income - LAIF	1,742	2,000	87%	3,519	4,000	88%	
Late Fee, Penalties and Interest	5,520	10,000	55%	6,017	0	UBD	
Expense Reimbursements - USFS Campground	3,863	3,863	100%	2,870	2,870	100%	
Expense Reimbursements - Concessionnaire	5,290	5,290	100%	4,608	4,608	100%	
Misc Other Income	34	0	UBD	209	0	UBD	
<b>Subtotal Other Revenue</b>	<b>16,448</b>	<b>21,153</b>	<b>78%</b>	<b>17,223</b>	<b>11,478</b>	<b>150%</b>	
<b>OTHER EXPENSES</b>							
Loan Interest	9,689	18,809	52%	8,815	17,203	51%	
Depreciation	45,449	114,223	40%	55,902	103,451	54%	
Misc Expense	10	0	UBD	10	0	UBD	
<b>Subtotal Other Expenses</b>	<b>55,147</b>	<b>133,032</b>	<b>41%</b>	<b>64,727</b>	<b>120,654</b>	<b>54%</b>	
<b>Net Other Income</b>	<b>(38,699)</b>	<b>(115,156)</b>	<b>34%</b>	<b>(47,503)</b>	<b>(109,176)</b>	<b>44%</b>	
<b>NET INCOME</b>	<b>16,486</b>	<b>60,754</b>	<b>27%</b>	<b>37,924</b>	<b>50,616</b>	<b>75%</b>	
<b>NON CASH EXPENDITURES (included in net income)</b>							
Depreciation	45,449	114,223	40%	55,902	103,451	54%	
<b>Subtotal Non-Cash Expenses</b>	<b>45,449</b>	<b>114,223</b>	<b>40%</b>	<b>55,902</b>	<b>103,451</b>	<b>54%</b>	
<b>CASH EXPENDITURES (Not Included in net income)</b>							
Capital Improvements / Replacements	(119,708)	(117,500)	102%	(61,487)	(92,500)	66%	BG Lift Station Upgrade
Loan Payments - Principal	(18,480)	(37,629)	49%	(19,354)	(39,134)	49%	
<b>Subtotal Addl Cash Expenses</b>	<b>(138,188)</b>	<b>(155,129)</b>	<b>89%</b>	<b>(80,841)</b>	<b>(131,634)</b>	<b>61%</b>	
<b>NET CASH FLOW</b>	<b>-76,254</b>	<b>19,848</b>	<b>-384%</b>	<b>12,984</b>	<b>22,433</b>	<b>-33%</b>	



**BVWD**  
**Balance Sheet Prev Year Comparison**  
**As of December 31, 2018**

	<u>Dec 31, 18</u>	<u>Dec 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
11015 · F&M Bank	373,842.79	294,331.73	79,511.06	27.01%
11018 · LAIF	307,488.61	301,432.84	6,055.77	2.01%
11020 · Petty Cash	50.00	50.00		
11025 · Capital Facilities Fund	21,656.00	21,656.00		
<b>Total Checking/Savings</b>	<u>703,037.40</u>	<u>617,470.57</u>	<u>85,566.83</u>	<u>13.86%</u>
<b>Accounts Receivable</b>				
11050 · Accounts Receivable	2,896.90	-17,631.23	20,528.13	116.43%
<b>Total Accounts Receivable</b>	<u>2,896.90</u>	<u>-17,631.23</u>	<u>20,528.13</u>	<u>116.43%</u>
<b>Other Current Assets</b>				
11055 · Accounts Receivable-Tax Roll	18,317.28	13,862.95	4,454.33	32.13%
11140 · Prepaid Insurance	3,983.25	3,674.72	308.53	8.4%
<b>Total Other Current Assets</b>	<u>22,300.53</u>	<u>17,537.67</u>	<u>4,762.86</u>	<u>27.16%</u>
<b>Total Current Assets</b>	<u>728,234.83</u>	<u>617,377.01</u>	<u>110,857.82</u>	<u>17.96%</u>
<b>Fixed Assets</b>				
12010 · Land	25,805.16	25,805.16		
12020 · SbSrfLine	1,196,893.29	1,196,893.29		
12040 · Col Facilities	425,176.65	365,904.61	59,272.04	16.2%
12041 · LA Facilities	166,428.79	166,428.79		
12050 · TRT Facilities	1,127,133.14	1,122,304.14	4,829.00	0.43%
12060 · DSP Facilities	1,244,788.01	1,217,330.65	27,457.36	2.26%
12080 · P & A (Plant & Admin)Facilities	482,118.91	340,264.59	141,854.32	41.69%
12100 · Accumulated Depreciation	-2,617,790.52	-2,505,708.50	-112,082.02	-4.47%
<b>14030 · Work in Progress</b>				
14030.0 · W.I.P. - GIS Consulting Support	2,250.00	19,778.00	-17,528.00	-88.62%
14030.5 · WIP - Dechlorination System II		13,495.63	-13,495.63	-100.0%
14030.8 · SCADA Monitoring Alarm System		118,292.32	-118,292.32	-100.0%
14031.0 · W.I.P. Eq. House Transfer Pumps		4,829.00	-4,829.00	-100.0%
16501.1 · W.I.P. Mix Zone Study Phase II		13,233.50	-13,233.50	-100.0%
16530 · Hydro Jetter		59,272.04	-59,272.04	-100.0%
16540 · Bee Gulch Lift Station Upgrade	60,407.85		60,407.85	100.0%
16550 · Inundation Mapping Project	1,504.00		1,504.00	100.0%
<b>Total 14030 · Work in Progress</b>	<u>64,161.85</u>	<u>228,900.49</u>	<u>-164,738.64</u>	<u>-71.97%</u>
<b>Total Fixed Assets</b>	<u>2,114,715.28</u>	<u>2,158,123.22</u>	<u>-43,407.94</u>	<u>-2.01%</u>
<b>TOTAL ASSETS</b>	<u><u>2,842,950.11</u></u>	<u><u>2,775,500.23</u></u>	<u><u>67,449.88</u></u>	<u><u>2.43%</u></u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
21021 · Accounts Payable	6,088.63	9,506.12	-3,417.49	-35.95%
<b>Total Accounts Payable</b>	<u>6,088.63</u>	<u>9,506.12</u>	<u>-3,417.49</u>	<u>-35.95%</u>
<b>Other Current Liabilities</b>				

# Balance Sheet Prev Year Comparison

As of December 31, 2018

	Dec 31, 18	Dec 31, 17	\$ Change	% Change
21090 · Payroll Liabilities	8,482.00	14,320.78	-5,838.78	-40.77%
2110 · Direct Deposit Liabilities	-8.18	3.54	-11.72	-331.07%
22021 · Accrued Vacation	9,096.37	5,551.72	3,544.65	63.85%
Total Other Current Liabilities	17,570.19	19,876.04	-2,305.85	-11.6%
Total Current Liabilities	23,658.82	29,382.16	-5,723.34	-19.48%
Long Term Liabilities				
26025 · F&M Bank Loan	436,227.97	474,736.21	-38,508.24	-8.11%
Total Long Term Liabilities	436,227.97	474,736.21	-38,508.24	-8.11%
Total Liabilities	459,886.79	504,118.37	-44,231.58	-8.77%
Equity				
29000 · Retained Earnings	1,748,484.24	2,254,896.13	-506,411.89	-22.46%
29100 · O & M Emergency Reserve Fund	150,000.00		150,000.00	100.0%
29200 · CIP Reserve Fund	425,000.00		425,000.00	100.0%
29300 · Capacity Fee Reserve Fund	21,656.00		21,656.00	100.0%
Net Income	37,923.08	16,485.73	21,437.35	130.04%
Total Equity	2,383,063.32	2,271,381.86	111,681.46	4.92%
TOTAL LIABILITIES & EQUITY	2,842,950.11	2,775,500.23	67,449.88	2.43%



# BVWD

## A/P Aging Summary

As of October 31, 2018

Prepays	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
A.T.&T.	45.00					45.00	U-Verse for Main Office
A.T.&T.	139.39					139.39	Telephone for Main Office
A.T.&T.	187.34					187.34	Telephone for Lake Alpine Boat Ramp
Bill Gillespie	1010.95					1010.95	Computer & System Installation
Brittney Huffman	271.11					271.11	Refund Credit Card Payment
Card Services	3056.79					3056.79	Training, Telephone, Office, Field
Cheq Processing	37.47					37.47	Simply Deposit Fees
E.D.D.	1.14					1.14	State Quarterly Tax
E.D.D.	493.15					493.15	State Payroll Tax
E.D.D.	485.27					485.27	State Payroll Tax
F & M Bank	4694.80					4694.80	Loan Principal & Interest
Guy West	84.04					84.04	Mileage Reimbursement
IRS	25.00					25.00	Federal Quarterly Tax
IRS	3425.72					3425.72	Federal Payroll Tax
IRS	3426.32					3426.32	Federal Payroll Tax
Jeff Gouveia	304.11					304.11	Mileage Reimbursement
Jeff Gouveia	100.83					100.83	Mileage Reimbursement
Jeff Gouveia	123.00					123.00	Coffee
Judi Silber	99.19					99.19	Mileage Reimbursement
Lake Alpine Water	218.16					218.16	Water for Main Office
M & K Arnold	8064.86					8064.86	2018 Repairs
P.G.E.	3137.36					3137.36	Electricity
SDRMA	1746.24					1746.24	Health Insurance
SDRMA	658.56					658.56	Life, LTD, Dental & Vision Insurance
Vantage Transfer	375.00					375.00	401 Plan
Vantage Transfer	1319.12					1319.12	457 Plan
Vantage Transfer	1342.94					1342.94	457 Plan
Vantage Transfer	371.57					371.57	401 Plan
The Zenith	974.00					974.00	Workers Compensation Insurance
TOTAL	36,218.43					36,218.43	
Account Payables	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Alpha Analytical Laboratories Inc.		2,918.00				2,918.00	Lab Analysis



# BVWD

## A/P Aging Summary

As of October 31, 2018

Account Payables	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Alpine Carpet Cleaning		198.00				198.00	Clean Office Carpet
Alpine County Public Works		374.25				374.25	Fuel
Aqua Sierra Controls, Inc.		665.28				665.28	Scada & PLC Upgrades
Arnold Auto Supply Inc.		19.27				19.27	Auto Parts
Bear Valley Snowmobile Inc.					-213.24	-213.24	Voided Check
Columbia Communications Inc.		39.00				39.00	Pagers for Staff
CSDA		1,946.00				1,946.00	Membership Dues
EBBETTS PASS GAS CO. Inc.		120.00				120.00	Propane
Ebbetts Pass Lumber Co. Inc.		102.63				102.63	Field Supplies
El Dorado Septic Service, Inc.		470.00				470.00	Porta Potty Rental / Pumping
Gold Star Plumbing		309.50				309.50	Repair & Maint
ICMA Retirement Corporation		29.96				29.96	Fees for 401 & 457 Plan
Jeff Gouveia		427.11				427.11	Reimbursement for Travel
Lake Alpine Water					-0.04	-0.04	Check Discrepancy
Mead & Hunt		1,504.00				1,504.00	Dam Inundation Mapping
Neumiller and Beardslee		208.50				208.50	Legal Fees
Nexgen Utility Management		3,000.00				3,000.00	Asset Management Annual Fee
Stantec Consulting Services Inc.		1,925.00				1,925.00	Regulatory Reporting-GW Reporting
U.S.A. Under Ground Alert		150.00				150.00	Annual Fees
<b>TOTAL</b>		<b>14,406.50</b>			<b>-213.28</b>	<b>14,193.22</b>	



# BVWD

## A/P Aging Summary

As of November 30, 2018

Prepays November 2018	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
A.T.&T.	187.16					187.16	Telephone at Lake Alpine
A.T.&T.	139.15					139.15	Telephone at Main Office
Bear Valley Cross Country	25					25	Parking Permit
Card Services	1796.68					1796.68	Office, Field Equipment, Telephone
Cheq Processing	79.65					79.65	Simply Deposit Fees
E.D.D.	242.8					242.8	State Payroll Taxes
E.D.D.	225.14					225.14	State Payroll Taxes
E.D.D.	224.86					224.86	State Payroll Taxes
F & M Bank	4694.8					4694.8	Principal & Interest on Loan
I.R.S.	2119.6					2119.6	Federal Payroll Taxes
I.R.S.	2070					2070	Federal Payroll Taxes
I.R.S.	2084.56					2084.56	Federal Payroll Taxes
Lake Alpine Water Co.	160.12					160.12	Water for Main Office
P.G. & E.	2282.23					2282.23	Electricity
SDRMA	658.56					658.56	Life, LTD, Dental, Vision Ins.
SDRMA	1746.24					1746.24	Health Insurance
Sierra Motors	9627.78					9627.78	New Engine for Chevy Pickup
Vantagepoint Transfer	852.4					852.4	457 Plan
Vantagepoint Transfer	241.31					241.31	401 Plan
Vantagepoint Transfer	2145.86					2145.86	401 & 457 Plan
The Zenith	977					977	Workers Compensation Ins.
<b>TOTAL</b>	<b>32,580.90</b>					<b>32,580.90</b>	

Payables November 2018	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Al Cal Glass		4.28				4.28	Field Supplies
Alpha Analytical Laboratories Inc.		712.00				712.00	Lab Analysis
Alpine Cnty Tax Collector	520.79					520.79	Property Tax
AquaFix		541.63				541.63	Field Supplies
Arnold Auto Supply Inc.		13.90				13.90	Auto Parts
Bear Valley Snowmobile Inc.					-213.24	-213.24	Voided Check
California Assoc. of Sanitation Agencies		1,671.00				1,671.00	Membership Fees



# BVWD

## A/P Aging Summary

As of November 30, 2018

Payables November 2018	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
CISCO Fire Sprinkler, Inc.		100.00				100.00	Annual Fire Ext. Inspect
Ebbetts Pass Lumber Co. Inc.		203.89				203.89	Field Supplies
Esri		1,500.00				1,500.00	ArcGIS Subscription
Gunnar Thordarson		100.00				100.00	Director Fees Reg Meet
Hach		426.71				426.71	Bio Augmentation
Jim Bissell		100.00				100.00	Director Fees Reg Meet
John Boyle		100.00				100.00	Director Fees Reg Meet
KCCO.		480.00				480.00	Set Dock Into Pond
Ken Brown		100.00				100.00	Director Fees Reg Meet
Lake Alpine Water					-0.04	-0.04	ACH Discrepancy
Marty Simpson		425.00				425.00	Labor to Paint at Bee Gulch
Neumiller and Beardslee		1,575.00				1,575.00	Legal Fees
Robert W. Johnson, Accountancy Corp. CPA		7,400.00				7,400.00	Audit Fees
Stantec Consulting Services Inc.		1,691.25				1,691.25	Groundwater Reporting
SWRCB-AFRS		22,907.00				22,907.00	Permit / Dam Fees
Weber Ghio and Associates, Inc		90.00				90.00	Engineering
<b>TOTAL</b>	<b>520.79</b>	<b>40,141.66</b>			<b>-213.28</b>	<b>40,449.17</b>	



# BVWD

## A/P Aging Summary

As of December 31, 2018

Prepays December 2018	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
A.T.&T.	178.75					178.75	Telephone for Main Office
A.T.&T.	236.94					236.94	Telephone for Lake Alpine BR
A.T.&T.	45.00					45.00	U-Verse for Main Office
Alpine County Recorders Office	98.00					98.00	Record Liens
Card Services	1,044.20					1,044.20	Office, Field Supplies, Tele.
Cheq Processing	53.43					53.43	Simply Deposit Fees
E.D.D.	238.54					238.54	State Payroll Tax
E.D.D.	250.60					250.60	State Payroll Tax
F & M Bank	4,694.80					4,694.80	Principal & Interest on Loan
IRS	2,128.46					2,128.46	Federal Payroll Tax
IRS	2,133.48					2,133.48	Federal Payroll Tax
Lake Alpine Water Co.	211.65					211.65	Water for Main Office
P.G.&E.	2,125.45					2,125.45	Electricity
SDRMA	1,746.24					1,746.24	Health Insurance
SDRMA	658.56					658.56	Life, LTD, Dental, Vision Ins.
U.S.P.S.	50.00					50.00	Postage
Vantage Transfer Agents	839.50					839.50	457 Plan
Vantage Transfer Agents	237.01					237.01	401 Plan
Vantage Transfer Agents	237.50					237.50	401 Plan
Vantage Transfer Agents	851.78					851.78	457 Plan
<b>TOTAL</b>	<b>18,059.89</b>					<b>18,059.89</b>	

Accounts Payable December 2018	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Alpha Analytical Laboratories Inc.		502.00				502.00	Lab Analysis
Alpine County Public Works		458.75				458.75	Fuel
Aqua Sierra Controls, Inc.		169.00				169.00	Troubleshoot Pressure Transducer
AquaFix		541.53				541.53	Bio Augmentation
Bear Valley Snowmobile Inc.		83.61			-213.24	-129.63	Check Voided
Brad Schoettgen Construction		885.00				885.00	Repair & Maint Dock
Ebbetts Pass Lumber Co. Inc.		62.93				62.93	Field Supplies
Gateway Press Inc.		45.05				45.05	Envelopes
Hach		93.99				93.99	Field Supplies

**BVWD**  
**A/P Aging Summary**  
As of December 31, 2018

Accounts Payable December 2018	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Lake Alpine Water					-0.04	-0.04	ACH Discrepancy
Neumiller and Beardslee		1,275.00				1,275.00	Legal
Telstar Instruments Inc.		422.95				422.95	Acetic Acid Solution
Weber Ghio and Associates, Inc		1,762.10				1,762.10	Engineering Fees-Lagoon Upgrade
<b>TOTAL</b>		<b>6,301.91</b>			<b>-213.28</b>	<b>6,088.63</b>	



**BVWD**  
**A/R Aging Summary**

As of February 15, 2019

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
TOTAL	<u>-271.11</u>	<u>29,451.78</u>	<u>35,582.19</u>	<u>-907.17</u>	<u>-45,100.10</u>	<u>19,026.70</u>
TOTAL CREDITS		-2,587.93	-271.11	-1,503.59	-54,265.85	-58,628.48
TOTAL DEBITS		32,039.71	35,853.3	596.42	9165.75	77,655.18
TOTAL	<u>-271.11</u>	<u>29,451.78</u>	<u>35,582.19</u>	<u>-907.17</u>	<u>-45,100.10</u>	<u>19,026.70</u>

**BVWD**  
**A/R Aging Summary**  
As of February 15, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
TOTAL	<u>-271.11</u>	<u>31,915.54</u>	<u>28,654.88</u>	<u>1,380.21</u>	<u>-33,363.53</u>	<u>28,315.99</u>
TOTAL CREDITS		-3623.45	-90.37	-620.89	-43,253.56	-47,859.38
TOTAL DEBITS		35,538.99	28,745.25	2,001.10	9,890.03	76,175.37
TOTAL	<u>-271.11</u>	<u>31,915.54</u>	<u>28,654.88</u>	<u>1,380.21</u>	<u>-33,363.53</u>	<u>28,315.99</u>

**BVWD**  
**A/R Aging Summary**  
**As of February 15, 2019**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
BV345			271.11	27.11	292.54	590.76
BV037			271.11	27.11	325.33	623.55
CM080		632.52				632.52
TM020			271.11	27.11	569.33	867.55
CS057			363.86	27.11	569.33	960.30
CS116			271.11	27.11	678.66	976.88
BV394			393.10	27.11	569.33	989.54
BV373			491.38	27.11	569.33	1,087.82
TM009			534.65	27.11	569.33	1,131.09
BV338			271.11		867.55	1,138.66
CS105			561.53	27.11	569.33	1,157.97
TM005			271.11	27.11	867.55	1,165.77
CS006			596.33	27.11	569.33	1,192.77
CM180		2,716.80			267.04	2,983.84
CM150		10,212.80			0.40	10,213.20
CM010		14,897.95			-2.00	14,895.95
<b>TOTAL</b>		<u><u>29,451.78</u></u>	<u><u>35,582.19</u></u>	<u><u>-907.17</u></u>	<u><u>-45,100.10</u></u>	<u><u>19,026.70</u></u>

**BVWD**  
**A/R Aging Summary**  
**As of February 15, 2019**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
CM060		241.44				241.44
CO004		241.44				241.44
CM170		241.44				241.44
CM084		241.44				241.44
CM160		241.44				241.44
CO001		241.44			0.06	241.50
CM091		248.38				248.38
CS001			271.11		-5.23	265.88
BV158			271.11			271.11
BV163			271.11			271.11
OS403			271.11			271.11
BV122			271.11			271.11
OS303			271.11			271.11
BV208			271.11			271.11
BV215			271.11			271.11
OS205			271.11			271.11
BV217			271.11			271.11
OS203			271.11			271.11
BV233			271.11			271.11
BV258			271.11	27.11	-27.11	271.11
OS106			271.11			271.11
BV268			271.11			271.11
GR002			271.11			271.11
BV335			271.11			271.11
BV107			271.11			271.11
BV364			271.11			271.11
OS416			271.11			271.11
BV380			271.11	27.11	-27.11	271.11
CS092			271.11	27.11	-27.11	271.11
SM308			271.11			271.11
CM152		271.11				271.11
TM016			271.11			271.11
TM018			271.11			271.11
CS018			271.11			271.11
CS028			271.11			271.11
CS100			271.11	27.11		298.22
BV078			271.11		27.11	298.22
BV129			271.11	27.11	27.11	325.33
BV031			271.11	27.11	27.11	325.33
BV179			271.11		65.32	336.43
CM020		343.44				343.44
SM309					415.06	415.06
CO002		435.84				435.84
BV082			271.11		167.22	438.33
BV137			271.11		274.12	545.23
CO003		551.12				551.12
BV176		10.00	271.11		281.11	562.22
BV034			271.11	27.11	271.11	569.33