

RESOLUTION NO. 2021-74
RESOLUTION NO. PFA-02
ORDINANCE NO. 2021-02

AGENDA

OUR MISSION

Protect, enhance, and develop Calaveras County's water resources and watersheds to provide safe, reliable, and cost-effective services to our communities.

Regular Board Meeting
Wednesday, October 13, 2021
1:00 p.m.

Calaveras County Water District
120 Toma Court
San Andreas, California 95249

This meeting will not be physically open to the public. All members of the public may participate in the meeting via teleconference and will be given the opportunity to provide public comment.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 689-206-0281,481318333#](#) United States

Phone Conference ID: 481 318 333#

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 209-754-3028. Notification in advance of the meeting will enable CCWD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CCWD for review by the public.

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. **ROLL CALL**

2. **PUBLIC COMMENT**

At this time, members of the public may address the Board on any non-agendized item. The public is encouraged to work through staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to three minutes per person.

BOARD OF DIRECTORS

Jeff Davidson, President
Scott Ratterman, Director

Cindy Secada, Vice President
Bertha Underhill, Director

Russ Thomas, Director

3. CONSENT AGENDA

The following items are expected to be routine / non-controversial. Items will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed for later discussion.

- 3a Approval of Minutes for the Board Meeting of September 8, 2021
(Rebecca Hitchcock, Clerk to the Board)
- 3b Review Board of Directors Monthly Time Sheets for September 2021
(Rebecca Hitchcock, Clerk to the Board)
- 3c Ratify Claim Summary #595 Secretarial Fund in the Amount of \$1,842,828.30 for September 2021
(Rebecca Callen, Director of Administrative Services) **RES 2021-_____**

4. NEW BUSINESS

- 4a Discussion and Recommended Action Amending the FY 2021-22 CIP Budget and Approving a Professional Services Agreement for the Copper Cove Wastewater Treatment Plant, Pond 6 Effluent Storage Reservoir Enlargement Project
(Charles Palmer, District Engineer) **RES 2021-_____**
- 4b Recommendation to Sole-Source Purchase a WesTech Trident Filter TR-420-A for the West Point Water Supply Reliability Project (CIP 11106)
(Damon Wyckoff, Director of Operations) **RES 2021-_____**

5. OLD BUSINESS

6. REPORTS

- 6a Report on the September 2021 Operations and Engineering Departments
(Damon Wyckoff, Director of Operations)
- 6b* General Manager's Report
(Michael Minkler)

7.* BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

8. NEXT BOARD MEETINGS

- Tuesday, October 26, 2021, 1:00 p.m., Regular Board Meeting – **Rescheduled from Wednesday October 27, 2021**
- Wednesday, November 10, 2021, 1:00 p.m., Regular Board Meeting

9. CLOSED SESSION

- 9a Conference with Legal Counsel-Anticipated Litigation
Significant Exposure to Potential Litigation - Government Code § 54956.9(d)(2)-1 case
- 9b Negotiations with Employee Organization SEIU Local 1021 and Management and
Confidential Unit - Government Code § 54957.6
Agency Negotiators: General Manager, Michael Minkler and HR Manager, Stacey Lollar

10. REPORTABLE ACTION FROM CLOSED SESSION

11. ADJOURNMENT



CALAVERAS COUNTY WATER DISTRICT

Board of Directors

District 1 Scott Ratterman
District 2 Cindy Secada
District 3 Bertha Underhill
District 4 Russ Thomas
District 5 Jeff Davidson

Financial Services

Umpqua Bank
US Bank
Wells Fargo Bank

CCWD Committees

*Engineering Committee
*Finance Committee
*Legal Affairs Committee

Joint Power Authorities

ACWA / JPIA
CCWD Public Financing Authority
Calaveras-Amador Mokelumne River Authority (CAMRA)
Calaveras Public Power Agency (CPPA)
Eastern San Joaquin Groundwater Authority
Tuolumne-Stanislaus Integrated Regional Water
Management Joint Powers Authority (T-Stan JPA)
Upper Mokelumne River Watershed Authority (UMRWA)

Other Regional Organizations of Note

Calaveras LAFCO
Calaveras County Parks and Recreation
Committee
Highway 4 Corridor Working Group
Mountain Counties Water Resources
Association (MCWRA)
Mokelumne River Association (MRA)
Tuolumne-Stanislaus Integrated Regional Water
Mgt. JPA Watershed Advisory Committee (WAC)
Eastern San Joaquin Groundwater Authority-Technical
Advisory Committee

Legal Counsel

Matthew Weber, Esq.
Downey Brand, LLP

Auditor

Richardson & Company, LLP

Membership**

Davidson / Thomas (alt. Secada)
Underhill / Secada (alt. Thomas)
Ratterman / Davidson (alt. Thomas)

Ratterman (alt. Michael Minkler)
All Board Members
Ratterman / Underhill (alt. Secada)
Michael Minkler (Alt. Brad Arnold)
Thomas
Secada (alt. Thomas)
Davidson (alt. Ratterman)

Ratterman / Thomas
Thomas (alt. Ratterman)

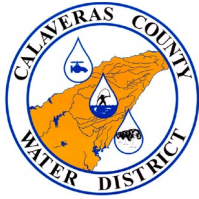
Thomas / Underhill
All Board Members

All Board Members
Brad Arnold

Brad Arnold

* Standing committees, meetings of which require agendas & public notice 72 hours in advance of meeting.

** The 1st name listed is the committee chairperson.



RESOLUTION NO. 2021-68
RESOLUTION NO. PFA-02
ORDINANCE NO. 2021-01

MINUTES

CALAVERAS COUNTY WATER DISTRICT REGULAR BOARD MEETING

SEPTEMBER 8, 2021

Directors Present: Jeff Davidson, President
Cindy Secada, Vice-President
Scott Ratterman, Director
Bertha Underhill, Director
Russ Thomas, Director

Staff Present: Michael Minkler, General Manager
Rebecca Hitchcock, Clerk to the Board
Rebecca Callen, Director of Administrative Services
Damon Wyckoff, Director of Operations
Charles Palmer, District Engineer
Kevin Williams, Civil Engineer, Sr.
Kate Jesus, Engineering Coordinator
Tiffany Burke, Administrative Technician Sr.

Others Present: None

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

President Davidson called the Regular Board Meeting to order at 1:01 p.m. and led the Pledge of Allegiance.

2. PUBLIC COMMENT

There was no public comment.

3. CONSENT AGENDA

MOTION: Directors Ratterman/Underhill–Approved Consent Agenda Items:
3a, 3b, 3c and 3d as presented.

- 3a Approval of Minutes for the Board Meeting of August 11, 2021
(Rebecca Hitchcock, Clerk to the Board)
- 3b Review Board of Directors Monthly Time Sheets for July and August 2021
(Rebecca Hitchcock, Clerk to the Board)
- 3c Ratify Claim Summary #594 Secretarial Fund in the Amount of \$2,081,261.58 for August 2021
(Rebecca Callen, Director of Administrative Services) **RES 2021-68**
- 3d Report on the Monthly Investment Transactions for July 2021
(Rebecca Callen, Director of Administrative Services)

PUBLIC COMMENT: There was no public comment.

AYES: Directors Ratterman, Underhill, Secada, Thomas, and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

4. NEW BUSINESS

- 4a Discussion/Action regarding Maintenance and Warehouse Building Project CIP #11101
 - Awarding the Construction Contract for the Maintenance and Warehouse Building Project CIP #11101
(Kevin Williams, Sr. Civil Engineer) **RES 2021-69**

MOTION: Directors Thomas/Ratterman-Adopted Resolution No. 2021-69-Awarding the Construction Contract for Maintenance and Warehouse Building Project CIP #11101

DISCUSSION: Mr. Williams reviewed the scope of this portion of the Maintenance and Warehouse Building Project. The work covered under this contract includes general site cleanup and demolition, placing fill material for building slab, installing drainage, constructing building slab, metal building erection, paving the driveway, walkways, and installing wet utilities to the building. He presented a summary of the bids received and staff has found the bid by Plummerbuilt, Inc. from Herald, CA to be responsive and recommends award of the Maintenance and Warehouse Building contract to Plummerbuilt, Inc. of Herald, CA. There was discussion between Mr. Williams and the Board regarding details of the building plans.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Thomas, Ratterman, Secada, Underhill, and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

- Amending the FY 2021-22 CIP Budget Funding for the Maintenance and Warehouse Building Project, CIP 11101
(Kevin Williams, Sr. Civil Engineer) **RES 2021-70**

MOTION: Directors Ratterman/Underhill–Adopted Resolution No. 2021-70- Approving the Amendment to the FY 2021-22 CIP Budget Funding for the Maintenance and Warehouse Building

DISCUSSION: Ms. Callen stated that this amendment is moving CIP dollars from 2022-23 to 2021-22 to pay for work being completed during the current fiscal year, amending the source of funds for the Corp Yard, and increases the CIP cashflow for Fiscal Year 2021-22. While there is significant funding for this project in total, a budget adjustment is necessary to cover the cost of the work in FY 2021-22.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Ratterman, Underhill, Secada, Thomas, and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

4b Discussion/Action regarding Amendment of Article III of the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services (Rebecca Callen, Director of Administrative Services) **RES 2021-71**

MOTION: Directors Ratterman/Thomas–Adopted Resolution 2021-71-Amending Article III of the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services

DISCUSSION: Ms. Callen commented that this resolution will rescind many older Resolutions to clean up the Rules and Regulations Governing the Furnishing of Water and/or Wastewater Services while providing a much-needed update to the policy. A working group made up of staff from Engineering, Customer Service, Finance, and Operations have spent many months reviewing the document to ensure the language, missing language, and fee adjustments were all contemplated to allow for the most comprehensive amendments in Article III. There was discussion between the Board and Ms. Callen regarding the amendments.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Ratterman, Thomas, Secada, Underhill, and Davidson
NOES: None
ABSTAIN: None
ABSENT: None

4c Discussion regarding Potential Redistricting due to 2020 Census Data (Director Ratterman)

DISCUSSION: Director Ratterman stepped down from the dais to present this item to the Board. He stated on August 12, 2021, the U.S. Census Bureau released the results of the 2020 census. The release of the census data triggers an obligation for CCWD to redistrict its Director Division Boundaries. Pursuant to Election Code section 22000, following a decennial census, CCWD is required to adjust its division boundaries. The redistricting must be adopted through a resolution approved by a majority of the directors, use the federal decennial census as a basis, and must adjust the boundaries of any divisions so that the divisions are, practicable and equal in population.

In determining new division boundaries, the District may give broad consideration to the following factors: topography, geography, cohesiveness, contiguity, integrity, and compactness of territory, and community of interests of the division. Prior to adoption of the new division boundaries CCWD must hold at least one public hearing on its proposed division boundaries. The change in the division boundaries will not impact any Director's term of office. Each Director will remain the director of the former division until their term expires, even if the Director resides in the boundaries of the new division. Because the next election for any of the Board of Directors for CCWD is not until November 2022, any redistricting would have to be adopted before May 2022. There was significant discussion regarding redistricting and whether staff should send out an RFP for consultants or do the research in house. Direction was given to staff to come back to the Board with information such as current population by District and potential growth for the next 10 years.

PUBLIC COMMENT: There was no public comment.

5. OLD BUSINESS

There was no Old Business

6. REPORTS

6a Report on the July and August 2021 Operations and Engineering Departments
(Damon Wyckoff, Director of Operations)

DISCUSSION: Mr. Wyckoff presented the July and August 2021 monthly Operations and Engineering reports. He reviewed items of interest and answered questions from the Board.

PUBLIC COMMENT: There was no public comment.

6b General Manager's Report
(Michael Minkler)

DISCUSSION: Mr. Minkler reported on the following activities: 1) the COVID-19 breakout status in the District office; 2) District customer arrearages and how to get assistance for the rate payers through the State and also take advantage of the County Tax Rolls program; 3) an update on the drought water reporting requirements; 4) the Eastside GSA meeting; 5) the ACWA Fall Conference is November 30-December 2; 6) the Ebbetts Pass town hall meeting; 7) Mr. Wyckoff did a great job presenting to the Conner Estates HOA; 8) the North Fork Dam inspections are underway; and 9) he will be on vacation the rest of the week.

7. BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

Director Underhill thanked Mr. Wyckoff and Ms. Callen for their knowledge, Cruisers is coming to Arnold, and White Pines Park has added security cameras.

Director Ratterman reported that MCWRA has hired Justin Caporusso as the Executive Director and encouraged attendance to the MCWRA Annual Conference on October 27, 2021. He attended the CSDA Annual Conference last week.

Director Thomas asked Mr. Minkler to report on a letter that is going out to Valley Springs PUD. He also reported on the Calaveras County Parks & Recreation Commission Prop 68 Grant.

Director Secada stated the IRWM meeting was cancelled, and she will be unavailable October 15 through November 3.

Director Davidson reported he will be unavailable October 14 and possibly sometime around November 14.

8. NEXT BOARD MEETINGS

- Wednesday, September 22, 2021, 1:00 p.m., Regular Board Meeting
- Wednesday, October 13, 2021, 1:00 p.m., Regular Board Meeting

9. CLOSED SESSION

The meeting adjourned into Closed Session at approximately 3:14 p.m. Those present were Board Members: Russ Thomas, Bertha Underhill, Cindy Secada, Jeff Davidson, and Scott Ratterman; staff members Michael Minkler, General Manager, Rebecca Callen, Director of Administrative Services (for 9b), Damon Wyckoff, Director of Operations (for item 9b), and Matt Weber, General Counsel.

- 9a Conference with Legal Counsel-Anticipated Litigation
Significant Exposure to Potential Litigation-Government Code § 54956.9(d)(2)-2 case
- 9b Conference with Real Property Negotiators
Government Code § 54956.8
Property: APN 036-014-026 and 036-014-062
District negotiators: Michael Minkler and Damon Wyckoff
Under negotiations: price and other terms

10. REPORTABLE ACTION FROM CLOSED SESSION

The Board reconvened into Open Session at approximately 5:56 p.m. There was no reportable action.

11. ADJOURNMENT

With no further business, the meeting adjourned at 5:56 p.m.

Respectfully Submitted:

ATTEST:

Michael Minkler
General Manager

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: October 13, 2021

TO: Michael Minkler, General Manager

FROM: Rebecca Hitchcock, Clerk to the Board

SUBJECT: Review Board of Directors Time Sheets for September 2021

RECOMMENDED ACTION:

For information only.

SUMMARY:

Pursuant to direction from the Board of Directors, copies of the Board's monthly time sheets from which the Board is compensated from, are included in the monthly agenda package for information. Attached are copies of the Board's time sheets for the month September 2021.

Board Members can be reimbursed for mileage cost to travel to meetings/conferences and are paid at the current IRS rate.

FINANCIAL CONSIDERATIONS:

Monthly compensation and mileage reimbursement costs are included in the FY 21-22 budget.


Attachments: Board of Directors Time Sheets for September 2021

**CALAVERAS COUNTY WATER DISTRICT
2021 DIRECTOR REIMBURSEMENT FORM**

For Admin Use	Payroll Expense
---------------	-----------------

Month/Yr September 2021
Name S. Ratterman

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles
		Yes	No	Yes	No	Yes	No	Meeting	Expense	
8-30	CSOA Conference - Monterey							-		-
8-31	CSOA Conference - Monterey							\$120.-		372
9-1	CSOA Conference - Monterey							120.-		-
9-8	CCWD Reg. Mtg.							120.-		7
9-13	CCWD - CPUD Ad Hoc Mtg.							120.-		4
9-22	CCWD Reg. Mtg.							120.-		7
9-24	Mt. Counties Mtg. - Zoom							120.-		0
Total	For Totals line, multiply miles by the IRS rate: 1/1/2021 \$0.560				Totals (use IRS mileage rate)			\$720.-	0	390
Pursuant to Board Policy 4030, receipts required; report /materials required.								\$0.00	\$0.00	\$0.00

Signature of Claimant:  Total \$218.40


The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.

Administrative Review:  Date: 9/24/2021 Orig to Finance Dept.

CALAVERAS COUNTY WATER DISTRICT
2020 DIRECTOR REIMBURSEMENT FORM

For Admin Use	Payroll <input type="radio"/>
	Expense <input type="radio"/>

Month/Yr Jul-21
 Name Cindy Secada

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles	
		Yes	No	Yes	No	Yes	No	Meeting	Expense		
8-Sep	CCWD Regular Meeting remote							\$120.00			
22-Sep	CCWD Regular Meeting in person							\$ 120.00		38.7	
Total	<i>For Totals line, multiply miles by the IRS rate:</i>	1/1/2021	\$0.56						0	38.7	
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>								Totals (use IRS mileage rate)	\$240.00	\$0.00	\$21.67
The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.								Signature of Claimant: _____			
Administrative Review: <u></u>								Date: <u>9/24/2021</u>		Orig to Finance Dept.	

CALAVERAS COUNTY WATER DISTRICT
2021 DIRECTOR REIMBURSEMENT FORM

For Admin Use	Payroll <input type="radio"/>
	Expense <input checked="" type="radio"/>

Month/Yr Sep-21
 Name Bertha Underhill

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles
		Yes	No	Yes	No	Yes	No	Meeting	Expense	
8-Sep	Regular Board Mtg							120		64
22-Sep	Regular Board Mtg							120		64
28-Sep	Finance Committee Mtg							120		64
Total	<i>For Totals line, multiply miles by the IRS rate:</i>	1/1/2021	\$0.560						0	192

Pursuant to Board Policy 4030, receipts required; report /materials required. **Totals** (use IRS mileage rate) \$360.00 \$0.00 \$107.52

The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.

Signature of Claimant:
Bertha Underhill

Administrative Review: *M. Miller*

Date: 9/24/2021

Orig to Finance Dept.

CALAVERAS COUNTY WATER DISTRICT
2020 DIRECTOR REIMBURSEMENT FORM

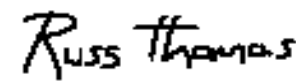
For Payroll
Admin Expense
Use

Month/Yr September, 2021
Name Russ Thomas

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles
		Yes	No	Yes	No	Yes	No	Meeting	Expense	
9/8/2021	CCWD Regular Board Meeting							120		44
9/14/2021	Engineering Committee							120		44
9/22/2021	CCWD Regular Board Meeting							120		44
9/27/2021	Calaveras County Parks & Rec Commission - Westpoint							120		95
9/28/2021	CCWD Finance Committee							120		60
Total	For Totals line, multiply miles by the IRS rate:			1/1/21	\$0.560			\$ 600.00	0	243

Pursuant to Board Policy 4030, receipts required; report /materials required. **Totals** (use IRS mileage rate) \$ 136.08

The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.

Signature of Claimant:


Administrative Review:  **Date:** 9/24/2021 **Orig to Finance Dept.**

CALAVERAS COUNTY WATER DISTRICT
2021 DIRECTOR REIMBURSEMENT FORM

For	Payroll	<input checked="" type="radio"/>
Admin	Expense	<input type="radio"/>
Use		

Month/Yr Sep-21
 Name Jeff Davidson

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles
		Yes	No	Yes	No	Yes	No	Meeting	Expense	
8-Sep	Regular Board Mtg							120		28
22-Sep	Regular Board Mtg							120		28
14-Sep	Engineering Committee Meeting							120		28
Total	<i>For Totals line, multiply miles by the IRS rate:</i>	1/1/2021	\$0.560						0	84
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>				Totals (use IRS mileage rate)				\$360.00	\$0.00	\$47.04

The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.

Signature of Claimant:
Jeff Davidson

Administrative Review: *[Signature]* Date: 9/24/2021 Orig to Finance Dept.

**Calaveras County Water District
Claim Summary #595
August 2021 -vs- September 2021**

	August 2021	September 2021
CCWD Operating Expenditures	\$ 1,048,374.07	\$ 953,105.79
Expenditures to be reimbursed/Fiduciary Payments	377,434.44	1,020.00
Capital Improvement Program Projects	108,479.77	334,930.38
Capital Outlay	35,818.40	19,336.58
Sub-Total Vendor Payments	1,570,106.68	1,308,392.75
Payroll Disbursed	505,008.99	530,786.44
Other EFT Payments	6,146.02	3,649.11
Total Disbursements	\$ 2,081,261.69	\$ 1,842,828.30

CCWD
AP DISBURSEMENTS
SEPTEMBER 1-30, 2021

Vendor	Description	Date	Check No	Amount
A T & T	Acct#0519345679001 Long Distance Copper Reclaim	9/10/2021	138456	44.63
A T & T	Phone 08/21 - SA Shop	9/30/2021	EFT	106.49
A T & T	Phone 08/21 - SA Warehouse	9/30/2021	EFT	28.92
A T & T	Phone 08/21 - SA Shop	9/30/2021	EFT	59.90
A T & T	Phone 08/21 - SA Warehouse	9/30/2021	EFT	16.27
A T & T CALNET 3	Phone 08/21 - Camp Connell Radio Tower	9/30/2021	EFT	211.80
A T & T CALNET3	Phone 08/21 - OP HQ Long Distance	9/30/2021	EFT	315.45
A T & T CALNET3	Phone 08/21 - OP HQ Back Up	9/30/2021	EFT	230.16
A T & T CALNET3	Phone 08/21 - T Line	9/30/2021	EFT	121.30
A T & T CALNET3	Phone 08/21 - Dorrington P/S	9/30/2021	EFT	23.32
A T & T CALNET3	Phone 08/21 - District Wide	9/30/2021	EFT	890.13
A T & T CALNET3	Phone 08/21 - JLTC	9/30/2021	EFT	84.87
A T & T CALNET3	Phone 08/21 - Hunters	9/30/2021	EFT	23.31
A T & T CALNET3	Phone 08/21 - CCWHSE	9/30/2021	EFT	1.03
A T & T CALNET3	Phone 08/21 - JLTC Phone/Fax	9/30/2021	EFT	14.92
A T & T CALNET3	Phone 08/21 - OP HQ Long Distance	9/30/2021	EFT	116.67
A T & T CALNET3	Phone 08/21 - OP HQ Back Up	9/30/2021	EFT	85.13
A T & T CALNET3	Phone 08/21 - T Line	9/30/2021	EFT	44.86
A T & T CALNET3	Phone 08/21 - District Wide	9/30/2021	EFT	500.70
A T & T CALNET3	Phone 08/21 - JLTC	9/30/2021	EFT	31.39
A T & T CALNET3	Phone 08/21 - Azalea L/S	9/30/2021	EFT	21.65
A T & T CALNET3	Phone 08/21 - JLTC Phone/Fax	9/30/2021	EFT	8.39
A TEEM ELECTRICAL ENG INC	Electrical Construction Services - Wallace WWTP	9/24/2021	138591	1,540.00
A TEEM ELECTRICAL ENG INC	Electrical Construction Services - Wallace WWTP Project	9/24/2021	138591	5,500.00
ACWA/JPIA	Dental 10/21	9/17/2021	138539	4,492.09
ACWA/JPIA	EAP 10/21	9/17/2021	138539	116.10
ACWA/JPIA	Vision 10/21	9/17/2021	138539	948.41
ACWA/JPIA	Retiree Dental 10/21	9/17/2021	138539	2,171.02
ACWA/JPIA	Retiree Vision 10/21	9/17/2021	138539	623.24
ACWA/JPIA	Dental 10/21	9/17/2021	138539	1,661.47
ACWA/JPIA	EAP 10/21	9/17/2021	138539	40.98
ACWA/JPIA	Vision 10/21	9/17/2021	138539	350.79
ACWA/JPIA	Retiree Dental 10/21	9/17/2021	138539	802.98
ACWA/JPIA	Retiree Vision 10/21	9/17/2021	138539	230.52
ADP INC	Payroll Processing	9/24/2021	138592	996.86
ADP INC	Payroll Processing	9/24/2021	138592	368.69
AFLAC	ACCT#JJ325 07/21	9/24/2021	138593	1,446.70
AFLAC	ACCT#JJ325 08/21	9/24/2021	138593	1,446.70
AFLAC	ACCT#JJ325 08/21	9/24/2021	138593	535.08
AFLAC	ACCT#JJ325 07/21	9/24/2021	138593	535.08
ALLIED ELECTRONICS, INC	Panel Meter - LCWWTP	9/10/2021	138457	80.65
AMAZON.COM SALES INC	Hach 2100n/an replacemnt lamp - CCWTP/CCWWTP	9/10/2021	138458	170.53
AMAZON.COM SALES INC	Printer Ink	9/10/2021	138458	46.00
AMAZON.COM SALES INC	Solar Charger - TR94-001	9/10/2021	138458	42.89
AMAZON.COM SALES INC	Hepa Filters- Office	9/10/2021	138458	289.43
AMAZON.COM SALES INC	COVID 19 Test Kit - Office	9/10/2021	138458	106.61
AMAZON.COM SALES INC	Milwaukee Cordless Tool Kits - V742	9/10/2021	138458	1,285.29
AMAZON.COM SALES INC	Dewalt Combo Kits - V552 (Canepa)	9/10/2021	138458	1,682.46
AMAZON.COM SALES INC	Ignition Coil - V525	9/10/2021	138458	64.34
AMAZON.COM SALES INC	Air Control Kit - V145	9/10/2021	138458	75.70
AMAZON.COM SALES INC	Ignition Coil - V523	9/10/2021	138458	64.34
AMAZON.COM SALES INC	Webcam - Board Room	9/10/2021	138458	117.43
AMAZON.COM SALES INC	Support Pillow - Office	9/10/2021	138458	25.25
AMAZON.COM SALES INC	Fittings - CCWTP	9/10/2021	138458	332.92
AMAZON.COM SALES INC	Fittings - Hunters WTP	9/10/2021	138458	47.60
AMAZON.COM SALES INC	Multi Tool - JLWTP	9/10/2021	138458	42.85
AMAZON.COM SALES INC	Dewalt Batteries, Battery Chargers - LC Whse	9/10/2021	138458	537.31
AMAZON.COM SALES INC	Reagent Kits - Hunters WTP	9/10/2021	138458	360.00
AMAZON.COM SALES INC	Webcam - Board Room	9/10/2021	138458	43.43
AMAZON.COM SALES INC	Support Pillow - Office	9/10/2021	138458	9.34
AMAZON.COM SALES INC	Root X - Collections Crew	9/10/2021	138458	145.86
AMAZON.COM SALES INC	Root X - Collections Crew	9/10/2021	138458	391.20
ANGELS HEATING AND AIR CONDITIONING	HVAC Repair - CC LS	9/10/2021	138459	85.00
ANGELS HEATING AND AIR CONDITIONING	HVAC Repair - DF VCTO	9/10/2021	138459	193.79
ANGELS HEATING AND AIR CONDITIONING	HVAC Repair - WPWTP	9/24/2021	138594	46.49
AQUIONICS, INC	UV Parts - DF VCTO	9/10/2021	138460	5,347.83
ARAMARK	Monthly Uniform District Wide	9/24/2021	138595	1,034.95
ARAMARK	Monthly Uniform SA Shop	9/24/2021	138595	173.57
ARAMARK	Monthly Uniform Copper	9/24/2021	138595	55.77

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ARAMARK	Monthly Uniform District Wide	9/24/2021	138595	582.15
ARAMARK	Monthly Uniform SA Shop	9/24/2021	138595	97.63
ARAMARK	Monthly Uniform Copper	9/24/2021	138595	31.37
ARNOLD AUTO SUPPLY	Repair Parts - EP	9/17/2021	138540	434.68
BISCHOFF, PAUL	UB Refund 6550 Bergsma Lane	9/24/2021	138597	116.22
BNN, LLC	CPUD Water - Mechanics Shop	9/17/2021	138541	124.22
BNN, LLC	CPUD Water - Warehouse	9/17/2021	138541	100.44
BNN, LLC	SASD Sewer Mechanics Shop 08/21	9/17/2021	138541	78.81
BNN, LLC	SASD Sewer Warehouse 08/21	9/17/2021	138541	78.81
BNN, LLC	CPUD Water - Mechanics Shop	9/17/2021	138541	69.86
BNN, LLC	CPUD Water - Warehouse	9/17/2021	138541	56.49
BNN, LLC	SASD Sewer Mechanics Shop 08/21	9/17/2021	138541	44.33
BNN, LLC	SASD Sewer Warehouse 08/21	9/17/2021	138541	44.33
BROOKLINE ASSOC	UB Refund 1103 Blagen/Dunbar	9/24/2021	138598	628.57
BROOKLINE ASSOC	UB Refund 1103 Blagen/Dunbar	9/24/2021	138598	203.91
BROOKLINE ASSOC	UB Refund 1103 Blagen/Dunbar	9/24/2021	138598	652.36
BURKE, TIFFANY	Mileage Reimbursement	9/10/2021	138461	38.89
BURKE, TIFFANY	Mileage Reimbursement	9/10/2021	138461	21.87
CA/NV SECTION AWWA	Cross Connection Specialist Cert Renewal - Hampton	9/17/2021	138542	100.00
CALAVERAS AUTO SUPPLY	Adapters - SA Shop	9/17/2021	138543	11.69
CALAVERAS AUTO SUPPLY	Adapters - SA Shop	9/17/2021	138543	7.18
CALAVERAS AUTO SUPPLY	Plug - SA Shop	9/17/2021	138543	13.18
CALAVERAS AUTO SUPPLY	Gloves - SA Shop	9/17/2021	138543	60.06
CALAVERAS AUTO SUPPLY	Ratchets - V 525	9/17/2021	138543	143.34
CALAVERAS AUTO SUPPLY	Torque Wrench - SA Shop	9/17/2021	138543	278.85
CALAVERAS AUTO SUPPLY	Wheel Bearings, Ball Joint - V 534	9/17/2021	138543	377.09
CALAVERAS AUTO SUPPLY	Exchange Ball Joint - V 534	9/17/2021	138543	(12.98)
CALAVERAS AUTO SUPPLY	Brake Pads - V 525	9/17/2021	138543	70.67
CALAVERAS AUTO SUPPLY	Oil, Filter, Silicone - V 525	9/17/2021	138543	112.68
CALAVERAS AUTO SUPPLY	Auto Repair Parts	9/17/2021	138543	565.14
CALAVERAS AUTO SUPPLY	Coolant - CC LS 2	9/17/2021	138543	49.99
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA Avery P/S AR0000850	9/17/2021	138544	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA Meadowmont P?S AR0000853	9/17/2021	138544	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA CC L/S #12 AR0000852	9/17/2021	138544	262.00
CALAVERAS COUNTY ENVIRONMENTAL HEALTH	Haz Mat Response/CUPA CC L/S # 40 AR0000851	9/17/2021	138544	262.00
CALAVERAS COUNTY PUBLIC WORKS	Encroachment Permit Copper Cove L/S 6,8,15 & 18 Renovation 12,13	9/24/2021	138599	250.00
CALAVERAS COUNTY PUBLIC WORKS	Encroachment Permit Copper Cove L/S 6,8,15 & 18 Renovation 12,13	9/24/2021	138599	250.00
CALAVERAS FIRST COMPANY INC	Notice of Bid - Site Work District Corp Yard	9/10/2021	138462	624.00
CALAVERAS LUMBER CO INC	Repair Parts - Construction Crew Water Trailer	9/24/2021	138600	157.75
CALAVERAS LUMBER CO INC	Hole Saws - Construction Crew	9/24/2021	138600	32.30
CALAVERAS LUMBER CO INC	Water - Electrical Crew	9/24/2021	138600	32.12
CALAVERAS LUMBER CO INC	Measuring Tape, Hammer - Electrical Crew	9/24/2021	138600	52.93
CALAVERAS LUMBER CO INC	Credit Finance Charge	9/24/2021	138600	(25.89)
CALAVERAS LUMBER CO INC	Materials for Transformer Pad for Indian Rock East Sand Filter	9/24/2021	138600	46.55
CALAVERAS LUMBER CO INC	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138600	89.35
CALAVERAS LUMBER CO INC	Bits, Cleaning Supplies - DF VCTO	9/24/2021	138600	159.13
CALAVERAS LUMBER CO INC	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138600	165.92
CALAVERAS LUMBER CO INC	Materials and Supplies	9/24/2021	138600	348.44
CALAVERAS LUMBER CO INC	Materials and Supplies for Indian Rock East Sand Filter Job	9/24/2021	138600	43.41
CALAVERAS LUMBER CO INC	Key - DF VCTO	9/24/2021	138600	2.79
CALAVERAS LUMBER CO INC	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138600	241.12
CALAVERAS LUMBER CO INC	Materials for Pipe Install for Indian Rock East Sand Filter j	9/24/2021	138600	38.77
CALAVERAS LUMBER CO INC	Materials and Supplies for Indian Rock East Sand Filter t	9/24/2021	138600	302.15
CALAVERAS LUMBER CO INC	Impact Driver - DF VCTO	9/24/2021	138600	117.96
CALAVERAS MATERIALS, INC	3/4 Class II AB - EP Barn	9/10/2021	138463	383.89
CALAVERAS MATERIALS, INC	3/4 Class II AB - CC Whse	9/10/2021	138463	385.62
CALAVERAS MATERIALS, INC	3/4" Class II AB Rock Base for Indian Rock East Sand Filter Proj	9/24/2021	138601	386.56
CALAVERAS MATERIALS, INC	3/4" Class II AB Rock Base for Indian Rock East Sand Filter Proj	9/24/2021	138601	746.96
CALIFORNIA WASTE RECOVERY SYSTEMS	Refuse Disposal - OP HQ	9/10/2021	138538	433.73
CALIFORNIA WASTE RECOVERY SYSTEMS	Refuse Disposal - OP HQ	9/10/2021	138538	410.45
CALIFORNIA WASTE RECOVERY SYSTEMS	Refuse Disposal - OP HQ	9/10/2021	138538	160.41
CALIFORNIA WASTE RECOVERY SYSTEMS	Refuse Disposal - OP HQ	9/10/2021	138538	151.81
CALPERS - RETIREMENT	Retirement 08/31/21	9/7/2021	EFT	36,023.46
CALPERS - RETIREMENT	GASB 68 Reports and Schedules	9/7/2021	EFT	766.50
CALPERS - RETIREMENT	Retired Annuitant Fees	9/7/2021	EFT	292.00
CALPERS - RETIREMENT	Retirement 08/31/21	9/7/2021	EFT	13,323.74
CALPERS - RETIREMENT	GASB 68 Reports and Schedules	9/7/2021	EFT	283.50
CALPERS - RETIREMENT	Retired Annuitant Fees	9/7/2021	EFT	108.00
CALPERS - RETIREMENT	Retirement 09/15/21	9/21/2021	EFT	34,414.84

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CALPERS - RETIREMENT	Retirement 09/15/21	9/21/2021	EFT	12,728.78
CALPERS (Def Comp)	Deferred Comp Loan Repay 08/31/21	9/7/2021	EFT	785.33
CALPERS (Def Comp)	Deferred Comp 08/31/21	9/7/2021	EFT	2,684.05
CALPERS (Def Comp)	Deferred Comp Loan Repay 08/31/21	9/7/2021	EFT	382.34
CALPERS (Def Comp)	Deferred Comp 08/31/21	9/7/2021	EFT	2,135.47
CALPERS (Def Comp)	Deferred Comp Loan Repay 09/15/21 Payroll	9/21/2021	EFT	848.78
CALPERS (Def Comp)	Deferred Compensation 09/15/21	9/21/2021	EFT	2,483.90
CALPERS (Def Comp)	Deferred Comp Loan Repay 09/15/21 Payroll	9/21/2021	EFT	405.79
CALPERS (Def Comp)	Deferred Compensation 09/15/21	9/21/2021	EFT	1,822.04
CALPERS (Health Ins)	Health Ins, Employees 09/21	9/7/2021	EFT	88,584.59
CALPERS (Health Ins)	Health Ins, Retirees 09/21	9/7/2021	EFT	31,785.45
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	87.13
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	131.13
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	17.32
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	23.63
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	28.42
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	5.25
CALPERS (Health Ins)	Health Ins, Employees 09/21	9/7/2021	EFT	32,764.17
CALPERS (Health Ins)	Health Ins, Retirees 09/21	9/7/2021	EFT	11,756.26
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	32.22
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	68.68
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	6.41
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	10.08
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	10.51
CALPERS (Health Ins)	Health Ins Admin Fees 09/21	9/7/2021	EFT	1.94
CAPITAL RUBBER & GASKET INC.	Tools - Construction Crew	9/24/2021	138602	518.68
CARBON COPY INC	Copies, Copier Maintenance 08/21	9/17/2021	138545	59.00
CARBON COPY INC	Copies, Copier Maintenance 08/21	9/17/2021	138545	14.61
CARBON COPY INC	Copies, Copier Maintenance 08/21	9/17/2021	138545	21.81
CARBON COPY INC	Copies, Copier Maintenance 08/21	9/17/2021	138545	5.40
CDK SUPPLY	Motor - Hunt Road Repeater Site	9/10/2021	138464	68.87
CDK SUPPLY	Motor - Hunt Road Repeater Site	9/10/2021	138464	25.47
CDK SUPPLY	Drill	9/24/2021	138603	52.91
CDK SUPPLY	Materials and Supplies for Indian Rock East Sand Filter	9/24/2021	138603	33.79
CDK SUPPLY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138603	519.73
CDK SUPPLY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138603	378.37
CDK SUPPLY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138603	108.47
CED CREDIT	Electrical Parts	9/10/2021	138465	93.07
CED CREDIT	Transformer for Indian Rock East Sand Filter	9/10/2021	138465	1,024.60
CED CREDIT	Transformer for Indian Rock East Sand	9/10/2021	138465	872.05
CED CREDIT	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138604	38.70
CED CREDIT	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138604	10.38
CHAPMAN, GERALD	UB Refund 286 Knolls Drive	9/10/2021	138466	1,152.27
CHAPMAN, GERALD	UB Refund 286 Knolls Drive	9/10/2021	138466	228.49
CHECK PROCESSING INC	Lockbox 08/21	9/17/2021	138546	868.01
CHECK PROCESSING INC	Lockbox 08/21	9/17/2021	138546	321.04
CLARK PEST CONTROL	Pest Control - La Contenta Warehouse (W) 807402	9/10/2021	138467	68.00
CLARK PEST CONTROL	Pest Control - La Contenta Warehouse (W) 807402	9/10/2021	138467	68.00
CLARK PEST CONTROL	Pest Control - JLWTP #807549	9/10/2021	138467	66.00
CLARK PEST CONTROL	Pest Control - West Point WTP 1297711	9/10/2021	138467	111.00
CLARK PEST CONTROL	Pest Control - Hunter Dam 1505308	9/10/2021	138467	100.00
CLARK PEST CONTROL	Pest Control - La Contenta WWTP #807360	9/10/2021	138467	87.00
CLARK PEST CONTROL	Pest Control - Southworth 688236	9/10/2021	138467	88.00
CLARK PEST CONTROL	Pest Control - Wilseyville WWTP 1768120	9/10/2021	138467	135.00
CLARK PEST CONTROL	Pest Control - Wallace WWTP 2120969	9/10/2021	138467	127.00
CLARK PEST CONTROL	Pest Control Acct#730179 Copper Cove	9/17/2021	138548	60.48
CLARK PEST CONTROL	Pest Control Acct#807360 La Contenta WWTP	9/17/2021	138548	87.00
CLARK PEST CONTROL	Pest Control Acct#730179 Copper Cove	9/17/2021	138548	35.52
CLARK PEST CONTROL	Pest Control - JLWTP #807549	9/24/2021	138605	66.00
CLARKE, DARRIN & ALICIA	UB Refund 2901 Black Oak Court	9/24/2021	138606	135.64
CLA-VAL/GRISWOLD	PRV Rebuild - Copper Cove	9/17/2021	138547	5,108.32
CLA-VAL/GRISWOLD	PRV Rebuild - EB Barn	9/17/2021	138547	2,300.51
CLINE SR, LAVERNE A.	Site Clean Up and Recycle for Sheep Ranch Fire Protection Tank	9/24/2021	138607	3,500.00
CLOVERLAND PROPERTY MGMT INC	UB Refund 5066 Kiva Court	9/24/2021	138608	135.09
CLOVERLAND PROPERTY MGMT INC	UB Refund 5066 Kiva Court	9/24/2021	138608	194.78
COLE TISCORNIA CONSTRUCTION	Contract for Disassembly and Delivery of Tank, New Tank Pad, Sit	9/24/2021	138609	25,000.00
COLUMBIA COMMUNICATIONS	Vehicle Cloud Service 09/21	9/10/2021	138468	499.20
COLUMBIA COMMUNICATIONS	Vehicle Cloud Service 09/21	9/10/2021	138468	280.80
CONDOR EARTH TECHNOLOGIES INC	Compaction Testing - JL Coleen Court	9/17/2021	138549	454.75

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CONDOR EARTH TECHNOLOGIES INC	Materials Testing and Special Inspections for the Redwood Tanks	9/24/2021	138611	1,915.75
CONDOR EARTH TECHNOLOGIES INC	Geotechnical Investigations for the Sheep Ranch Fire Protection	9/24/2021	138611	53.50
CONETH SOLUTIONS INC	FY2021-22: IT Security Repairs and Implementation Costs *Water*	9/10/2021	138469	2,490.51
CONETH SOLUTIONS INC	FY2021-22: IT Security Repairs and Implementation Costs *Sewer*	9/10/2021	138469	921.14
CONETH SOLUTIONS INC	FY2021-22: 2 months of Managed IT Services & Trusted IT Advisor	9/17/2021	138550	6,411.23
CONETH SOLUTIONS INC	FY2021-22: IT Security Repairs and Implementation Costs *Water*	9/17/2021	138550	438.00
CONETH SOLUTIONS INC	FY2021-22: 2 months of Managed IT Services & Trusted IT Advisor	9/17/2021	138550	2,371.27
CONETH SOLUTIONS INC	FY2021-22: IT Security Repairs and Implementation Costs *Sewer*	9/17/2021	138550	162.00
CONFIDENTIAL	Oct/November 2021 Medical Reimbursement	9/10/2021	138477	302.00
CONFIDENTIAL	Oct/November 2021 Medical Reimbursement	9/10/2021	138477	111.69
CONFIDENTIAL	56 Hours CTO Cash Out	9/17/2021	138555	1,308.81
CONFIDENTIAL	56 Hours CTO Cash Out	9/17/2021	138555	736.20
CONFIDENTIAL	Final Check	9/21/2021	138590	1,593.68
CONFIDENTIAL	Final Check	9/21/2021	138590	896.45
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138627	834.26
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138613	151.09
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138596	816.47
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138617	406.57
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138636	834.26
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138612	406.57
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138610	406.57
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138646	151.09
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138628	406.57
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138634	476.30
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138637	151.09
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138645	406.57
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138627	308.55
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138613	55.88
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138596	301.97
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138617	150.37
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138636	308.55
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138612	150.37
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138610	150.37
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138646	55.88
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138628	150.37
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138634	176.16
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138637	55.88
CONFIDENTIAL	October Retiree Medical Reimbursement	9/24/2021	138645	150.37
CONFIDENTIAL	PERS Correction 09/30/21	9/24/2021	138629	84.93
CONFIDENTIAL	PERS Correction 09/30/21	9/24/2021	138629	31.41
COPPER AUTO & MARINE	Materials & Supplies - CC	9/10/2021	138470	623.85
CPPA	Power - OP HQ 08/21	9/17/2021	138551	554.80
CPPA	Power - District Wide 08/21	9/17/2021	138551	67,005.67
CPPA	Power - OP HQ 08/21	9/17/2021	138551	205.20
CPPA	Power - District Wide 08/21	9/17/2021	138551	37,690.68
CPUD	New 1" Connection for Maintenance/Warehouse	9/24/2021	138614	1,425.00
CPUD	Water Service 09/21 - OP HQ	9/30/2021	EFT	248.94
CPUD	Water Service 09/21 - OP HQ	9/30/2021	EFT	92.08
CWEA Renewal	CSM4 Renewal - Skrbina	9/17/2021	138552	106.00
DATAPROSE	UB Statement Processing 08/21	9/17/2021	138553	3,505.28
DATAPROSE	UB Statement Processing 08/21	9/17/2021	138553	1,296.47
DAVIDSON, JEFF	Travel 08/21	9/10/2021	138471	23.21
DAVIDSON, JEFF	Travel 08/21	9/10/2021	138471	8.15
DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease	9/30/2021	EFT	188.61
DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease	9/30/2021	EFT	106.10
DEPARTMENT OF WATER RESOURCES	White Pines Dam 1024-4	9/10/2021	138472	313.00
DOWNEY BRAND ATTORNEYS LLP	06/21 Legal Services 31348.00044	9/17/2021	138554	4,185.09
DOWNEY BRAND ATTORNEYS LLP	08/21 Legal Services 31348.00000	9/17/2021	138554	6,601.60
DOWNEY BRAND ATTORNEYS LLP	07/21 Legal Services 31348.00000	9/17/2021	138554	7,915.03
DOWNEY BRAND ATTORNEYS LLP	07/21 Legal Services 31348.00042	9/17/2021	138554	28.47
DOWNEY BRAND ATTORNEYS LLP	07/21 Legal Services 31348.00043	9/17/2021	138554	9,081.93
DOWNEY BRAND ATTORNEYS LLP	08/21 Legal Services 31348.00043	9/17/2021	138554	9,483.43
DOWNEY BRAND ATTORNEYS LLP	06/21 Legal Services 31348.00042	9/17/2021	138554	199.29
DOWNEY BRAND ATTORNEYS LLP	06/21 Legal Services 31348.00043	9/17/2021	138554	9,765.21
DOWNEY BRAND ATTORNEYS LLP	08/21 Legal Services 31348.00042	9/17/2021	138554	597.87
DOWNEY BRAND ATTORNEYS LLP	07/21 Legal Services 31348.00000	9/17/2021	138554	2,927.47
DOWNEY BRAND ATTORNEYS LLP	06/21 Legal Services 31348.00044	9/17/2021	138554	1,547.91
DOWNEY BRAND ATTORNEYS LLP	08/21 Legal Services 31348.00000	9/17/2021	138554	2,441.68
DOWNEY BRAND ATTORNEYS LLP	07/21 Legal Services 31348.00042	9/17/2021	138554	10.53

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DOWNEY BRAND ATTORNEYS LLP	07/21 Legal Services 31348.00043	9/17/2021	138554	3,359.07
DOWNEY BRAND ATTORNEYS LLP	08/21 Legal Services 31348.00043	9/17/2021	138554	3,507.57
DOWNEY BRAND ATTORNEYS LLP	06/21 Legal Services 31348.00042	9/17/2021	138554	73.71
DOWNEY BRAND ATTORNEYS LLP	08/21 Legal Services 31348.00042	9/17/2021	138554	221.13
DOWNEY BRAND ATTORNEYS LLP	06/21 Legal Services 31348.00043	9/17/2021	138554	3,611.79
EBBETTS PASS LUMBER	Cleaning Supplies - Hunters WTP	9/24/2021	138615	49.13
EDWARDS, JOHN & JANINE	UB Refund 1801 Quail Hill Court	9/24/2021	138616	146.03
ENTERPRISE FM TRUST	Credit Duplicate Payment 08/21	9/17/2021	138556	(8,937.27)
ENTERPRISE FM TRUST	Customer 411657B Vehicle Leasing 09/21 Main/Tax Other	9/17/2021	138556	1,025.71
ENTERPRISE FM TRUST	Customer 411657B Vehicle Leasing 09/21 Main/Tax Other	9/17/2021	138556	466.59
ENTERPRISE FM TRUST	Customer 411657B Vehicle Leasing 09/21	9/17/2021	138556	7,711.92
ENTERPRISE FM TRUST	Customer 411657B Vehicle Leasing 09/21 Main/Tax Other	9/17/2021	138556	8,271.04
ENTERPRISE FM TRUST	Credit Duplicate Payment 08/21	9/17/2021	138556	(5,027.22)
ENTERPRISE FM TRUST	Customer 411657B Vehicle Leasing 09/21 Main/Tax Other	9/17/2021	138556	576.95
ENTERPRISE FM TRUST	Customer 411657B Vehicle Leasing 09/21 Main/Tax Other	9/17/2021	138556	262.45
ENTERPRISE FM TRUST	Customer 411657B Vehicle Leasing 09/21	9/17/2021	138556	4,337.95
ENTERPRISE FM TRUST	Customer 411657B Vehicle Leasing 09/21 Main/Tax Other	9/17/2021	138556	4,652.45
ERS INDUSTRIAL SERVICES, INC.	Stainless Steel Screens for Filter #6 for the Jenny Lind Treatme	9/10/2021	138473	16,940.00
ERS INDUSTRIAL SERVICES, INC.	Jenny Lind Water Treatment Plant Filters 3, 4, and 5 Rehab Proje	9/17/2021	138557	(2,677.85)
ERS INDUSTRIAL SERVICES, INC.	Jenny Lind Water Treatment Plant Filters 3, 4, and 5 Rehab Proje	9/17/2021	138557	53,557.08
ERS INDUSTRIAL SERVICES, INC.	Sand Filter Rehab - LCWWTP	9/17/2021	138557	13,160.00
FASTENAL	Manus Bond Sealant - District Use	9/10/2021	138474	340.31
FASTENAL	Safety Glasses, N95 Masks - District Use	9/10/2021	138474	1,497.44
FASTENAL	Masks - District Use	9/17/2021	138558	292.50
FGL ENVIRONMENTAL	Water Testing 08/13 - 09/10	9/17/2021	138559	5,985.00
FGL ENVIRONMENTAL	Waste Water Testing 08/13 - 09/10	9/17/2021	138559	3,366.00
FROGGY'S AUTO WASH & LUBE	Oil, Lube, Filter - V 522	9/10/2021	138475	144.37
FROGGY'S AUTO WASH & LUBE	Oil, Lube, Wiper Blades - V 724	9/24/2021	138618	240.43
GAMBI DISPOSAL INC.	Bio-Solids Removal - August 2021	9/17/2021	138560	3,360.00
GATEWAY PRESS, INC	Magnetic Numbers & Letters - Project Boards	9/10/2021	138476	139.75
GATEWAY PRESS, INC	Magnetic Numbers & Letters - Project Boards	9/10/2021	138476	51.69
GENERAL PLUMBING SUPPLY CO INC	Flanges, Fittings - LS 3	9/24/2021	138619	513.96
GENERAL SUPPLY COMPANY	Electrical Parts - LCWWTP Headworks	9/17/2021	138561	4,053.20
GENERAL SUPPLY COMPANY	Level Controller - AWWTP	9/17/2021	138561	1,659.69
GENERAL SUPPLY COMPANY	Electrical Parts for Solar Panels for AMI/AMR Project	9/24/2021	138620	154.75
GENERAL SUPPLY COMPANY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138620	344.53
GENERAL SUPPLY COMPANY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138620	1,160.71
GENERAL SUPPLY COMPANY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138620	276.28
GENERAL SUPPLY COMPANY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138620	136.56
GENERAL SUPPLY COMPANY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138620	599.37
GENERAL SUPPLY COMPANY	Materials and Supplies for Indian Rock East Sand Filter Project	9/24/2021	138620	503.87
GLEASON WYDNER, RYAN GLEASON	Road Base - LC Whse	9/10/2021	138536	4,114.20
GLOBAL PAY	Merchant Services 08/21	9/30/2021	EFT	135.49
GLOBAL PAY	Merchant Services 08/21	9/30/2021	EFT	50.11
GOLD ELECTRIC	Wallace Lake Estates WWTF Electrical & Instrumentation Improveme	9/17/2021	138562	64,293.53
GOVCONNECTION, INC	UPS Batteries - Stock	9/10/2021	138478	634.34
GRAINGER	Electrical Parts - DF VCTO	9/10/2021	138479	23.62
GRAINGER	Fittings, Hydrogen Peroxide - JLWTP	9/24/2021	138621	76.14
GUNN, JAMES	UB Refund 2936 McKenzie Avenue	9/10/2021	138480	80.04
HACH COMPANY	Annual Service Contract for Analyzers	9/24/2021	138622	4,103.68
HACH COMPANY	Annual Service Contract for Analyzers	9/24/2021	138622	2,308.32
HD SUPPLY CONSTRUCTION & INDUSTRIAL - WHITE CAP	Floats, Trowels, Measure Tape, Straps, Screw Driver Set, Shackle	9/10/2021	138481	824.67
HENTON, PENNIE	UB Refunds 989 Feather Ct	9/10/2021	138482	121.70
HENTON, PENNIE	UB Refunds 989 Feather Ct	9/10/2021	138482	194.78
HERD'S MACHINE & WELD SHOP	Steel - JL Pressure System	9/10/2021	138483	707.97
HOBGOODS CLEANING	Janitorial Service - OP HQ	9/24/2021	138623	1,412.55
HOBGOODS CLEANING	Janitorial Service - JLTC	9/24/2021	138623	32.00
HOBGOODS CLEANING	Janitorial Service - OP HQ	9/24/2021	138623	522.45
HOBGOODS CLEANING	Janitorial Service - JLTC	9/24/2021	138623	18.00
HOLT OF CALIFORNIA	Fuel Tube Assembly - CC Backhoe	9/24/2021	138624	80.11
HOLT OF CALIFORNIA	Control Lever - CC Backhoe	9/24/2021	138624	394.20
HUNT & SONS, INC	Fuel - CC	9/10/2021	138484	1,229.66
HUNT & SONS, INC	Fuel - JL	9/10/2021	138484	1,116.40
HUNT & SONS, INC	Oil - EP LS 3	9/10/2021	138484	123.95
HYDROSCIENCE ENGINEERS INC	Engineering and Design Services for the Arnold Wastewater Treatm	9/10/2021	138485	29,528.31
INDUSTRIAL ELECTRICAL CO	Labor Aerator Motor - FMWWTP	9/10/2021	138486	147.00
INTERSTATE TRUCK CENTER	Gasket - V 736	9/10/2021	138487	39.20
IRON MOUNTAIN	Document Destruction	9/17/2021	138563	71.46
IRON MOUNTAIN	Document Destruction	9/17/2021	138563	26.42

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JASH USA INC.	Cast Iron Gate Valve with Actuator - CCWWTP Pond 6	9/10/2021	138488	(30.00)
JASH USA INC.	Cast Iron Gate Valve with Actuator - CCWWTP Pond 6	9/10/2021	138488	(389.96)
JASH USA INC.	Cast Iron Gate Valve with Actuator - CCWWTP Pond 6	9/10/2021	138488	443.75
JASH USA INC.	Cast Iron Gate Valve with Actuator - CCWWTP Pond 6	9/10/2021	138488	5,768.71
KELKER, STAN	UB Refund 2453 Navajo Drive	9/10/2021	138489	24.81
KIERKLO, EDWARD	UB Refund 4974 Fong Drive	9/10/2021	138490	8.22
KIERKLO, EDWARD	UB Refund 4974 Fong Drive	9/10/2021	138490	12.15
LEE & RO, INC	Engineering/Design 05/21	9/24/2021	138625	905.00
LEE & RO, INC	Engineering/Design 05/21	9/24/2021	138625	905.00
LEVINE, ROBERT	UB Refund 1428 Shoshone Drive	9/10/2021	138491	31.00
LIEBERT CASSIDY WHITMORE	Legal Services 07/21 CA045-00025	9/17/2021	138564	2,095.83
LIEBERT CASSIDY WHITMORE	Legal Services 03/21 CA045-00025	9/17/2021	138564	1,226.77
LIEBERT CASSIDY WHITMORE	Legal Services 07/21 CA045-00021	9/17/2021	138564	109.50
LIEBERT CASSIDY WHITMORE	Legal Services 07/21 CA045-00024	9/17/2021	138564	37.23
LIEBERT CASSIDY WHITMORE	Legal Services 03/21 CA045-00025	9/17/2021	138564	453.73
LIEBERT CASSIDY WHITMORE	Legal Services 07/21 CA045-00025	9/17/2021	138564	775.17
LIEBERT CASSIDY WHITMORE	Legal Services 07/21 CA045-00021	9/17/2021	138564	40.50
LIEBERT CASSIDY WHITMORE	Legal Services 07/21 CA045-00024	9/17/2021	138564	13.77
LIEBERT CASSIDY WHITMORE	Legal Services 08/21 CA045-00025	9/24/2021	138626	719.78
LIEBERT CASSIDY WHITMORE	Legal Services 08/21 CA045-00001	9/24/2021	138626	127.02
LIEBERT CASSIDY WHITMORE	Legal Services 08/21 CA045-00025	9/24/2021	138626	266.22
LIEBERT CASSIDY WHITMORE	Legal Services 08/21 CA045-00001	9/24/2021	138626	46.98
LOWE'S	Tools - Electrical Crew	9/17/2021	138565	12.53
LOWE'S	A/C Unit - DF VCTO	9/17/2021	138565	388.72
LUNSFORD, SCOTT	Safety Boot Reimbursement FY 21/22	9/17/2021	138566	193.94
MAYNARD MANAGEMENT	UB Refund 188 Main Street	9/17/2021	138567	157.87
MAYNARD MANAGEMENT	UB Refund 188 Main Street	9/17/2021	138567	251.77
MERCHANT SERVICES	Merchant Fees 08/21	9/30/2021	EFT	136.42
MERCHANT SERVICES	Merchant Fees 08/21	9/30/2021	EFT	50.45
MIDDLETONS	Miscellaneous - Cal Fire	9/17/2021	138568	2,087.10
MILLER, KARSYN	Scholarship Award Winner 2021	9/10/2021	138492	365.00
MILLER, KARSYN	Scholarship Award Winner 2021	9/10/2021	138492	135.00
MIRAMONT HOMES INC	UB Sewer Rebate 700 Paseo Verde Drive	9/10/2021	138493	506.42
MIRAMONT HOMES INC	UB Sewer Rebate 711 Paseo Verde Drive	9/10/2021	138493	412.29
MODESTO AIRCO GAS & GEAR	Cylinder Rental 08/21	9/24/2021	138630	58.24
MODESTO AIRCO GAS & GEAR	Cylinder Rental 08/21	9/24/2021	138630	32.76
MODESTO STEEL INC	Pipe - EP LS3	9/10/2021	138494	317.15
MOTHER LODGE ANSWERING SERVICE	Answering Service 09/21	9/17/2021	138569	1,606.79
MOTHER LODGE ANSWERING SERVICE	Answering Service 09/21	9/17/2021	138569	594.29
MUNICIPAL MAINTENANCE EQUIP	Cooling Fan Motor - V 126	9/10/2021	138495	444.17
MUNICIPAL RESOURCE GROUP LLC	Coaching Meeting	9/17/2021	138570	627.80
MUNICIPAL RESOURCE GROUP LLC	Coaching Meeting	9/17/2021	138570	232.20
MUTUAL OF OMAHA	Life, AD&D Acct#G000AWXB 09/21	9/17/2021	138571	5,220.63
MUTUAL OF OMAHA	Life, AD&D Acct#G000AWXB 09/21	9/17/2021	138571	1,930.91
NASH CHEVRON	Rim, Tire - V 732	9/10/2021	138496	119.43
NEW YORK LIFE	Life Insurance 07/21	9/17/2021	138572	733.08
NEW YORK LIFE	Life Insurance 07/21	9/17/2021	138572	271.14
NORDAHL LAND SURVEYING	Property Lines for Sheep Ranch Fire Protection Tank (CIP 11127)	9/10/2021	138497	1,625.00
NORDAHL LAND SURVEYING	Hydrographic and topographic surveys for the Hunters Reservoir m	9/10/2021	138497	4,000.00
NORDAHL LAND SURVEYING	Construction Staking for Redwood Tanks Project (CIP 11095)	9/10/2021	138497	10,500.00
NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	9/10/2021	138498	1,265.23
NORTHSTAR CHEMICAL	Sodium Hypochlorite - WPWTP	9/10/2021	138498	708.52
NORTHSTAR CHEMICAL	Sodium Hypochlorite - WPWWTP	9/10/2021	138498	607.31
NORTHSTAR CHEMICAL	Sodium Hydroxide - LCWWTP	9/10/2021	138498	2,471.04
NORTHSTAR CHEMICAL	Sodium Hydroxide - DF VCTO	9/10/2021	138498	755.04
NORTHSTAR CHEMICAL	Sodium Hydroxide - AWWTP	9/10/2021	138498	1,853.28
NORTHSTAR CHEMICAL	Sodium Hydroxide - CC LS 12	9/10/2021	138498	411.84
NORTHSTAR CHEMICAL	Sodium Hydroxide - CC LS 40	9/10/2021	138498	4,392.96
NTU TECHNOLOGIES INC	ProPac 9890 Coagulant - CCRCP	9/17/2021	138573	8,509.25
OCCU-MED, LTD	Pre Employment	9/17/2021	138575	91.62
OCCU-MED, LTD	Pre Employment	9/17/2021	138575	33.88
O'CONNELL & DEMPSEY, LLC	Federal Legislative Advocacy Consulting Services 08/21	9/24/2021	138632	3,650.00
O'CONNELL & DEMPSEY, LLC	Federal Legislative Advocacy Consulting Services 08/21	9/24/2021	138632	1,350.00
O'REILLY AUTOMOTIVE, INC	Finance Charge	9/17/2021	138574	3.22
O'REILLY, COLLEEN	UB Refund 556 Dolores Way	9/10/2021	138499	328.35
O'REILLY, COLLEEN	UB Refund 556 Dolores Way	9/10/2021	138499	582.00
OUTWEST AUTO	Tire Repair - V 738	9/10/2021	138500	20.00
P G & E	Gas 08/21 - OP HQ	9/30/2021	EFT	12.18
P G & E	Power 08/21 - District Wide	9/30/2021	EFT	1,559.72

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P G & E	Power 08/21 - CC Water Tank	9/30/2021	EFT	39.62
P G & E	Power 08/21 - JLTC	9/30/2021	EFT	117.20
P G & E	Power 08/21 - SA Shop	9/30/2021	EFT	227.21
P G & E	Power 08/21 - SA Warehouse	9/30/2021	EFT	116.06
P G & E	Power 08/21 - VS House	9/30/2021	EFT	9.75
P G & E	Gas 08/21 - OP HQ	9/30/2021	EFT	4.50
P G & E	Power 08/21 - District Wide	9/30/2021	EFT	576.88
P G & E	Power 08/21 - JLTC	9/30/2021	EFT	65.92
P G & E	Power 08/21 - Wallace	9/30/2021	EFT	40.13
P G & E	Power 08/21 - Warmwood L/S	9/30/2021	EFT	21.40
P G & E	Power 08/21 - Woodgate L/S	9/30/2021	EFT	27.00
P G & E	Power 08/21 - SA Shop	9/30/2021	EFT	127.80
P G & E	Power 08/21 - SA Warehouse	9/30/2021	EFT	42.92
P G & E	Power 08/21 - VS House	9/30/2021	EFT	5.49
PACE SUPPLY CORP	Stock Meter Parts, Curb Stops, Customer Service Valves for AMI/A	9/10/2021	138501	2,927.66
PACE SUPPLY CORP	Stock Meter Parts, Curb Stops, Customer Service Valves for AMI/A	9/10/2021	138501	1,093.49
PACE SUPPLY CORP	Hydrant Meter Valves - District Use	9/10/2021	138501	482.63
PACE SUPPLY CORP	Repair Fittings - District Use	9/17/2021	138576	5,549.49
PACE SUPPLY CORP	Float Switches - Collections Crew	9/17/2021	138576	384.60
PACE SUPPLY CORP	Float Switches - Collections Crew	9/17/2021	138576	242.21
PERASCO, RAYMOND & MARILYN	UB Refund 3371 Fairway Drive	9/10/2021	138502	72.90
PETERSON BRUSTAD INC	2020 Upper Mokelumne River Watershed Sanitary 07/21	9/17/2021	138577	2,037.00
PETERSON BRUSTAD INC	2020 Upper Mokelumne River Watershed Sanitary 06/21	9/17/2021	138577	5,716.66
PETERSON BRUSTAD INC	Engineering and Design Services for the West Point 08/21	9/24/2021	138633	13,091.55
POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	9/10/2021	138503	336.00
RANDIK PAPER CO.	TP, PaperTowels	9/10/2021	138504	579.52
RATTERMAN, SCOTT	Travel 08/21	9/10/2021	138505	136.13
RATTERMAN, SCOTT	Travel 08/21	9/10/2021	138505	50.35
SAN ANDREAS PRINT SHOP	Architectural Prints Size 24X36 for Redwood Tanks Project	9/10/2021	138506	196.18
SAN JOAQUIN COUNTY PUBLIC WORKS	Groundwater Sustainability Plan Cust#E000000016	9/17/2021	138578	24,695.17
SAN JOAQUIN COUNTY PUBLIC WORKS	Groundwater Sustainability Plan Cust#E000000016	9/17/2021	138578	9,133.83
SAPIEN, ROBERT	Tree Falling	9/17/2021	138579	800.00
SECADA, CINDY	Travel 08/21	9/10/2021	138508	15.82
SECADA, CINDY	Travel 08/21	9/10/2021	138508	5.85
SEIU LOCAL 1021	Union Dues 08/21	9/10/2021	138509	2,007.50
SEIU LOCAL 1021	COPE Donation 08/21	9/10/2021	138509	29.20
SEIU LOCAL 1021	Union Dues 08/21	9/10/2021	138509	742.50
SEIU LOCAL 1021	COPE Donation 08/21	9/10/2021	138509	10.80
SENDERS MARKET INC	Bits - V 551 Stock	9/10/2021	138510	71.40
SENDERS MARKET INC	Drop Cloth - SA Shop	9/10/2021	138510	21.19
SENDERS MARKET INC	Plug - SA Shop	9/10/2021	138510	25.09
SENDERS MARKET INC	Safety Equipment - WP	9/10/2021	138510	50.72
SENDERS MARKET INC	Tools - WP	9/10/2021	138510	514.88
SENDERS MARKET INC	Battery - V612	9/10/2021	138510	38.41
SENDERS MARKET INC	Fittings, Valves - LC Whse	9/10/2021	138510	184.27
SENDERS MARKET INC	Credit Valve - LC Whse	9/10/2021	138510	(48.26)
SENDERS MARKET INC	Fittings - JL Pressure Tank	9/10/2021	138510	10.79
SENDERS MARKET INC	Flashlight, Rope - Wallace WTP	9/10/2021	138510	49.10
SENDERS MARKET INC	Toilet Handle - JLWTP	9/10/2021	138510	16.40
SENDERS MARKET INC	Pipe, Fittings - JL Pressure Tank	9/10/2021	138510	77.32
SENDERS MARKET INC	Leak Repair Parts - LC Whse	9/10/2021	138510	26.51
SENDERS MARKET INC	Measuring Wheel - Engineering Dept	9/10/2021	138510	70.46
SENDERS MARKET INC	Fitting - Collections Crew	9/10/2021	138510	3.47
SENDERS MARKET INC	Materials and Supplies for Indian Rock East Sand Filter	9/10/2021	138510	513.17
SENDERS MARKET INC	Materials and Supplies for Indian Rock East Sand Filter	9/10/2021	138510	1,154.42
SENDERS MARKET INC	Fasteners - EP LS 3	9/10/2021	138510	15.58
SENDERS MARKET INC	Measuring Wheel - Engineering Dept	9/10/2021	138510	26.06
SIERRA MOTORS	Oil, Lube, Filter - V 138	9/10/2021	138511	54.59
SIGNAL SERVICE	Alarm Service Labor - OP HQ	9/10/2021	138512	20.08
SIGNAL SERVICE	Alarm Service Labor - OP HQ	9/10/2021	138512	7.42
SIGNAL SERVICE	Alarm Service 10/01/21 - 12/31/21 District Wide	9/17/2021	138580	131.40
SIGNAL SERVICE	Alarm Service 10/01/21 - 12/31/21 District Wide	9/17/2021	138580	1,258.37
SIGNAL SERVICE	Alarm Service 10/01/21 - 12/31/21 District Wide	9/17/2021	138580	48.60
SIGNAL SERVICE	Alarm Service 10/01/21 - 12/31/21 District Wide	9/17/2021	138580	707.83
SIMPLE SOLUTIONS DISTRIBUTING LLC	Granulized Carb (1 Pallet) - Collections	9/10/2021	138513	(510.40)
SIMPLE SOLUTIONS DISTRIBUTING LLC	Granulized Carb (1 Pallet) - Collections	9/10/2021	138513	8,342.40
SLAKEY BROS	Tools - Electrical Crew	9/10/2021	138514	1,113.00
SLAKEY BROS	Materials and Supplies for Indian Rock East Sand Filter	9/24/2021	138635	558.59
STAPLES CREDIT PLAN	Office Supplies - OP HQ	9/17/2021	138581	2,273.94

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STAPLES CREDIT PLAN	Office Supplies - OP HQ	9/17/2021	138581	841.05
STATE OF CALIFORNIA DEPT OF CONSUMER AFFAIRS	Civil Engineer Certificate Renewal - Palmer	9/10/2021	138515	131.40
STATE OF CALIFORNIA DEPT OF CONSUMER AFFAIRS	Civil Engineer Certificate Renewal - Palmer	9/10/2021	138515	48.60
STOCKTON EAST WATER DISTRICT	Sanitary Survey Cost Share	9/17/2021	138582	9,257.60
STOCKTON EAST WATER DISTRICT	Sanitary Survey Cost Share	9/17/2021	138582	3,424.04
SWRCB	Wastewater Operator Grade 1 Renewal - Grutzmacher	9/10/2021	138516	110.00
TALLEY	Telemetry Antennas - Stock	9/10/2021	138517	2,621.00
TALLEY	Telemetry Antennas - Stock	9/10/2021	138517	1,474.30
THE CAR DOCTOR	Lube, Oil, Filter, Tire Rotation - V 712	9/24/2021	138638	108.56
THE STEEL BUILDER	Purchase of Metal Building - District Corp Yard Project	9/10/2021	138518	97,728.40
THIRKETTLE CORPORATION	Flexnet Software Support 08/21 - 08/22	9/10/2021	138519	2,600.00
THOMAS, RUSS	Travel 08/21	9/10/2021	138520	17.99
THOMAS, RUSS	Travel 08/21	9/10/2021	138520	6.65
THOMPSON, TERRY	UB Refund 6116 Castello Drive	9/10/2021	138521	16.79
TIFCO INDUSTRIES	Shop Supplies - SA Shop	9/10/2021	138522	325.03
TIFCO INDUSTRIES	Shop Supplies - SA Shop	9/10/2021	138522	282.10
TIFCO INDUSTRIES	Shop Supplies - SA Shop	9/10/2021	138522	53.53
TIFCO INDUSTRIES	Shop Supplies - SA Shop	9/10/2021	138522	223.07
TIFCO INDUSTRIES	Terminal - CC LS 40	9/10/2021	138522	26.03
TIFCO INDUSTRIES	Battery Charger - CC LS 40	9/10/2021	138522	246.68
TINDELL, ROGER	Safety Boot Reimbursement FY22	9/24/2021	138639	128.00
TINDELL, ROGER	Safety Boot Reimbursement FY22	9/24/2021	138639	72.00
TREATS GENERAL STORE INC	Letters - WP	9/10/2021	138523	16.99
TREATS GENERAL STORE INC	Keys - WP	9/10/2021	138523	8.04
TREATS GENERAL STORE INC	Tarp - Electrical Crew	9/10/2021	138523	39.67
TREATS GENERAL STORE INC	Gatorade	9/10/2021	138523	28.17
TREATS GENERAL STORE INC	BOD Meeting Supplies	9/10/2021	138523	7.65
TREATS GENERAL STORE INC	BOD Meeting Supplies	9/10/2021	138523	2.82
TYLER TECHNOLOGIES, INC.	Incode - Annual Licensing and Maintenance Fee	9/10/2021	138524	474.50
TYLER TECHNOLOGIES, INC.	Incode - Annual Licensing and Maintenance Fee	9/10/2021	138524	175.50
TYLER TECHNOLOGIES, INC.	Incode - Implementation Costs	9/17/2021	138583	521.95
TYLER TECHNOLOGIES, INC.	Incode - Implementation Costs	9/17/2021	138583	1,518.40
TYLER TECHNOLOGIES, INC.	Incode - Implementation Costs	9/17/2021	138583	193.05
TYLER TECHNOLOGIES, INC.	Incode - Implementation Costs (One Time)	9/17/2021	138583	561.60
U.S. BANK	Transducers	9/20/2021	EFT	(33.72)
U.S. BANK	Ice Machine - Vallecito	9/20/2021	EFT	933.06
U.S. BANK	Security Bags (12)	9/20/2021	EFT	80.40
U.S. BANK	Staples, Stapler & Folders	9/20/2021	EFT	27.48
U.S. BANK	Fuel Blower Kit	9/20/2021	EFT	311.40
U.S. BANK	Transducers	9/20/2021	EFT	525.70
U.S. BANK	Utilities 08/21	9/20/2021	EFT	160.87
U.S. BANK	Utilities 08/21	9/20/2021	EFT	258.10
U.S. BANK	Utilities 08/21	9/20/2021	EFT	1,744.91
U.S. BANK	Utilities 08/21	9/20/2021	EFT	2,169.22
U.S. BANK	Utilities 08/21	9/20/2021	EFT	684.61
U.S. BANK	Ferguson - Fittings	9/20/2021	EFT	51.39
U.S. BANK	Utilities 08/21	9/20/2021	EFT	46.88
U.S. BANK	Utilities 08/21	9/20/2021	EFT	116.15
U.S. BANK	U Line	9/20/2021	EFT	264.52
U.S. BANK	Trash Pump	9/20/2021	EFT	366.34
U.S. BANK	Utilities 08/21	9/20/2021	EFT	1,500.60
U.S. BANK	AWWA Seminar Registration - Hutson	9/20/2021	EFT	150.00
U.S. BANK	Water Treatment Operator Vol 2 Course Package - Crank	9/20/2021	EFT	162.53
U.S. BANK	Water Treatment Operator Vol 2 Enrollment - Crank	9/20/2021	EFT	50.00
U.S. BANK	ACWA Registration - Wycoff	9/20/2021	EFT	35.00
U.S. BANK	Jacket Embroidery	9/20/2021	EFT	21.90
U.S. BANK	Business Cards	9/20/2021	EFT	18.25
U.S. BANK	Desk Chair Lumbar Pillow	9/20/2021	EFT	29.62
U.S. BANK	Water Code Updates	9/20/2021	EFT	10.73
U.S. BANK	Supplies - Town Hall Meeting	9/20/2021	EFT	43.31
U.S. BANK	Engineering Ad	9/20/2021	EFT	499.75
U.S. BANK	Amazon IT Office Organizer	9/20/2021	EFT	290.14
U.S. BANK	New Hire Pamphlets	9/20/2021	EFT	68.05
U.S. BANK	Calaveras Enterprise Subscription	9/20/2021	EFT	25.55
U.S. BANK	CalPELRA Membership	9/20/2021	EFT	270.10
U.S. BANK	ACWA Conference Fall Registration - Minkler	9/20/2021	EFT	529.25
U.S. BANK	ACWA Registration - Secada	9/20/2021	EFT	35.00
U.S. BANK	CSDA Annual Conference - Ratterman	9/20/2021	EFT	492.75
U.S. BANK	County Recording Fee	9/20/2021	EFT	16.79

CCWD
AP DISBURSEMENTS
SEPTEMBER 1-30, 2021

Vendor	Description	Date	Check No	Amount
U.S. BANK	Ring Central Phone Purchase	9/20/2021	EFT	1,281.58
U.S. BANK	Common Rooms Phone Purchase	9/20/2021	EFT	18.25
U.S. BANK	Earthlink	9/20/2021	EFT	6.54
U.S. BANK	Adobe 08/21	9/20/2021	EFT	80.23
U.S. BANK	Microsoft Monthly 365 Costs	9/20/2021	EFT	798.02
U.S. BANK	Stock Image - Diamond Logo	9/20/2021	EFT	21.88
U.S. BANK	Adobe Illustrator	9/20/2021	EFT	15.33
U.S. BANK	Language Translator	9/20/2021	EFT	101.00
U.S. BANK	Fed Ex	9/20/2021	EFT	25.62
U.S. BANK	Postage	9/20/2021	EFT	7.74
U.S. BANK	Managers Training	9/20/2021	EFT	215.35
U.S. BANK	Utilities 08/21	9/20/2021	EFT	59.50
U.S. BANK	Utilities 08/21	9/20/2021	EFT	306.00
U.S. BANK	Utilities 08/21	9/20/2021	EFT	3,664.14
U.S. BANK	Utilities 08/21	9/20/2021	EFT	763.33
U.S. BANK	Utilities 08/21	9/20/2021	EFT	809.45
U.S. BANK	Utilities 08/21	9/20/2021	EFT	983.41
U.S. BANK	Concrete - Indian Rock	9/20/2021	EFT	1,227.79
U.S. BANK	Utilities 08/21	9/20/2021	EFT	844.08
U.S. BANK	Apple Computer Security	9/20/2021	EFT	0.99
U.S. BANK	Jacket Embroidery	9/20/2021	EFT	8.10
U.S. BANK	Business Cards	9/20/2021	EFT	6.75
U.S. BANK	Desk Chair Lumbar Pillow	9/20/2021	EFT	10.95
U.S. BANK	Supplies - Town Hall Meeting	9/20/2021	EFT	16.02
U.S. BANK	Engineering Ad	9/20/2021	EFT	184.84
U.S. BANK	Amazon IT Office Organizer	9/20/2021	EFT	107.31
U.S. BANK	New Hire Pamphlets	9/20/2021	EFT	25.16
U.S. BANK	Calaveras Enterprise Subscription	9/20/2021	EFT	9.45
U.S. BANK	CalPELRA Membership	9/20/2021	EFT	99.90
U.S. BANK	ACWA Conference Fall Registration - Minkler	9/20/2021	EFT	195.75
U.S. BANK	CSDA Annual Conference - Ratterman	9/20/2021	EFT	182.25
U.S. BANK	County Recording Fee	9/20/2021	EFT	6.21
U.S. BANK	Common Rooms Phone Purchase	9/20/2021	EFT	6.75
U.S. BANK	Ring Central Phone Purchase	9/20/2021	EFT	474.01
U.S. BANK	Earthlink	9/20/2021	EFT	2.41
U.S. BANK	Adobe 08/21	9/20/2021	EFT	29.67
U.S. BANK	Microsoft Monthly 365 Costs	9/20/2021	EFT	295.15
U.S. BANK	Stock Image - Diamond Logo	9/20/2021	EFT	8.09
U.S. BANK	Adobe Illustrator	9/20/2021	EFT	5.66
U.S. BANK	Language Translator	9/20/2021	EFT	37.35
U.S. BANK	Postage	9/20/2021	EFT	2.86
U.S. BANK	Managers Training	9/20/2021	EFT	79.65
UMRWA	UMO 969 408511 4686 10/01/21 - 09/30/22	9/17/2021	138584	27,622.00
UNDERHILL, BERTHA	Travel 08/21	9/10/2021	138525	27.80
UNDERHILL, BERTHA	Travel 08/21	9/10/2021	138525	10.28
UNITED PARCEL SERVICE	Shipping Week End 08/14	9/10/2021	138526	75.38
UNITED PARCEL SERVICE	Shipping Week End 08/21	9/10/2021	138526	22.63
UNITED PARCEL SERVICE	Shipping Week End 08/14	9/10/2021	138526	27.88
UNITED PARCEL SERVICE	Shipping Week End 08/21	9/10/2021	138526	8.37
UNITED PARCEL SERVICE	Shipping Week End 09/04	9/17/2021	138585	22.63
UNITED PARCEL SERVICE	Shipping Week End 08/28	9/17/2021	138585	22.63
UNITED PARCEL SERVICE	Shipping Week End 09/04	9/17/2021	138585	8.37
UNITED PARCEL SERVICE	Shipping Week End 08/28	9/17/2021	138585	8.37
UNITED PARCEL SERVICE	Shipping Week End 09/11	9/24/2021	138640	22.63
UNITED PARCEL SERVICE	Shipping Week End 09/11	9/24/2021	138640	8.37
UNITED RENTALS NORTHWEST, INC	Wheel Lock for Digital Safety Sign for AMI/AMR	9/24/2021	138641	104.03
US BANK CORP TRUST SVCS	Fiscal Agent Fees - New Hogan/La Contenta AD 09/01/21 - 02/28/22	9/10/2021	138527	1,020.00
USA BLUE BOOK	Marking Paint - V716	9/10/2021	138528	89.94
USA BLUE BOOK	Tools - LC Whse	9/10/2021	138528	569.69
USA BLUE BOOK	Tools - LC Whse	9/10/2021	138528	513.15
USA BLUE BOOK	Lab Supplies - JLWTP	9/10/2021	138528	272.22
USA BLUE BOOK	Hydrant Meters - District Use	9/10/2021	138528	5,138.08
USA BLUE BOOK	Fittings, Shut Valves - AWWTP	9/10/2021	138528	422.44
USA BLUE BOOK	Power Supplies - LS Autodialers	9/10/2021	138528	137.88
USA BLUE BOOK	Float Switches - Electricians	9/10/2021	138528	819.82
USA BLUE BOOK	Sump Pump - AWWTP	9/10/2021	138528	408.41
USA BLUE BOOK	pH Electrode - JLWTP	9/24/2021	138642	122.17
USDA RURAL DEVELOPMENT	Semi-Annual Loan Payment-Reach 3A	9/30/2021	EFT	27,508.50
USDA RURAL DEVELOPMENT	Semi-Annual Loan Payment-Reach 3A (adj previous payment)	9/30/2021	EFT	459.56

CCWD
AP DISBURSEMENTS
SEPTEMBER 1-30, 2021

Vendor	Description	Date	Check No	Amount
USDA RURAL DEVELOPMENT	Semi-Annual Loan Payment-Reach 3A	9/30/2021	EFT	46,700.00
VALIC	Deferred Comp 08/31/21	9/7/2021	EFT	1,467.60
VALIC	Deferred Comp 08/31/21	9/7/2021	EFT	542.81
VALIC	Deferred Comp 09/15/21	9/21/2021	EFT	1,467.60
VALIC	Deferred Comp 09/15/21	9/21/2021	EFT	542.81
VALLEY POWER SYSTEMS NORTH, INC	Starter - V 135	9/10/2021	138529	614.11
VALLEY POWER SYSTEMS NORTH, INC	Power Steering Pump - V 135	9/10/2021	138529	306.25
VALLEY SPRINGS NEWS	Legal Notices - Budget	9/24/2021	138643	74.46
VALLEY SPRINGS NEWS	Legal Notices - Budget	9/24/2021	138643	27.54
VOYA FINANCIAL	Deferred Comp 08/31/21	9/7/2021	EFT	1,451.72
VOYA FINANCIAL	Deferred Comp 08/31/21	9/7/2021	EFT	536.94
VOYA FINANCIAL	Deferred Comp 09/15/21 Payroll	9/21/2021	EFT	1,444.42
VOYA FINANCIAL	Deferred Comp 09/15/21 Payroll	9/21/2021	EFT	534.24
WAGeworks	FSA Admin 08/21 Acct#2052567	9/24/2021	138644	160.60
WAGeworks	FSA Admin 08/21 Acct#2052567	9/24/2021	138644	59.40
WEBSOFT DEVELOPERS, INC.	CMMS Software - 09/01/21-08/31/22	9/10/2021	138530	27,000.00
WECO INDUSTRIES	TV Camera Locator Replacement - V 133	9/10/2021	138531	1,800.00
WECO INDUSTRIES	Camera Extension - TV Van	9/17/2021	138586	1,423.82
WEST POINT LUMBER INC	Water, Wiper Fluid - WP	9/10/2021	138532	11.77
WEST POINT LUMBER INC	Materials & Supplies - WP	9/17/2021	138587	72.61
WEST POINT LUMBER INC	Materials & Supplies - WP	9/17/2021	138587	28.37
WEST POINT LUMBER INC	Materials & Supplies - WP	9/17/2021	138587	52.23
WEST POINT LUMBER INC	Tools - WP	9/17/2021	138587	48.24
WEST POINT LUMBER INC	Tools - WP	9/17/2021	138587	34.93
WEST POINT LUMBER INC	Metal Gates - WPWTP	9/17/2021	138587	346.39
WEST POINT LUMBER INC	Supplies - WPWTP	9/17/2021	138587	1.91
WESTECH ENGINEERING, INC.	Gasket Materials - JLWTP	9/10/2021	138533	347.75
WESTERN HYDROLOGICS	Water Rights Consulting 07/21	9/17/2021	138588	3,638.75
WESTERN HYDROLOGICS	Water Rights Consulting 08/21	9/17/2021	138588	3,177.50
WESTERN HYDROLOGICS	Gage Maintenance 07/21	9/17/2021	138588	1,680.13
WESTERN HYDROLOGICS	Gage Maintenance 08/21	9/17/2021	138588	1,195.07
WESTERN HYDROLOGICS	Gage Maintenance 08/21	9/17/2021	138588	442.01
WESTERN HYDROLOGICS	Gage Maintenance 07/21	9/17/2021	138588	621.41
WESTMORELAND, TIM	UB Refund 106 Glen View Court	9/10/2021	138534	380.53
WEX BANK	Fuel 08/21 - District Wide	9/30/2021	EFT	10,693.89
WEX BANK	Fuel 08/21 - District Wide	9/30/2021	EFT	6,015.32
WIENHOFF DRUG TESTING	Drug Screening	9/10/2021	138535	51.20
WIENHOFF DRUG TESTING	Drug Screening	9/10/2021	138535	28.80
WOODARD & CURRAN INC	2020 Urban Water Management 05/21	9/17/2021	138589	3,458.50
WOODARD & CURRAN INC	2020 Urban Water Management 07/21	9/17/2021	138589	2,382.02
YOUNG'S COPPER ACE HARDWARE	Materials & Supplies - CC 08/21	9/10/2021	138537	171.52
TOTAL VENDOR PAYMENTS				1,308,392.75

RESOLUTION NO. 2021-

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

RATIFYING CLAIM SUMMARY NO. 595

WHEREAS, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 595 at the Regular Meeting held on October 13, 2021; and

WHEREAS, Board Members have resolved questions, issues, or concerns by consultation with District staff during said meeting.

NOW, THEREFORE, BE IT RESOLVED that the CALAVERAS COUNTY WATER DISTRICT Board of Directors hereby ratifies Claim Summary Number 595 in the amount of \$1,842,828.30 for the month of September 2021.

PASSED AND ADOPTED this 13th day of October 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Agenda Item

DATE: October 13, 2021

TO: Michael Minkler, General Manager

FROM: Charles Palmer, District Engineer

SUBJECT: Discussion and Recommended Action Amending the FY 2021-22 CIP Budget and Approving a Professional Services Agreement for the Copper Cove Wastewater Treatment Plant, Pond 6 Effluent Storage Reservoir Enlargement Project

RECOMMENDED ACTION:

Motion: _____ / _____ adopting Resolution 2021-_____ amending the FY 2021-22 CIP Budget to include the Copper Cove Wastewater Treatment Plant, Pond 6 Effluent Storage Reservoir Enlargement Project and authorizing General Manager to enter into a professional services agreement with Wagner & Bonsignore for engineering and design services for the subject project.

SUMMARY:

The Copper Cove Wastewater Treatment Plant (WWTP) currently serves approximately 1,921 sewer connections with an 0.20-mgd Average Dry Weather Flow (ADWF), which is approaching the plant's permitted capacity of 0.23-mgd ADWF. The effluent storage reservoir, Pond 6, was added in 1992 and has a capacity of 205 ac-ft. In wet years with significant rainfall, Pond 6 fills up to its maximum operating level. Staff has often plugged the spillway with sandbags to prevent spilling into Little John Creek.

From 2005 to 2011, the District developed plans to raise the dam height and increase reservoir capacity to 442 ac-ft. The District filed an application with DSOD on February 1, 2007, and plans and specifications for construction were approved by DSOD on April 13, 2011. The plans were previously prepared by Hanson Engineering (now Wagner & Bonsignore). The District chose to not move forward with construction due to financial constraints. After several time extensions, DSOD notified the District on December 13, 2018 that its application had expired and if it is desired to enlarge the dam in the future, to file a new application, pay fees, and resubmit plans and specifications.

As of 2021, the current NPDES permit states that once capacity is added to Pond 6 the District can then increase the flow limit to 0.35-mgd ADWF. This component is critically important in that it allows the District to continue to operate under the existing permit even as the number of sewer connections increases within the service area. The plans for

enlargement of Pond 6 and raising of the dam were previously approved by DSOD but have since expired. The District proposes to retain the engineer of record, David Lounsbury with Wagner & Bonsignore, to update the previously completed plans and resubmitting them and file a new application with DSOD.

Wagner & Bonsignore has provided the attached proposed scope of work and fee estimate, which is divided into Phase 1 and 2 services summarized as follows:

Phase 1 includes the following tasks:

- Initial project management and coordination
- Updates to construction drawings and specifications
- Update of Engineer's Opinion of Probable Cost for determination of DSOD application fee and coordination with District for submittal of application fee (application fee is not included in the proposed fees);
- Preparation of final documents and submittal to DSOD for approval of the Project

Phase 2, DSOD may require updates to previously prepared information and/or request new/additional technical information after its initial review including some or all of the following tasks:

- Alternative or new borrow site investigations
- Updates to geotechnical information
- Reservoir hydrology and spillway hydraulic analyses
- Coordination with other Consultants for Utility Modifications/Relocations
- Assistance with CEQA Document Preparation
- Water Rights Documentation
- Project Coordination with District and DSOD

FINANCIAL CONSIDERATIONS:

Staff is requesting a budget amendment to the FY 2021-22 CIP Budget to add the project to the project list and provide initial funding of \$200,000 to complete the engineering, permitting, and application phase and to pay other project costs. The initial funding will be from the Capital R&R Sewer Fund 135 and the Copper Cove Sewer Expansion Fund 584. Additional funding sources will be needed for construction.

Attachments:

- 1) *Resolution 2021-___, FY 2021-22 CIP Budget Amendment and Approval of Contract with Wagner & Bonsignore*
- 2) *Proposal from Wagner & Bonsignore, Engineering Services for Pond 6 Enlargement*
- 3) *CIP 21-22 Water Amendment*
- 4) *CIP 21-22 Sewer Amendment*

RESOLUTION NO. 2021-

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

**APPROVING FY 2021-22 CIP BUDGET AMENDMENT AND PROFESSIONAL
SERVICES AGREEMENT FOR THE COPPER COVE WASTEWATER TREATMENT
PLANT, POND 6 EFFLUENT STORAGE RESERVOIR ENLARGEMENT PROJECT**

WHEREAS, for the Copper Cove Wastewater Treatment Plant (WWTP), the District intends to secure approval from the State Division of Safety of Dams (DSOD) to increase the capacity of the effluent storage reservoir, Pond 6, from 205 ac-ft to 440 ac-ft, and

WHEREAS, this project is critically important to continue to serve new connections in the Copper Cove sewer system because the treatment facility is approaching its permit limit of 0.23-mgd average dry weather flow (ADWF) and this limit can be increased to 0.35-mgd ADWF by adding the subject effluent storage, and

WHEREAS, during 2005 through 2011, plans were previously developed for the subject project and approved by DSOD, and staff advises that it is most efficient and cost effective to have the same engineer, David Lounsbury, with Wagner & Bonsignore update the prior plans and resubmit them and file a new application to DSOD for re-approval, and

WHEREAS, staff advises amending the current FY 2021-22 CIP budget to add the subject Pond 6 enlargement project and to provide a necessary level of funding to complete the design, permitting and application phase and pay other project costs.

BE IT RESOLVED, the CALAVERAS COUNTY WATER DISTRICT Board of Directors hereby approves amendment of the FY 2021-22 CIP Budget to include the Copper Cove Wastewater Treatment Plant, Pond 6 Effluent Storage Reservoir Enlargement Project with a budget of \$200,000 to be funded by the Capital R&R Sewer Fund 135 and Copper Cove Expansion Fund 584.

BE IT FURTHER RESOLVED, the Board of Directors hereby approves a contract with Wagner & Bonsignore for engineering and design services for the subject project and authorizes the General Manager to enter into a professional services agreement in accordance with the proposed scope of work and fee not to exceed \$120,000.

PASSED AND ADOPTED this 13th day of October, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Wagner & Bonsignore

Consulting Civil Engineers, A Corporation

Nicholas F. Bonsignore, P.E.
Robert C. Wagner, P.E.
Paula J. Whealen

Martin Berber, P.E.
Patrick W. Ervin, P.E.
David P. Lounsbury, P.E.
Vincent Maples, P.E.
Leah Orloff, Ph.D., P.E.
David H. Peterson, C.E.G., C.H.G.
Ryan E. Stolfus

September 14, 2021
(via email)

Mr. Charles Palmer
Calaveras County Water District
120 Toma Court
San Andreas, CA 95249

**Re: Proposal for Engineering Services
Copper Cove Pond 6 Dam Enlargement**

Dear Mr. Palmer:

Pursuant to your email request and our subsequent conversations, we understand that the District desires to reauthorize the approval granted by the California Division of Safety of Dams (DSOD) in 2007 for the enlargement of Copper Cove Pond 6 Dam, with construction proposed in about 2023. The following presents our scope of work and budget for obtaining DSOD re-approval of the Copper Cove Pond 6 Dam Enlargement Project (Project).

Background

The Project was approved for construction by DSOD on March 29, 2007. The Project was designed by David Lounsbury, P.E. while employed by the firm James C. Hanson Consulting Civil Engineer (Hanson). The enlargement project was not immediately constructed due to various reasons by the District. Subsequently, James Hanson retired and clients and employees of the Hanson firm were acquired by Wagner & Bonsignore Consulting Civil Engineers where Mr. Lounsbury provided limited assistance to the District for the continuance of DSOD's authorization of the Project. The latest Project approval received from DSOD authorized an extension of time to commence construction to July 2013. There were no subsequent extension requests submitted and approval of the Project has been canceled by DSOD.

Scope of Work and Budget:

Due to uncertainties of DSOD requirements for re-approval of the Project, we propose to complete the DSOD approval process in two phases. Phase 1 will entail resubmitting the previously approved Project documents to DSOD with limited edits or modifications. Phase 2 will entail actions that, at this time, are known to be required but with insufficient information to provide a detailed scope and fee estimate. The proposed work under each phase is discussed below.

Phase 1

Phase 1 work includes the preparation of this Project proposal/scope of work and project coordination; formatting and minor textual updates to the previously approved construction drawings and specifications; update of Engineer's Opinion of Probable Cost for determination of DSOD application fee and coordination with District for submittal of application fee (application fee is not included in the proposed budget); and preparation of final documents and submittal to DSOD for approval of the Project.

Budget for Phase 1

We propose to complete the above discussed tasks in accordance with the budget amount as follows:

<u>Item</u>	<u>Description</u>	<u>Budget Amount</u>
1	Preparation of Proposal, Scope of Work and Project Coordination	\$ 6,000
2	Update Drawings and Specifications	5,000
3	Update of Opinion of Probable Cost	5,000
4	<u>DSOD Submittal</u>	<u>4,000</u>
	Total	\$20,000

Phase 2

As mentioned above, DSOD may require updates to previously prepared information and/or request new/additional technical information after its initial review of the updated Project documents. In consideration of these unknowns we are providing a suggested budget allowance for possible required tasks, which we presume the District's Project Manager can approve on as-needed basis as/when requirements are established.

The Phase 2 work may include some or all of the following tasks:

- Alternate or new borrow site investigations:

We understand that the currently proposed borrow site may not be available and an alternate site may have to be identified and evaluated. The alternate borrow locations that have been initially proposed include grading for a new road on the wastewater treatment plant property, or on an adjacent property. The scope and effort required for the identification and evaluation of borrow materials is unknown as it is dependent on the number factors that would vary from site to site.

The new/alternative borrow site will need to be reviewed by a geotechnical engineer. The approved 2007 Project design and borrow source evaluations were based on geologic and geotechnical opinions and recommendation provided by Mr. Rick Sowers, P.E., C.E.G., of Blackburn Consulting Inc (Blackburn). Mr. Sowers has retired and is unavailable to be re-engaged for this Project. To complete the proposed new/alternate borrow source

reevaluations we propose that Mr. Kevin Tillis, G.E., Hultgren-Tillis Engineers (HTE) be engaged to complete this work. A preliminary proposal from HTE to evaluate a potential borrow site is enclosed with this letter as ATTACHMENT B. The proposal scope may be modified when more information is known about the proposed new/alternate borrow site. We assume HTE will contract directly with the District, however, HTE's scope and fee estimate is included within the proposed Phase 2 budget amount (discussed below). If the District requires that HTE sub-contract through our firm, a 15% administrative fee will be applied.

- Updates to geotechnical information:

The approved 2007 Project design was based on geologic and geotechnical opinions and recommendation provided by Blackburn in 2006. Considering that the geotechnical information is now 15+ years old and numerous geologic events have occurred in California since that time, it is possible that DSOD may request updates and/or reevaluations of some geotechnical aspects of the Project. Since Mr. Sowers has retired and is unavailable for this Project, we propose that HTE be engaged to also review the geotechnical design aspects of the Project. The full scope and effort required for these evaluations is unknown at this time. The preliminary proposal from HTE, enclosed with this letter as ATTACHMENT B, includes some scope and fee allowance to assist in providing limited responses to DSOD inquiries. When the scope of any additional geotechnical evaluations is known, a proposal or proposal amendment from HTE will be prepared for approval by the District's Project Manager.

- Reservoir hydrology and spillway hydraulic analyses:

Numerous hydrologic and spillway related events (i.e. Oroville Dam) have occurred in California since the Project was last reviewed by DSOD, and DSOD is in general looking at spillway facilities with a much higher level of interest than previous. Accordingly, preparation of updated hydrology and spillway performance information may be required.

- Utility modifications and coordination with Consultant:

We understand the District will be working with another Consultant for the design of modifications to existing utilities within or adjacent to the Project area. Utility modifications that are upon or within the dam are subject to DSOD review and approval. The scope and effort required for the coordination and integration of the utility modifications is unknown at this time.

- CEQA Document Preparation assistance:

A CEQA document is required for DSOD approval of the project. A CEQA document was previously prepared by the District, and DSOD utilized this document in its prior approval of the Project. It is unknown if DSOD will rely on the existing CEQA document or if the District, as the Lead Agency, will be required to prepare a new/amended CEQA document

to obtain DSOD approval. We are available to assist in the preparation of information for the new/amended CEQA document as requested by the District.

- Water right documentation:

Similar to the CEQA document, DSOD requires evidence of adequate water rights be submitted prior to project approval. The water right regulatory process has changed in the 15 years since the project was previously approved. It is uncertain if the prior evidence of water rights will be upheld in light of the current water rights regulatory “climate”. It is unknown if DSOD will require additional water right compliance information or how much additional effort will be required by us or the District to provide this information.

- Project Coordination with District and DSOD

Project coordination between the District and DSOD in regard to the above will required.

Budget for Phase 2

We suggest the District authorize a budget allowance of \$100,000 for the Phase 2 tasks that may be required as discussed above. The following provides an estimated breakdown of how the budget allowance may be expended. The actual allocation of budgeted funds shall be based on the scope of the required tasks as they become known and will be provided to the District’s Project Manager for approval when available.

<u>Item</u>	<u>Description</u>	<u>Budget Amount</u>
1	Coordination and Investigation of New or Alternate Borrow Site	\$10,000
	Hultgren-Tillis Engineers Proposal (under separate contract with HTE)	15,000
2	Update Geotechnical Information (portion under separate contract with HTE)	30,000
3	Update Hydrology and Spillway Information	12,000
4	Utility Modifications	10,000
5	CEQA Document Assistance	10,000
6	Water Right Documentation Assistance	10,000
7	<u>Project Coordination</u>	<u>3,000</u>
	Total	\$100,000

Summary of Scope and Budget for Approval

In consideration of the desire to submit the re-authorized Project to DSOD as quickly as possible, we suggest we be authorized to complete Phase 1 work, with a proposed budget of \$20,000, and also be authorized a budget allowance of \$100,000 for Phase 2 work that can be utilized as and when it is determined to be required. The total budget request is \$120,000.

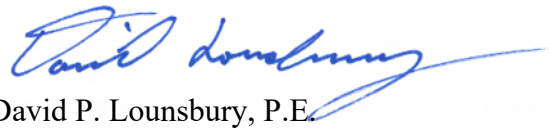
The budget presented above does not provide for any services beyond DSOD approval, or services in connection with land acquisition or permitting. Following DSOD approval we can provide a proposed scope of work and budget estimate for services during the construction of the Project.

Charles Palmer
September 14, 2021
Page 5

We propose to provide services on a time and expense basis in accordance with our standard agreement and fee schedule which is enclosed as **ATTACHMENT A**. We will, however, keep you advised of any circumstances which might result in costs exceeding the budgeted amount.

Very truly yours,

WAGNER & BONSIGNORE
CONSULTING CIVIL ENGINEERS



David P. Lounsbury, P.E.

Encl.
Cc:
Via: Email

AGREEMENT BETWEEN CLIENT and CONSULTANT

This Agreement is entered into in Sacramento, California, by and between:

CLIENT: Calaveras County Water District
Attn: Charles Palmer

CONSULTANT: Wagner & Bonsignore
Consulting Civil Engineers
A Corporation

Address: 120 Toma Court
San Andreas, CA 95249

Address: 2151 River Plaza Drive
Suite 100
Sacramento, CA 95833-4133

Phone: (209) 754-3543

Phone: (916) 441-6850

FAX: (209) 754-0270

FAX: (916) 779-3120

Email: CharlesP@ccwd.org

Email: nbonsignore@wbecorp.com

CLIENT and CONSULTANT AGREE AS FOLLOWS (hereinafter called the "Agreement"):

A. Client intends to:

Reauthorize the approval granted by the California Division of Safety of Dams (DSOD) for the enlargement of Copper Cove Pond 6 Dam.

hereinafter called the "Project."

B. Consultant agrees to perform the following scope of work with respect to the Project:

See Consultant's letter dated September 14, 2021, attached hereto and made a part hereof.

hereinafter called the "Services."

C. Client agrees to compensate Consultant for such Services as follows:

See Consultant's letter dated September 14, 2021, attached hereto and made a part hereof.

D. This Agreement is subject to Provisions 1 through 27 contained herein, and the terms and conditions contained in exhibits attached hereto and made a part hereof.

AGREEMENT

Client and Consultant agree that the following provisions shall be part of their Agreement:

1. (a) Client agrees to compensate Consultant for the Services in accordance with Consultant's standard fee schedule, (attached) hereto as Exhibit "A." Consultant will submit monthly invoices which are due and payable within 30 days of the date of each such invoice. Client acknowledges that if the Project and/or Services are suspended and restarted, there may be additional charges due to suspension of the Project and/or Services, which shall be paid for by Client as extra Services.

(b) Consultant shall perform the Services in accordance with prevailing professional standards and ethics and in compliance with valid and applicable government laws, rules and regulations. The Services will be performed on behalf of, and solely for the exclusive use of, Client and for no others except where federal, state or local law mandates oversight by a federal, state or local agency.
2. Consultant shall work at the discretion of Client and shall cease all work at Client's direction. Client agrees to compensate Consultant for all costs and fees for the Services incurred up to the time Consultant is directed to cease work.
3. Client and Consultant may amend the Services to be provided only by a written Change Order executed by both parties. All Services authorized by a written Change Order shall be subject to all of the terms and conditions of this Agreement except as set forth in the Change Order. Consultant shall not perform any item of work outside the scope of the Services without a written Change Order.
4. Client hereby acknowledges and agrees that all original papers, documents, designs, plans, specifications, drawings and other work product of Consultant (collectively, the "Documents"), and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. Such Documents shall not be used by Consultant for any purposes other than what is set forth in this Agreement without the prior written consent of Client. Client has the right to use the Documents for any and all purposes deemed appropriate by the Client. Consultant shall be deemed the author of all Documents and shall retain all common law, statutory, and other reserved rights including, but not limited to, the copyright. Upon request and payment of the costs involved, Client is entitled to a copy of all Documents, provided Client's account is paid current; provided, however, that the payment of any such costs shall not give Client any ownership or proprietary rights in the Documents.
5. Consultant shall only act as an advisor to the Client in all governmental relations.
6. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
7. Consultant is providing services under the following engineering licenses:

Nicholas F. Bonsignore, California C39422
Robert C. Wagner, California C52903
8. This Agreement may be terminated at any time by either party upon verbal notice, followed by written notice delivered by overnight mail or other overnight delivery service or email within 72 hours of verbal notice.
9. Severability: The Client and Consultant have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. The waiver by either party of any term, condition, covenant in the Agreement, or any breach thereof, shall not constitute the waiver of any other term, condition or covenant or breach thereof.
10. Information Provided by Others: Consultant shall indicate to the Client the information required to render the Services hereunder. Client shall provide such information to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness thereof. Consultant shall not be responsible for the accuracy, completeness and

sufficiency of such information. Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant and its sub-consultants harmless from any claim, liability or cost including reasonable attorneys' fees and costs of defense for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by Client to Consultant.

11. Changed conditions: Consultant has the right to call for renegotiation of this Agreement in the event of occurrences or discoveries that were not originally contemplated by or known to Consultant. Each party has the duty to inform the other party of any changed conditions of which such party has become aware. Each party shall identify the changed conditions necessitating renegotiation, and Consultant and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

12. Right to Retain Sub-Consultants: Consultant may use the services of sub-consultants when, in Consultant's sole opinion, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants and testing laboratories. Consultant's use of sub-consultants for additional Services shall not be unreasonably restricted by Client provided Consultant notifies the Client in advance.

13. Public Responsibility: Should Client be advised by Consultant as to the presence of a risk to public health and safety or the noncompliance with applicable codes, standards, regulations or ordinances, and should Client then decide to disregard Consultant's recommendations with respect to these items, Client then agrees Consultant has the right to employ its best judgment in deciding whether or not to notify public officials or take other appropriate action. Consultant shall not take such action without at least five (5) business days prior written notice to Client. Client agrees Consultant should not be held liable in any respect for reporting or failing to report said conditions. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any claim, liability or cost including reasonable attorneys' fees and costs of defense for injury or loss arising or allegedly arising from Consultant's notifying or failure to notify public officials.

14. Consultant's opinions of probable construction cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over third parties methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable construction cost prepared by Consultant.

15. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for the convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant shall endeavor to make sure that electronic media format is identical to hard copies but assumes no liability for any differences between the printed copies and the electronic media format.

16. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant and Consultant's officers, directors, partners, employees, and sub-consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement or the Project.

17. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client and Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and sub-consultants with respect to this Agreement or the Project.

18. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor Agreement, or rise in the cost of living, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining compensation.

19. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals and permits and to apply for any extensions thereof.
20. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half (1½%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
21. (a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c) below, if any dispute or controversy arises out of this Agreement and if the dispute or controversy cannot be settled within thirty (30) days by discussions between Client and Consultant, both Client and Consultant agree to submit the matter to JAMS (formerly known as Judicial Arbitration & Mediation Services) for mediation. The parties shall each pay an equal share of the costs of mediation. If resolution is not achieved through mediation, then it shall be submitted to JAMS for final and binding arbitration in accordance with JAMS' Rules and Procedures in effect at the time of submission. To the extent allowed by law, Consultant's liability under any arbitration proceeding shall be limited to the total compensation received by Consultant under this Agreement. Any mediation or arbitration proceedings shall be held within the boundaries of Sacramento County, unless Consultant and Client mutually agree to an alternative location.
- (b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the Small Claims Court.
- (c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.
- (d) The prevailing party in any arbitration, Small Claims action or complaint to enforce a mechanic's lien shall be entitled to recover all of its reasonable costs, losses, and damages including, but not limited to, all fees and expenses of engineers, architects, attorneys, and other professionals, and all arbitration and mediation costs.
22. Client represents and warrants that it has the power and authority to enter into this Agreement on behalf of itself and Client and to bind Client to this Agreement and that the individual(s) signing on behalf of Client has the power and authority to do so. Consultant represents and warrants that it has the power and authority to enter into and perform this Agreement and that the individual(s) signing on behalf of Consultant has the power and authority to do so.
23. This Agreement contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all prior agreements, both oral and written. This Agreement can only be modified or changed by a writing that is signed by all parties.
24. Consultant is an independent contractor, not an agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors.
25. This Agreement shall be binding upon and inure to the benefit of the parties, their affiliates and any party controlling, controlled by or under common control with, the parties and the parties' respective principals, agents, directors, officers, employees, partners, attorneys, successors, predecessors, parent corporations, subsidiaries, distributors, licensees and assigns.
26. The parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of California.
27. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single, integrated instrument. A faxed, photocopied or digitally scanned copy of a signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above.

**Wagner & Bonsignore, Consulting
Civil Engineers, A Corporation**

By: _____

By: _____
Nicholas F. Bonsignore, P.E.

Title: _____

Title: Principal _____

Date Signed: _____

Date Signed: _____

Exhibit "A"

Consultant's Standard Fee Schedule

Wagner & Bonsignore

Consulting Civil Engineers, A Corporation

Nicholas F. Bonsignore, P.E.
Robert C. Wagner, P.E.
Paula J. Whealen

David H. Peterson, CEG, CHG
David P. Lounsbury, P.E.
Vincent Maples, P.E.
Patrick W. Ervin, P.E.
Martin Berber, P.E.
Ryan E. Stolfus

James C. Hanson, P.E.
Henry S. Matsunaga

SCHEDULE OF FEES

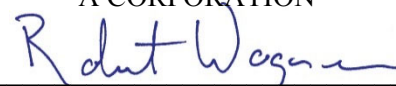
EFFECTIVE JANUARY 1, 2020

1. Personal Services of Principals & Supporting Services
 - a) Principals including Registered Civil Engineers and Water Right Analyst billed on an hourly rate in accordance with the Schedule of Fees attached hereto; for public hearings and court appearances requiring qualifications and services as expert witness and for assistance to attorneys during course of such hearings and depositions, to be billed at 1.5 times the regular hourly rate, plus transportation and subsistence expenses set forth under (2); Eight hour minimum to be billed for depositions, court appearances and administrative hearings.
 - b) Registered Civil Engineers, Sub-professional Engineers, Specialists, Technicians and Drafters billed on an hourly rate in accordance with the Schedule of Fees attached hereto, plus transportation and subsistence expenses set forth under (2);
 - c) Special engineering, geotechnical services, testing, surveying and other similar services employed specifically for performance of work at direct invoice cost plus 15 percent.
 - d) Overtime - Sub-professional and technical support including clerical and field technicians: Overtime at 1.3 times Schedule Of Fees; Double Time at 1.5 times Schedule Of Fees.
2. Reimbursable Expenses
 - a) Transportation, direct out-of-pocket expense for public transportation, 75¢ per mile for field vehicles and private auto.
 - b) Subsistence, direct out-of-pocket expense.

The foregoing compensation will include compensation for all general office secretarial services, supplies and overhead including office space required for performance of personal and supporting engineering services. Invoices for Personal and Supporting Services and Reimbursable Expenses will be submitted on a calendar month basis and are due and payable upon receipt.

All work performed will be considered as personal professional engineering and supporting services and will be performed and furnished as an independent contractor.

WAGNER & BONSIGNORE
CONSULTING CIVIL ENGINEERS
A CORPORATION



Robert C. Wagner, President

2151 River Plaza Drive • Suite 100 • Sacramento, CA 95833-4133
Ph: 916-441-6850 or 916-448-2821 • Fax: 916-779-3120

SCHEDULE OF FEES

EFFECTIVE JANUARY 1, 2020

Principal Engineer Water Right Analyst	\$225 - \$275/hr.
Scientist Geology Hydrology Geoscience	\$150 - \$215/hr.
Water Resources Program Manager	\$150 - \$195/hr.
Project Engineer – Registered	\$140 - \$250/hr.
Staff Engineer	\$105 - \$140/hr.
Water Resources Assistant	\$95 - \$135/hr.
Senior Technician	\$95 - \$155/hr.
CAD Design/Graphics	\$95 - \$135/hr.
Engineering Assistant	\$85 - \$95/hr.
Clerical	\$75 - \$95/hr.

Hultgren-Tillis Engineers

September 2, 2021
File No. 1827P

Wagner & Bonsignore
c/o Calaveras County Water District
120 Toma Court
San Andreas, California 95249

Attention: Mr. Charles Palmer

Proposal
Geotechnical Engineering Services
Borrow Site Investigation and Review Plans and Specifications
Copper Cove Pond 6 Dam Enlargement
Copperopolis, California

Dear Mr. Palmer:

INTRODUCTION

This letter presents our proposal to provide geotechnical engineering services to perform a borrow site investigation and review plans and specifications for the Copper Cove Pond 6 Dam Enlargement project for Calaveras County Water District (CCWD) in Copperopolis, California. The Copper Cove Pond 6 Dam Enlargement consists of raising the existing dam to increase the capacity of the reservoir. The project was originally approved by the Division of Safety of Dams (DSOD) in 2007. The project was not constructed and we understand that DSOD needs to reapprove the project. Additionally, the original borrow source is no longer available and a new borrow source needs to be identified and evaluated for suitability for dam fill.

We understand that CCWD anticipates that no significant changes to the original design will be needed for reapproval.

SCOPE OF SERVICES

We have broken our scope of services down into two tasks as described below:

Task 1: Borrow Site Investigation

We will excavate up to eight test pits with a backhoe at the site chosen by CCWD to evaluate near surface conditions of the borrow site for use as dam fill. We have budgeted one day for test pit exploration. We understand that CCWD may be able to provide a backhoe to excavate the test pits. We have provided an optional cost if we are asked to provide the backhoe.

Before exploration, we will contact Underground Service Alert (USA) to have their member firms locate utilities. The test pits could encounter utilities or other buried structures not marked through USA. The cost to repair damage to utilities or other underground facilities is not part of our scope of services or fee estimate. The cost to repair damage will be an additional fee.

Our field engineer or geologist will log the test pits and obtain soil samples for further visual classification and laboratory testing. Spoils generated from the test pits will be placed back in the excavation and tamped with the backhoe bucket. The test pits will not be systematically compacted. Selected soil samples will be submitted for laboratory testing. The laboratory

testing program will include moisture content, sieve analysis, Atterberg limits, compaction, and remolded consolidated-undrained triaxial (TxCU) compression strength tests.

We will use the data to develop conclusions on the suitability of the borrow material for dam construction. The results of our investigation will be summarized and submitted in a report along with a site plan, test pit logs, and results of laboratory testing.

Task 2: Plan and Specification Review

We will review project plans and specifications for conformance with the original geotechnical engineering report. We will assist Wagner & Bonsignore with comments from DSOD, as needed.

FEE ESTIMATE/SCHEDULE

We propose to provide the above described scope of services on a time-and-expense basis in accordance with the attached Service Agreement, Schedule of Charges (ver. 20-1) and General Conditions. This proposal shall be **Attachment A** to the Service Agreement. We estimate that our fee for Task 1 will not exceed will not exceed \$17,500 assuming that CCWD provides the backhoe. If we provide the backhoe, our fee for Task 1 will be increased by \$3,000 to \$20,500. We estimate that our fee for Task 2 will not exceed \$5,000. We will not exceed these amounts without authorization from you.

Our current scope and fee estimate for this proposal does not include geotechnical observation and testing services during construction. Providing observation and testing services during construction is important to allow us to confirm our assumptions regarding subsurface conditions and to check construction activities for conformance with our recommendations. We can provide a proposal for these activities at your request.

We estimate we can complete the field investigation within two to three weeks following receipt of authorization to proceed. Our report can be completed within three to four weeks following completion of exploration.

We appreciate the opportunity to work with you on this project. If you agree with the above scope of services and fee estimate, please sign and return the Service Agreement as our authorization to proceed. If you have any questions, please call.

Sincerely,

Hultgren - Tillis Engineers



Joseph C. Heavin
Geotechnical Engineer – 3083



R. Kevin Tillis
Geotechnical Engineer – 2160

JCH:RKT:lm:la

Enclosures: Service Agreement, Schedule of Charges (ver. 20-1) and General Conditions

Filename: 1827P01

Hultgren - Tillis Engineers
Service Agreement

PARTIES

This Agreement is made this 2nd day of September, 2021 between Calaveras County Water District ("Client"), a _____, and Hultgren - Tillis Engineers ("Consultant"), a California corporation, whose federal EIN is 68-0311878.

SCOPE OF SERVICES

The scope of the services ("Services") and estimated time and schedule are described in the document titled Proposal, Geotechnical Engineering Services, Borrow Site Investigation and Review Plans and Specifications, Copper Cove Pond 6 Dam Enlargement, Copperopolis, California dated September 2, 2021, which is incorporated into this Agreement as **Attachment A**.

PROJECT

Client retains Consultant to provide Services in connection with Geotechnical Engineering Services, Borrow Site Investigation and Review Plans and Specifications, Copper Cove Pond 6 Dam Enlargement, Copperopolis, California ("Project").

FEE

Client shall pay Consultant per Attachment A (the "Fee") as compensation for Services performed. The method of charging for Services shall be on a time and expense basis according to the Schedule of Charges attached hereto and incorporated into this Agreement as **Attachment B** (ver. 20-1). Where the Fee is "not to exceed" a specified sum, Consultant shall notify Client before such sum is exceeded and shall not exceed such sum unless Client authorizes an increase in the Fee in writing.

GENERAL CONDITIONS

Services shall be performed in accordance with and subject to Consultant's General Conditions which are incorporated into this Agreement as **Attachment C** (ver. 97-1).

ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiation, proposals or oral agreements are intended to be integrated herein and to be superseded by this Agreement. In case of any conflict or inconsistency between provisions in the body of this Agreement and provisions in any contract document incorporated herein by reference, the provisions of Consultant's General Conditions, **Attachment C**, shall control. Any modification to this Agreement shall be in writing and signed by authorized representatives of the parties.

IMPORTANT - The parties have read the foregoing, understand completely the terms, including risk allocation in paragraph 2 of the General Conditions, and willingly enter into this Agreement effective the date indicated above.

Hultgren - Tillis Engineers

Client: Calaveras County Water District

By: R. Kevin Tillis

By: _____

Name (Print): R. Kevin Tillis

Name (Print): _____

Title: President

Title: _____

Date: September 2, 2021

Date: _____

Professional Services

Staff.....	\$150.00 / hour
Project.....	\$175.00 / hour
Senior.....	\$195.00 / hour
Associate	\$210.00 / hour
Principal	\$250.00 / hour
Senior Principal.....	\$280.00 / hour

Technical Support Services

Word Processing.....	\$105.00 / hour
Technician.....	\$115.00 / hour
Engineering Technician	\$135.00 / hour
Engineering Technician with Truck and Field Testing Equipment.....	\$155.00 / hour

Equipment

Trucks and Field Vehicles.....	\$20.00 / hour
Automobiles	Federal Rate
Field Monitoring Instruments	Separate Schedule

Laboratory Testing..... Separate Schedule

Outside Services

Special consultants, subcontractors, rental of non-owned equipment, and other non-labor costs including outside printing, travel costs and subsistence will be charged at cost plus fifteen percent.

Contract Labor

On occasion, Professional and Technical Support labor are retained on a temporary basis to meet technical or schedule requirements of projects. Such contract labor will be charged at regular Schedule of Charges rates.

Overtime

Technical Support Services overtime will be charged at thirty percent and double time will be charged at sixty percent above the Schedule of Charges rates.

Litigation Support

Expert testimony in depositions, hearings, mediations or trials will be charged at \$3,000 per day or portion thereof.

Terms

This Schedule of Charges shall be part of a written agreement. If Client verbally requests Hultgren - Tillis Engineers to proceed prior to executing a contract, such services shall be understood to be performed in accordance with Hultgren - Tillis Engineers' attached General Conditions.

1. Standard of Care

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made and that site conditions may change with time. Data, interpretations, and recommendations by Hultgren - Tillis Engineers (Consultant) will be based solely on information available to Consultant. Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by Consultant under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

2. Risk Allocation

A. Limitation of Liability - The liability of Consultant, its agents, employees and subcontractors, for Client's claims of loss, injury, death or damage, including, without limitation, all attorneys' fees and experts' fees, and Client's claims of contribution and indemnification with respect to third-party claims, shall not exceed, in the aggregate:

- (1) The total sum of fifty thousand dollars* (\$50,000), for claims or liability arising out of:
 - (a) any environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic, irritant, pollutant, or waste gasses, liquids, or solid materials; or
 - (b) professional negligence, including without limitation errors, omissions or other professional acts, negligent misrepresentations, breach of express and/or implied warranties, and unintentional breach of contract; or

* The limit of fifty thousand dollars (\$50,000) for purposes of subparts (1)(a) and (b), above, may be increased up to a limit of one million dollars (\$1,000,000) upon receipt of Client's written request at or before the time of entering into this Agreement and upon payment by Client, as an additional fee, 1% of any increase in the limit.

- (2) The total sum of one million dollars (\$1,000,000) for injury, loss or damage caused by negligence, or other causes for which Consultant is legally liable, other than as described in categories 1(a) and (b) above.

B. Waiver of Consequential Damages - Client and Consultant agree to waive any claim against each other for consequential damages and/or punitive damages.

C. Indemnification - Consultant shall indemnify and hold harmless Client from and against any damages arising directly and solely from the negligent acts, errors or omissions of Consultant in performance of this Agreement up to the limits stated above.

D. Business Understandings - Limitations of liability and indemnities in this Agreement are business understandings between the parties, voluntarily and knowingly entered into, and shall apply whether such claim grounds in negligence, breach of contract, strict liability or other legal theory. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant. Parties means Client and Consultant and their officers, employees, agents, affiliates, and subcontractors.

3. Billing and Payment

Consultant shall periodically invoice Client for the Services performed under this Agreement. Invoices shall include the name of the project, a description of services provided, the period of the services, Consultant's project number, Client's control number (if supplied by Client) and other reasonable data specifically requested by Client. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are due on presentation and are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is

lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Consultant per Consultant's current fee schedules. In the event Client fails to pay Consultant within sixty (60) days after invoices are rendered, Client agrees that Consultant will have the right to consider the failure to pay the Consultant's invoice as a breach of this Agreement.

4. Independent Contractor Status

Consultant is a California Corporation and shall act as an independent contractor and not as an agent or employee of Client.

5. Insurance

Consultant shall maintain during the performance of the Services insurance policies for (a) Comprehensive General Liability, (b) Professional Liability and (c) non-owned and hired Automobile Liability coverages in policy amounts in aggregate of \$1,000,000; and (d) statutory Workers' Compensation/Employers Liability coverage.

6. Site Access

Client will grant or obtain free access to the site for all equipment and personnel necessary for Consultant to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted free access to the site. Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

7. Subterranean Structures and Discovery of Unanticipated Hazardous or Unsafe Conditions

Client is responsible for accurately delineating the locations of all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures. Client has fully informed Consultant of the type, quantity, and

location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which may affect the Project which Client knows to exist. If Client hereafter becomes aware of any such information, Client shall immediately inform Consultant. Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client waives any claim against Consultant, and agrees to indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from (1) damage done to subterranean structures and utilities not identified or accurately located, and (2) Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant in defense of any such claim, with such compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

8. Reporting and Disposal Requirements

Client shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the Project Site(s), or discovered during the performance of this Agreement. Client shall be and remain the owner of such hazardous or toxic substances and materials; and Client shall further be responsible for making and paying for all necessary arrangements to lawfully store, treat, recycle, dispose or otherwise handle hazardous or toxic substances or wastes, including, but not limited to, samples and cuttings to be handled in connection with the Project. Consultant may, in its sole discretion, agree to make such arrangements on behalf of Client, as Client's agent, upon written request from Client.

9. Disposal of Samples

Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Consultant agrees to retain such samples for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it

is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Consultant's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

Due to the risks to which Consultant is exposed, Client agrees to waive any claim against Consultant, and to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising from Consultant's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant in defense of any such claim, with such compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

10. Changed Conditions

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by Consultant at the commencement of this Agreement, and which materially affect Consultant's ability to perform the Services or which would materially increase the costs to Consultant of performing the Services, then Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Termination, below.

11. Subcontractors

Consultant may subcontract for the services of others without obtaining Client's consent where Consultant deems it necessary or desirable to have others perform certain Services. If Consultant deems it necessary or desirable to obtain Client's advance concurrence with any proposed subcontractor, Consultant may make a written request to Client to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and Client shall either grant

or deny such concurrence within a reasonable time after receipt of such a request.

12. Services During Construction

If Consultant is retained by Client to provide a site representative for the propose of monitoring specific portions of construction work or other field activities as set forth in the Scope of Services, then this phrase applies. For the specified assignment, Consultant will report observations and professional opinions to Client. No action of Consultant or Consultant's site representative can be construed as altering any Agreement between Client and others. Consultant will report to Client Consultant's observations of geotechnically related work which, in Consultant's professional opinion, does not conform with plans and specifications. Consultant has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for Client. Furthermore, Consultant's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by Client to provide field or construction-related services. Consultant will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client, or safety precautions and programs incident thereto.

13. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party, except as provided in this Agreement. No third party shall be considered a third party beneficiary of this agreement, it being intended for only Client and Consultant to be beneficiaries thereof.

14. Delays

In the event that Consultant's field or technical work is interrupted due to causes beyond its control, Consultant shall be compensated for the labor, equipment and other costs Consultant incurs in order to maintain its workforce for Client's benefit during the interruption or, at Client's option, the various costs Consultant incurs for demobilization and subsequent remobilization. Compensation to Consultant shall be based upon Consultant's prevailing fee schedule and expense reimbursement

policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, or unanticipated site conditions. Should such acts occur, Client and Consultant shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

15. Termination

Client may terminate this Agreement at any time upon thirty (30) days written notice. Either Client or Consultant may terminate this Agreement in the event of a material breach which remains uncured ten (10) days after receipt of written notice by the other party. In the event of termination, Client shall pay Consultant for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the cost of completing analyses, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts. The obligations of the parties to indemnify, and the limitations on liability established, under this Agreement shall survive the expiration or termination of this Agreement.

16. Ownership of Instruments of Service

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Consultant shall retain these records for a period of two (2) years following submission of its report, during which period they will be made available to Client at all reasonable times. If Client wishes Consultant to retain documents for a longer period of time, Client shall so specify in advance, in

writing, and shall pay in a timely manner all charges agreed to for Consultant's maintenance of such documents beyond the time period otherwise prevailing.

17. Disputes Resolution and Attorney's Fees

All claims, disputes, and to the matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent Consultant and Client have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedure is set forth in this Agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If either party becomes involved in a dispute arising out of this Agreement or the performance thereof and that dispute requires litigation instead of ADR, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

18. Governing Law

Unless otherwise provided in an addendum, the law of the State of California will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement. Venue for any dispute under this Agreement shall be in Contra Costa County, California.

19. Notices

Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified in this Agreement.

Schedule of Cash Flow - Water Projects
FY 2021-22 thru FY 2023-2024

Project No	Water Projects Project Description	Available Project	Cash Flow			Funding FY 21-22					
			FY 21-22	FY 22-23	FY 23-24	Expansion Funds	Reserves	Capital R & R	Grants	Debt Service	AD / Other Outside
11096	AMR/AMI Radio Read Meter Program* USDA Loan	4,742,570	5,000,000	-	-	-	-	250,000	-	384,775	-
11108	Big Trees Pump Stations 1, 4 & 5 Replacement	1,499,893	-	500,000	1,000,000	-	-	-	-	-	-
11083C	Copper Cove Tank B / Clearwell (11079/11080)	1,159,804	500,000	671,000	-	250,000	-	250,000	-	-	-
11111	Copper Cove Tank B Pump Station Renovation	1,264,893	-	400,000	550,000	-	-	-	-	-	-
11122	Copper Cove Zone B-C Trans Pipeline & Pump Stations	9,000,000	-	-	-	-	-	-	-	-	-
11101	District Corp Yard	1,121,391	400,000	721,391	-	-	400,000	-	-	-	-
11115	Ebbetts Pass Larkspur Pump Station Rehab / Electrical	750,000	-	500,000	250,000	-	-	-	-	-	-
11099	Ebbetts Pass Meadowmont Pump Station / Rehab.	204,121	100,000	104,121	-	-	-	100,000	-	-	-
11116	Ebbetts Pass Pinebrook Tank Rehabilitation	400,000	-	-	-	-	-	-	-	-	-
11095	Ebbetts Pass Redwood Tanks HMGP	3,307,527	1,500,000	1,397,227	-	-	-	375,000	1,125,000	-	-
11083S	Ebbetts Pass Sawmill Tank / Repair & Paint	1,799,345	-	-	-	-	-	-	-	-	-
11103	Hunters Raw Water Pumps (Hazard Mitigation)	2,071,548	210,000	500,000	500,000	-	-	52,500	157,500	-	-
11083J	Jenny Lind Clearwell #2 / Repair & Paint	199,471	-	199,471	-	-	-	-	-	-	-
11120	Jenny Lind Raw Water Intake Structure	4,000,000	-	-	-	-	-	-	-	-	-
11088	Jenny Lind Tank A-B Transmission Line	6,678,690	-	-	250,000	-	-	-	-	-	-
11121	Jenny Lind Tank C Replacement	1,000,000	-	-	-	-	-	-	-	-	-
11118	Jenny Lind Filters 3, 4 & 5 Rehab / Coating	658,487	450,000	-	-	-	-	-	-	-	-
11119	Jenny Lind Tanks A, B, E & F Rehab	2,000,000	-	-	500,000	-	-	-	-	-	-
11104	Lake Tulloch Submerged Water Line Crossing	6,250,000	-	500,000	1,000,000	-	-	-	-	-	-
11083L	Larkspur Tank / Replacement	576,522	-	450,000	126,522	-	-	-	-	-	-
various	Misc Road Repairs /Bear Creek CalOES	16,499	60,000	-	-	-	3,750	-	56,250	-	-
11110	Reeds Turnpike Pump Station Replacement	494,784	25,000	-	-	-	-	-	-	-	25,000
11127	Sheep Ranch Clearwell Rehab/ Repair and Paint	350,000	-	-	350,000	-	-	-	-	-	-
11126	Sheep Ranch Distribution System Replacement	6,000,000	200,000	-	-	-	-	-	-	-	200,000
11125	Sheep Ranch Water Plant Replacement	800,000	-	-	-	-	-	-	-	-	-
10029	Slurry Line Improvements	80,000	80,000	-	-	-	-	80,000	-	-	-
11100	Wallace SCADA System Improvements	64,763	-	-	-	-	-	-	-	-	-
11083W	Wallace Tanks / Repair & Paint	1,493,076	-	-	-	-	-	-	-	-	-
11123	West Point Acorn Pump Station & Trans Pipeline	2,010,000	-	-	-	-	-	-	-	-	-
11106	West Point Backup Water Filter / MAC IRWMP	2,194,922	1,200,000	994,922	-	400,000	-	550,000	250,000	-	-
11124	West Point Middle Fork Pump Station	1,610,000	-	-	-	-	-	-	-	-	-
11107	West Point SCADA Improvements	109,566	-	-	-	-	-	-	-	-	-
11112	White Pines Dam/Blanket Drain Rehab	35,918	35,918	-	-	-	-	35,918	-	-	-
TBDWP	WP Tule Removal/Spillway	100,000	100,000	-	-	-	-	100,000	-	-	-
TBDWPT	West Point Regulator Repair/Tule Removal	100,000	-	100,000	-	-	-	-	-	-	-
TBDEP	E.P. Hunters WTP Clearwell Rehab. & Coating	-	-	-	-	-	-	-	-	-	-
TBDCC	Copper Cove O'Byrnes Water Line Extension	110,000	110,000	-	-	110,000	-	-	-	-	-
Total Water Projects		\$ 64,253,790	\$ 9,970,918	\$ 7,038,132	\$ 4,526,522	\$ 760,000	\$ 403,750	\$ 1,793,418	\$ 1,588,750	\$ 384,775	\$ 225,000

Capital Improvement Program
Schedule of Cash Flow - Wastewater Projects
FY 2021-22 thru 2023-24

Project No	Wastewater Projects Project Description	Available Project	Cash Flow			Funding FY 21-22					
			FY 21-22	FY 22-23	FY 23-24	Expansion Funds	Reserves	Capital R & R	Grants	Debt Service	AD / Other Outside
15095	Arnold Secondary Clarifier & WWTP Improv.	3,417,172	550,000	1,500,000	1,367,172	137,500	-	412,500	-	-	-
15080	CC Lift Station 15 & 18 Rehab/Replacement	3,230,407	250,000	250,000	2,730,407	-	-	250,000	-	-	-
15076	CC Lift Station 6, 8 & Force Main Bypass	4,239,755	250,000	250,000	3,739,755	-	-	250,000	-	-	-
15094	CC Secondary, Tertiary & UV Improvements	14,970,625	150,000	250,000	250,000	125,000	-	125,000	-	-	-
15109	Collection System Rehab and I&I Mitigator	150,000	50,000	50,000	50,000	-	-	50,000	-	-	-
15103	Arnold Effluent Storage Tank Rehab	250,000	-	-	-	-	-	-	-	-	-
15101	La Contenta Spray Fields	989,350	-	380,000	-	-	-	-	-	-	-
15097	LC Biolac, Clarifier & UV Improvements	3,999,046	250,000	250,000	3,499,046	-	-	-	-	-	-
15104	Arnold Lift Station 2 & 3 Improvements	2,000,000	-	-	500,000	-	-	-	-	-	-
15108	Regional Biosolids/Sludge Handling	1,500,000	-	-	-	-	-	-	-	-	-
15110	Sequoia Woods Leach Field Rehab	150,000	-	-	-	-	-	-	-	-	-
15102	Arnold Tertiary Filter Rehab	250,000	-	-	-	-	-	-	-	-	-
15106	FM UV Disinfection System Replacement	300,000	300,000	-	-	-	-	300,000	-	-	-
15111	Vallecito WWTP System Improvements	130,000	130,000	-	-	-	-	130,000	-	-	-
15087	Wallace WW Electrical	25,000	25,000	-	-	-	-	25,000	-	-	-
15091	West Point / Wilseyville Consolidation Project	5,471,126	500,000	4,750,000	221,126	-	-	-	500,000	-	-
15087/10033	Wallace Renovation/SCADA/PLC & Electrical	164,207	150,000	-	-	-	-	-	-	-	150,000
TBDCCP6	Copper Cove Pond 6	TBD	200,000	-	-	-	-	200,000	-	-	-
TBDLCSF	La Contenta Sand Filter Rehab	-	50,000	50,000	-	-	-	50,000	-	-	-
TBDCCWWT1	CC WWTP Tertiary Filter	1,400,000	-	-	-	-	-	-	-	-	-
TBDCCLS	CC Lift Station Rehab - General	5,000,000	-	-	-	-	-	-	-	-	-
Total Wastewater Projects		\$ 47,636,688	\$ 2,855,000	\$ 7,730,000	\$ 12,357,506	\$ 262,500	\$ -	\$ 1,792,500	\$ 500,000	\$ -	\$ 150,000
TOTAL WATER AND WASTEWATER PROJECTS		\$ 111,890,478	\$ 12,825,918	\$ 14,768,132	\$ 16,884,028	\$ 1,022,500	\$ 403,750	\$ 3,585,918	\$ 2,088,750	\$ 384,775	\$ 375,000

Agenda Item

DATE: October 13, 2021

TO: Michael Minkler, General Manager

FROM: Damon Wyckoff, Director of Operations

SUBJECT: Recommendation to Sole-Source Purchase a WesTech Trident Filter TR-420-A for the West Point Water Supply Reliability Project (CIP 11106)

RECOMMENDED ACTION:

Motion: _____/_____ to adopt Resolution No. 2021-____ Approval for Sole Source Purchase of a WesTech Trident Filter TR-420-A for the West Point Water Supply Reliability Project (CIP 11106)

SUMMARY:

CCWD is working with its consultant, Peterson Brustad, Inc. (PBI) on the design and engineering services for the West Point Water Supply Reliability Project which will add a second filter to the Water Treatment Plant. PBI completed a preliminary design report/30% design submittal in which different treatment technologies (membrane filtration, pressure filtration, and upflow clarification) were assessed to determine which filter would be the best to incorporate into the operation at the West Point Water Treatment Plant. The assessment incorporated many parameters including efficiency, operability, and footprint (among others). Based on this assessment it was determined that adding a second Trident TR-420-A adsorption clarification filter would be the best course of action. The primary filter at the facility is a Trident TR-420. The addition of a second Trident makes the most sense to ensure effective facility operation and on-going protection of public health and safety.

There is only one manufacturer and vendor for Trident Filters. They are a packaged treatment system constructed by WesTech and sold by Misco. CCWD does not have the ability to place this particular portion of the West Point Water Supply Reliability Project out to bid to review the best proposal and best price from multiple Trident filter manufacturers and sales representatives. We must purchase the unit from Misco and exercise the sole source provision in the District's purchasing policy.

Staff would like to provide approval to PBI to move forward with facilitating the District's pre-purchase of the filter to ensure the project remains on track. This will allow PBI to effectively incorporate the pre-purchase of the filter in their schedule for design and bid

for construction. If the sole-source purchase is approved today and PBI orders the unit by October 10th, 2021, the filter's current schedule for arrival is September of 2022.

FINANCIAL CONSIDERATIONS:

The cost for the unit is \$425,000.00 not including tax with 10% of the payment required upon purchase order acceptance.

Attachments: WesTech Proposal No. 1930140
Resolution No. 2021-__ Approving the Sole-Source Purchase of a WesTech TR-420-A Water Filter Through MiscoWater as Part of the West Point Water Supply Reliability Project, CIP 11106

**PURCHASE AND SALE AGREEMENT
FOR
EQUIPMENT AND ASSOCIATED SERVICES
BETWEEN
CALAVERAS COUNTY WATER DISTRICT
AND
WESTECH ENGINEERING, LLC**

THIS PURCHASE AND SALE AGREEMENT is entered into this 20th day of October, 2021, by and between Calaveras County Water District (hereinafter "Buyer"), and WesTech Engineering, LLC (hereinafter "Supplier" or "Seller").

RECITALS:

WHEREAS, Supplier is in the business of selling water treatment equipment and providing associated services; and

WHEREAS, Buyer desires to purchase such equipment and associated services.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, under seal, as follows:

1. **Sale of Equipment.** Supplier hereby sells to Buyer and Buyer hereby purchases from Supplier the equipment and associated services described by the Scope of Work (**Exhibit A**) attached hereto and incorporated herein (hereinafter "Equipment"). Such Equipment shall be shipped to Project Site (as hereinafter defined in Paragraph 7), freight pre-paid and absorbed by Supplier.
2. **Purchase Agreement.** Purchase of Equipment shall be broken down to include the purchase order acceptance and contract execution, development and delivery of Equipment Submittal Drawing Package to the Buyer, the manufacture and delivery of the Equipment to the Project Site, and equipment start-up and testing.
3. **Purchase Price.** Buyer shall pay the Supplier for the Equipment and for all obligations specified herein, as full and complete consideration therefore, the sum of four hundred twenty-three thousand and six-hundred and six dollars (\$423,616) (hereinafter "Purchase Price"). The Purchase Price is considered the total payment for all of the Equipment (including associated services) furnished by Supplier under this Agreement. The Purchase Price is the sum of the total payments outlined in Paragraph 4.

If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of the Supplier, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date

to the date of Approved Submittal Drawings greater than 2.5% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to WesTech that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources. Carbon material escalation will be based on the US Midwest Domestic Index, current flats and longs indexes, in effect at the time of bid. Carbon material equates to 19% of the overall cost of the scope of supply. Stainless material escalation will be based the Argus Metals Stainless Steel ex works US base price plus surcharge for flat and bar (per design specified alloy), in effect at the time of bid. Stainless material equates to 4% of the overall cost of the scope of supply.

4. **Payment.** Payments shall be submitted to the Supplier in accordance with the Payment Schedule detailed below. This Paragraph shall govern payment terms and supersedes Exhibit A – Paragraph 3 Payment Terms.

A. Ten Percent (10%) of the total Agreement price (no retention withheld) shall be made within thirty (30) Calendar Days of the Purchase Order Acceptance and Contract Execution (as defined in **Exhibit A**).

B. Fifteen Percent (15%) of the total Agreement price (no retention withheld) shall be made within thirty (30) Calendar Days of the Receipt of Approved Submittal Drawing Package.

1. Submittal Drawing Package shall be delivered by the Supplier to the Buyer within seventy (98) calendar days from receipt of fully executed Agreement. Supplier recognizes that time is of the essence and that Buyer will suffer financial and other losses if Milestones are not achieved within the time specified and agrees to pay Buyer \$1500 in liquidated damages for each calendar day that expires after the time specified.

C. Thirty Percent (30%) of the total Agreement price shall be made within thirty (30) Calendar Days of the Buyer's acceptance of Submittal Drawing Package.

1. Buyer shall complete review of Submittal Drawing Package within fourteen (14) calendar days of receipt.

D. Thirty-Five Percent (35%) of the total Agreement price within thirty (30) Calendar Days after Supplier's Notification of Ready to Ship (partial deliveries allowed).

1. Equipment shall be delivered to the Buyer within one-hundred and fifty-four (168) calendar days from Acceptance of the Submittal Drawing Package.

E. Final Ten Percent (10%) of the total Agreement price shall be made upon completion of erection, startup, and Owner acceptance, not to exceed 180 calendar days from shipment.

All invoices submitted to Buyer by Supplier shall list the items of Equipment purchased thereunder in the same sequence used in Buyer's Purchase Order for such Equipment. Buyer's Purchase Order Number shall appear on all invoices submitted to Buyer hereunder.

5. **Taxes.** Supplier shall pay all sales, consumer, use, and other similar taxes required to be paid by Supplier in accordance with the Laws and Regulations of the place of the Project Site which are applicable to the performance of the subject Work and equipment purchase.

6. **Site Preparation.** Buyer shall be responsible for preparing a Project Site suitable for the delivery, installation and operation of the Equipment (hereinafter "Project Site").

7. **Project Site.** Equipment shall be delivered to Calaveras County Water District, West Point Water Treatment Plant, 481 Smitty Lane, West Point, CA 95255. Contact: Damon Wyckoff (209)754-3306.

8. **Buyer's Representative.** Engineer will be Buyer's representative throughout the duration of the Agreement. The duties and responsibilities and the limitations of authority of Engineer as Buyer's representative during construction are set forth in this Agreement.

9. **Submittal Drawings.** Supplier shall submit Submittal Drawing Package to Engineer for review and approval.

Data shown on the Submittal Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Supplier proposes to provide and to enable Engineer to review.

Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Agreement Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Agreement Documents.

Engineer's review and approval of a Submittal Drawing, or of a variation from the requirements of the Agreement Documents (unless the variation is per the request of the Owner and/or Buyer), shall not, under any circumstances, change the Purchase Price.

10. **Resubmittal Procedures.** Supplier shall make corrections required by Engineer and shall return corrected copies of Submittal Drawings. Supplier shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Supplier shall furnish two copies submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Submittal Drawing, and Supplier shall be responsible for Engineer's reasonable charges to Buyer for such time. Buyer may impose a set-off against payments due to Supplier to secure reimbursement for such charges.

If Supplier requests a change of a previously approved submittal item, Supplier shall be responsible for Engineer's reasonable charges to Buyer for its review time, and buyer may impose

a set-off against payments due to Supplier to secure reimbursement for such charges, unless the need for such change is beyond the control of Supplier.

11. **Delivery.** The Delivery of the Equipment shall be at no additional cost to the Buyer. The fees for Delivery are included in the total Agreement price. The Equipment shall be packaged appropriately, and all items delivered shall be clearly labeled with Buyer's Purchase Order Number. Buyer must be able to identify easily all items of the Equipment contained within each carton. Delivery of the Equipment in an undamaged condition to Buyer's Project Site shall constitute "Delivery" to Buyer. Risk of loss during transit shall remain with Supplier.

A packing slip indicating each item and item quantity shipped shall be provided by the Supplier to the Buyer for every shipment. The packing list shall be attached to the exterior of one of the containers in each shipment in a conspicuous manner.

The purchase order number must also appear on all packing slips, invoices and correspondence.

All items "not found" shall be noted and the anticipated availability of the items shall be indicated clearly on the packing list. No substitutions shall be made without prior authorization by Buyer.

12. **Equipment Unloading/Coordination.** At least two (2) weeks prior to the Equipment being ready to ship, the Supplier shall notify the Buyer and Buyer's Contractor of the tentative scheduled date of shipment from the factory and anticipated arrival date at the site. The Supplier shall again notify the Buyer and Buyer's Contractor within 24 hours of actual date the Equipment will be ready to ship. The Buyer's Contractor will have a thirty (30) day window from the notice of ready to ship to prepare for the acceptance of the shipment, during which the Supplier shall hold the Equipment until the Buyer's Contractor is ready to accept it. Unless other arrangements are made in advance with Buyer and Buyer's Contractor, delivery shall arrive Monday through Friday before 12:00 PM noon Pacific Standard Time to allow unloading to be completed during normal working hours 7:00 AM to 4:00 PM. The Buyer shall be provided contact information for the shipping company and means of tracking the progress of the shipment while in transit to the site. Within 48 hours prior to delivery to the site, the Buyer and Buyer's Contractor shall be contacted by phone with a final date and time of delivery so a crane can be mobilized to the site to unload the equipment.

13. **Testing and Certification.** Testing and Certification of the Equipment shall be consistent with the terms outlined in Performance Guarantee, which can be found in the "General Clarifications" of **Exhibit A.**

Prior to Acceptance, the Supplier shall have a factory representative present while a licensed operator provided by the Buyer performs the equipment startup and field testing of all Equipment supplied by Seller which shall commence and continue initial operation for a full 72-hour period without any substantial faults, failures or interruptions and upon completion shall provide written certification that all field tested Equipment has been properly installed by Buyer's Contractor, is in conformance with Exhibit A, and is ready for Buyer's operation.

As a condition of Acceptance, the Buyer may retain services of a licensed NACE inspector to check tank coatings are free from all defects, corrosion, holidays, cracks, adhesion and delamination failures, and other paint/coating damage and/or defects; if coating materials/workmanship defects are discovered, the Buyer shall not be obligated to accept equipment in this defective condition until/unless corrected by Supplier as confirmed by a qualified NACE inspector retained by the Buyer. Supplier shall pre-assemble unit to extent feasible prior to shipment.

14. **Acceptance.** "Acceptance" of the Equipment shall be deemed upon successful completion of the 3-day (72-hour) testing outlined in Article 13 above while meeting the Performance Guarantee outlined in Exhibit A. Supplier shall present Buyer with a Certificate of Substantial Completion (attached hereto as **Exhibit B**, and incorporated herein by reference). Final acceptance occurs when Buyer executes and returns to Supplier the signed Final Certificate of Acceptance.

One electronic copy of the combined Operation and Maintenance Manual is to be provided to Buyer by Supplier.

15. **Training.** Prior to Acceptance of the Equipment or at such other time as the parties may mutually agree, Supplier shall provide, which cost and expense is included in the total Agreement price, training in operation of the Equipment for employees designated by Buyer. Such training is described on **Exhibit A** attached hereto and incorporated herein.

16. **Programming.** Not used.

17. **Equipment Warranty.** The warranty provided to Buyer by Supplier with respect to the Equipment is set forth in **Exhibit C** attached hereto and incorporated herein. The warranty period shall expire 18 months from delivery or 1 year from beneficial use, whichever occurs first. Supplier warrants and guarantees to Buyer that all Work will be in accordance with the Agreement Documents and will not be defective in workmanship or materials. Buyer and its officers, directors, members, partners, employees, and agents, shall be entitled to rely on Supplier's warranty and guarantee. A warranty claim or written notice of breach of this warranty tendered to Supplier before expiration of the warranty period defined above shall be a valid claim/notice subject to Supplier's warranty obligations; for the avoidance of doubt, Supplier's warranty obligations in regards to remedying defective Equipment (of which it has been notified during the warranty period) are not extinguished if Supplier delays remedying the warranted defect to the point that the warranty period then expires and the necessary repairs or replacements have still not been made to the subject defective parts.

18. **Recovered and Recycled Materials.** Supplier shall comply with 2 C.F.R. § 200.322 and Section 6002 of the Solid Waste Disposal Act requirements, where applicable.

19. **Work Hours.** Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, and except as otherwise stated in the Agreement Documents, all services at the Project Site shall be performed during regular working hours, Monday through Friday 7:00 AM to 4:00 PM. Supplier will not perform services at the

Project Site on a Saturday, Sunday, or any legal holiday. Supplier may perform services at the Project Site outside regular working hours or on Saturdays, Sundays, or legal holidays only with Buyer's written consent, which will not be unreasonably withheld.

20. **Clean Air and Pollution Control Acts.** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) is required. Supplier will report violations to the Agency and the Regional Office of the EPA.

21. **State Energy Policy.** Supplier shall comply with the Energy Policy and Conservation Act (P.L. 94-163), where applicable. Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

22. **Suspension and Debarment.** Supplier shall comply with the following clauses:

A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Supplier is required to verify that none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Supplier must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the Buyer. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Buyer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Buyer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Buyer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. **Restrictions on Lobbying.** Supplier shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Supplier must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Buyer. Necessary certification and disclosure forms shall be provided by Buyer.

24. **Bonds.** Supplier shall not be required to furnish any bonds pursuant to this Agreement, and has not included the cost of bonds in the contract price.

25. **Delivery of Bonds.** Not used.

26. **Patents and Copyrights.** Supplier warrants that it owns the Equipment and that it has the rights in the Equipment granted hereby. Supplier further warrants that the Equipment shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. Supplier shall indemnify, defend, and hold harmless Buyer and its subsidiaries or affiliates under its control, and their trustees, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Buyer's use or possession of the Equipment pursuant to and in accordance with Supplier's instructions set forth in this Agreement, or the license granted hereunder, infringes or violates any United States patent or copyright of any third party. Supplier shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Buyer gives Supplier written notice of any such claim of which it learns. No such settlement which prevents Buyer from continuing to use the Equipment as provided herein shall be made without the Buyer's prior written consent. In all events, Buyer shall, at its own cost and expense, have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing; provided that Supplier shall have the sole authority to control the defense including settlement of any such indemnified claim. In case the Equipment is held to constitute such an infringement and the use thereof is enjoined, then Supplier shall, at Supplier's expense, either procure for Buyer the right to continue using same, or replace same with non-infringing Equipment, or modify same so it becomes non-infringing.

27. **Indemnification.** Supplier shall comply with the following clauses:

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Supplier under the Agreement or otherwise, Supplier shall indemnify, defend and hold harmless Buyer and Engineer, and the officers, directors, members, partners, and employees, of each and any of them from and against all third party claims, costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Supplier's performance of this Agreement, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Supplier, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Buyer or Engineer or any of their officers, directors, members, partners, or employees, by any employee (or the survivor or personal representative of such employee) of Supplier, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 28.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for

Supplier or any such Subcontractor, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Supplier under Paragraph 28.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them.

D. In the event that any injury, including death or damage is caused by the joint or concurring negligence of Buyer and Supplier, the loss or liability shall be borne by Buyer and Supplier in proportion to each party's negligence.

28. **Default by Supplier.** Upon the occurrence of any of the following events, and except as is otherwise provided for in this Agreement, Supplier shall be deemed to be in default under this Agreement if:

A. Supplier fails to provide Submittal Drawings or Equipment within thirty (30) calendar days following the expiration of the delivery periods specified in Paragraph 4, however Supplier shall not be deemed in default as long as Supplier is diligently proceeding to provide delivery within an expedited timeframe agreed with Buyer.

1. The Parties acknowledge that this Agreement is being made in the context of an ongoing epidemic, known as the COVID-19 epidemic. The Parties agree that delays attributable to the COVID-19 epidemic (quarantine restrictions, governmental orders or regulations, or delays in shipment or supplies due to quarantine restrictions or governmental orders) will not incur delay damages, regardless or whether such delay may have been foreseeable.

B. Supplier fails or defaults in the performance of any material obligation or covenant under this Agreement and does not diligently begin to correct or substantially cure such material failure, default, or breach within thirty (30) days from and after Supplier's receipt of written notice from Buyer of such material default or breach; or

C. Any material representation or warranty made by Supplier hereunder is breached and remains uncured from and after thirty (30) days following Supplier's receipt of written notice from Buyer of such material breach, however Supplier shall not be deemed in default as long as Supplier is diligently proceeding to cure such material breach.

If any event of material default occurs and is not cured within any applicable period specified above, Buyer, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited to, the following:

A. Proceed by appropriate court action to enforce performance by Supplier of the applicable covenants and obligations of this Agreement and to recover damages for the breach thereof, and/or to enforce the indemnification set forth in Paragraph 28 hereof

1. If performance, liquidated and other delay damages are contemplated or added to this Agreement, their sum shall not exceed 10% of the reasonable value of materials, labor and equipment deemed to be deficient or delayed, and shall be Buyer's sole remedy for delay.

2. Neither party shall be liable to the other Party under this Agreement for any special, incidental, indirect, consequential, exemplary or punitive damages or losses, loss of profits or revenues, loss of opportunities, loss of goodwill or loss of capital (collectively "Consequential Loss"), with the exception of Consequential Loss caused by a party's criminal acts, fraud, or willful misconduct; or

B. Terminate this Agreement as to all or any part as Buyer in its sole discretion may determine; or

C. Pursue any other rights or remedies available to Buyer under the laws of the State of California.

29. **Default by Buyer.** Default by Buyer in payment (except in the case of a bona fide dispute) or performance of any material duty or obligation under this Agreement, shall, at the sole option of Supplier, if the default is not cured within thirty (30) days from and after Buyer's receipt of written notice from Supplier of the default, constitute a default of this Agreement. In such an event, Supplier, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited, to the following:

A. Withhold performance or further performance hereunder until all such defaults have been cured, provided, however, that Supplier shall continue to perform hereunder in the event of a bona fide payment dispute, which has been communicated to Supplier; or

B. Pursue any other rights and remedies available to Supplier under the laws of the State of California.

30. **Supplier Terms of Agreement Termination.** Not used.

31. **Buyer May Terminate for Convenience.** Upon seven days written notice to Supplier, Buyer may, without cause and without prejudice to any other right or remedy of Buyer, terminate the Agreement. In such case, Supplier shall be paid for (without duplication of any items):

A. Completed and acceptable work executed in accordance with the Agreement Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses; and

C. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

Contractor shall not be paid on account of loss of anticipated overhead, profits or revenue, or other economic loss arising out of or resulting from such termination.

32. **Settlement and Satisfaction of all Contractual and Administrative Issues.** The Buyer is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from this Agreement. This includes disputes, claims, protests of awards, source evaluation, or other matters of a contractual nature. If the Supplier violates a law in the course of carrying out the contract, then the Buyer must report that violation to Federal, State, or local authority as may have proper jurisdiction.

33. **CLAIMS.**

- A. Claim –A demand or assertion by Buyer directly to Supplier or by Supplier directly to Buyer, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of this Agreement or the acceptability of Supplier’s furnishing of Equipment and associated services; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of this Agreement. A demand for money or services by a third party is not a Claim.
- B. *Claims Process:* The following disputes between Buyer and Supplier shall be submitted to the Claims process set forth in this Paragraph:
 - 1. Appeals by Buyer or Supplier of Engineer’s decisions regarding Change Proposals;
 - 2. Buyer or Supplier demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Supplier’s furnishing of goods and services, or other engineering or technical matters.
- C. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Supplier seeking an increase in the Contract Times or Contract Price, or both, Supplier shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Supplier’s knowledge and belief the amount of time or money requested accurately reflects the full amount to which Supplier is entitled.
- D. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

- E. *Mediation:*
1. Any controversy or claim arising out of or relating to the performance of this contract, or the breach thereof, that is not able to be successfully resolved through operational or management level negotiations, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.
 2. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, or the date subsequent to conclusion of the mediation on which the Buyer or Supplier determines continuation of the mediation process will be ultimately unsuccessful, whichever is later.
 3. Buyer and Supplier shall each pay one-half of the mediator's fees and costs if a claim is submitted.
- F. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Paragraph 34 for final resolution of disputes or unless within 60 days of such action the parties mutually agree to mediate per Subsection E of this Paragraph 33.
- G. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Buyer or Supplier may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 60 days of the denial the other party invokes the procedure set forth in Paragraph 34 for the final resolution of disputes.
- H. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.
- I. *Payment Bond claims made by Supplier.* Nothing in this Paragraph shall be construed to waive, prohibit, limit or restrict Supplier's rights under the payment bond procured by Buyer (of which a copy shall be provided to Supplier upon its issuance). If Buyer is in breach of its contractual obligations hereunder regarding payment to Supplier, Supplier may initiate a claim on Buyer's payment bond or otherwise seek to enforce the rights it is provided thereby.

34. **Final Resolution of Disputes.**

A. **Disputes Subject to Final Resolution:** The following disputed matters are subject to final resolution under the provisions of this Paragraph:

1. A timely appeal of an approval in part and denial in part of Supplier's Claim, or of a denial in full; and
2. Disputes between Buyer and Supplier concerning the Work or obligations under the Agreement Documents.

B. **Final Resolution of Disputes:** For any dispute subject to resolution under this Paragraph, Buyer or Supplier may:

1. elect in writing to invoke the dispute resolution process; or
 2. mutually agree to submit the dispute to another dispute resolution process;
- or
3. if no dispute resolution process is mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

35. **General.**

A. **Compliance with Laws.** Supplier shall perform this Agreement in compliance with all applicable Federal, State, and local laws, rules, regulations, and ordinances.

B. **Affirmative Action.** The Supplier agrees to adhere, if and as applicable, to the non-discrimination and affirmative action requirements of 41 CFR §60-1.4 (addressing race, sex, color, religion, and national origin), 41 CFR §60-250.4 and 41 CFR §60-250.5 (addressing veteran status), and 41 CFR §60-741.4 and 41 CFR §60-741.5 (addressing disabilities). The Supplier agrees to submit an EEO-1 Report (Standard Form 100) and to develop and maintain a written AAP if the Supplier has 50 or more employees other than construction trades persons and a nonexempt contract, subcontract or purchase order of \$50,000 or more (41 CFR §60-1.7 (a) (1) and 41 CFR §60-1.40 (a)). The EEO-1 Report shall be submitted to the Calaveras County Water District, 120 Toma Court, San Andreas, CA 95249, to the attention of Damon Wyckoff. The Supplier certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or knowingly permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Supplier further agrees to obtain a similar certification prior to its award of any nonexempt contract, subcontract or purchase order (41 CFR §60-1.8).

C. **Confidentiality.** The parties shall hold in strictest confidence any information and material which is related to either Buyer's or Supplier's business or products and which is designated by either Buyer or Supplier as proprietary/confidential, herein or otherwise. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or (iv) is obligated to be produced under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order in connection with such proceeding, which the parties

in all cases will attempt to obtain. Buyer and Supplier hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other. Supplier further covenants not to disclose or otherwise make known to any party nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement in which the name of Buyer or any of its affiliates is mentioned or used, directly or indirectly, unless prior written consent is granted by Buyer.

D. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices or communications between Buyer and Supplier pertaining to this Agreement shall be addressed as follows:

If to Buyer: Calaveras County Water District
 Attention: Damon Wyckoff
 120 Toma Court
 San Andreas, CA 95249

If to Supplier: WesTech Engineering, LLC
 Attention: Adrian Williams
 3665 S West Temple
 Salt Lake City, UT 84115

Recall Notice: In the event of any recall notice concerning the Equipment issued by the Supplier, Supplier shall send such notice to the Buyer.

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

E. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

F. Modifications. No revision or modification of this Agreement shall be effective unless in writing and executed by authorized representative of both parties.

G. Assignment. Not used.

H. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

I. Construction and Jurisdiction. This Agreement shall be governed by the laws of the United States Federal Government.

J. Headings. The paragraph titles of this Agreement are for conveniences only and shall not define or limit any of the provisions hereof.

K. Entire Agreement. This Agreement, the documents referenced herein and all Exhibits hereto (Exhibits A through C) are intended as the complete and exclusive statement of the agreement between Buyer and Supplier with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

L. Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit of Buyer and Supplier, their respective successors, and permitted assigns.

M. Survival of Obligations. A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement or termination of the services of Supplier.

N. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

O. Catalog and Detailing Requirements. From time to time, Supplier shall furnish up-to-date catalogs and/or Equipment information of current items and prices to be kept on file.

No Supplier Equipment may be delivered to Buyer for evaluation without approval of Buyer's Engineer, and all such Equipment may be delivered only after receipt of an appropriate purchase order.

P. Parts. For a ten-year period from the date hereof, Supplier agrees to make available and sell to Buyer such parts as to maintain the Equipment in good working order and to offer a maintenance program.

Q. Insurance. Supplier shall carry and at all times maintain in full force and effect, at its sole expense, a policy of general liability (including products/completed operations liability)

insurance in the amount of Five Million Dollars (\$5,000,000) for each claim and general aggregate. The minimum insurance limit specified may be met with a combination of underlying and umbrella coverage. Supplier shall provide at least thirty (30) days written notice to Buyer prior to cancellation of the policy and ten (10) days written notice in the event of cancellation due to non-payment of premium.

R. Specification Conflicts. In the event of any ambiguity or conflict among the provisions of this Agreement and Exhibits hereto, requests for proposals issued by the Buyer relating to the purchase of the Equipment, Purchase Orders issued by the Buyer, the Supplier's proposals, quotes or order acknowledgments, manufacturers' product specifications, and other documents relating to the Supplier's sale of the Equipment to the Buyer, this Agreement (as amended by the parties) including Exhibits shall take precedence over any other documents including Buyer's RFP or Buyer's PO, the Agreement exclusive of Exhibits shall take precedence over its Exhibits. The terms and conditions of this Agreement are intended to govern the purchase and sale of the Equipment, and any conflicting terms and conditions, or additional terms and conditions, in any Supplier prepared document shall not apply.

37. **Limitation of Liability.**

Notwithstanding anything else to the contrary, Seller shall not be liable for any consequential, incidental, special, punitive or other indirect damages, and Seller's total liability arising at any time from the sale or use of the Equipment shall not exceed the purchase price paid for the Equipment. These limitations apply whether the liability is based on contract, tort, strict liability or any other theory.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, _____ and _____ have signed this agreement as of the day and year first written above, and the person executing this agreement on behalf of each party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the Supplier in accordance with its terms.

Calaveras County Water District

By: _____
Name: _____
Title: _____

WesTech Engineering, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Scope of Work – WesTech Scope of Supply



West Point WTP

California

Representative

Dwight Craig
MISCOwater
Pleasanton, California
(925) 225-1900
dcraig@miscowater.com

Contact

Adrian Williams
awilliams@westech-inc.com

Miles Snyder
msnyder@westech-inc.com



Proposal Number: 1930140
Thursday, October 07, 2021



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Warranty

Terms & Conditions

Technical Proposal

Item A – One (1) Trident® Package Treatment Unit, Model ½TR-420A

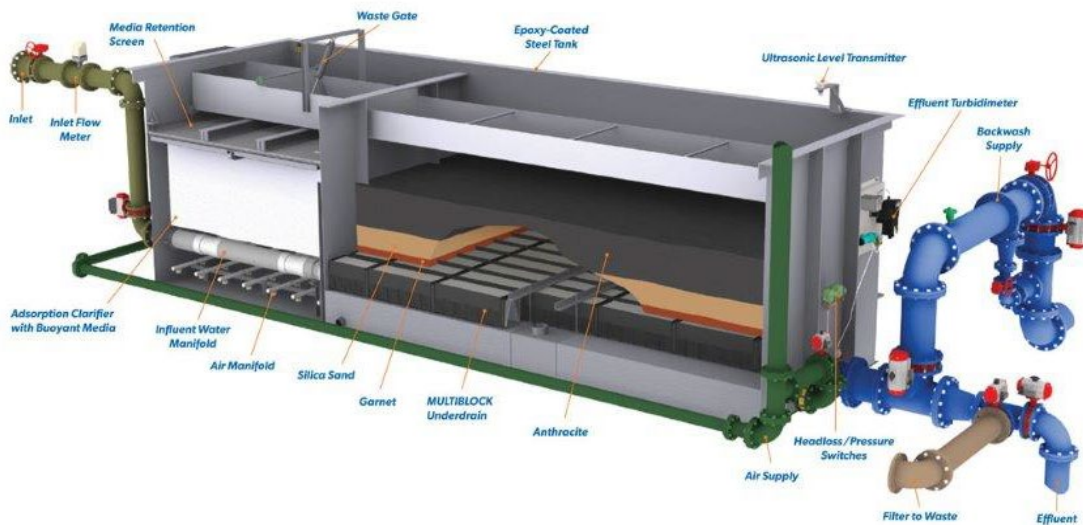
Design Criteria	
Application	Drinking Water Treatment – Expansion Unit
Trident Design Flow	700 gpm
Project Flow	487 gpm (0.7 MGD)
Number of Units	1
Adsorption Clarifier® Area	70 ft ²
Adsorption Clarifier Loading Rate	7.0 gpm/ft ² (@ project flow)
Adsorption Clarifier Water Flush Rate	700 gpm (10 gpm/ft ²)
Adsorption Clarifier Air Flush Rate	260 scfm (3.7 scfm/ft ²)
Filter Area	140 ft ²
Filter Loading Rate	3.5 gpm/ft ² (@ project flow)
Backwash Method	Surface Wash & Water
High Rate Backwash Water Loading Rate*	15 gpm/ft ²
High Rate Backwash Water Flow Rate*	2100 gpm
Backwash Water Source	External backwash supply

* The design high rate backwash listed is based on a temperature of 25 °C. The actual backwash water rate must be adjusted 2% up or down for each degree Celsius difference above or below from design temperature; i.e., above 25 °C increase by 2%, below 25 °C decrease by 2%.

Features and Benefits

The Trident® system combines a variety of chemical treatment solutions. The patented Adsorption Clarifier® system and Mixed Media Filter deliver excellent predictable finished water quality. The system is configured the same as the existing unit; AC bead media, filter surface wash, filter media with gravel support, and header-lateral underdrain.

- Treat water with up to 75 NTU or up to 35 color units.
- Treat water with combined total NTU and color of 75.
- Capable of 2 log removal of Crypto and Giardia size particles.
- Up to 3 log removal demonstrated by pilot studies.
- Proprietary design with over 700 installations.
- The clarifier reduces turbidity 75–95%, causing settling to be insignificant.
- The Trident system reduces coagulant usage 5–10% and filter aid usage as much as 60%.
- Installation costs are less than that of conventional systems.
- The footprint is up to 60% smaller than conventional plants.



Trident® system depicted. May not entirely reflect unit quoted.

Tankage Scope of Supply

Item	Size
Tank Material	Carbon Steel
Tank Dimensions	27 ft 10 in long x 8 ft 11 in wide x 8 ft 5 in high

Tank Connections

Item	Size
Influent	8 in
Filter Effluent/Backwash Supply	12 in
Waste/Overflow	14 in
Adsorption Clarifier Air	4 in

Tank Coatings

Item	Location
Tank Interior	Prepared per paint manufacturer recommendations, painted with one coat of Tnemec #L140-1255 Pota-Pox primer and one coat of Tnemec #L140-15BL Pota-Pox finish paint.
Tank Exterior	Prepared per paint manufacturer recommendations, painted with one coat of Tnemec #L140-1255 Pota-Pox primer and one coat of Tnemec #L140-15BL Pota-Pox finish paint. Touch-up paint may be required once shipped to site.
Tank Bottom	Tank is unpainted on bottom exterior surface and designed for installation on coal tar or asphaltic type base mastic compound applied to concrete base pad by others.

Adsorption Clarifier Scope of Supply

Feature	Quantity	Notes
Adsorption Clarifier Media	280 ft ³	Media depth is 4 ft. Adsorption Clarifier media is 50/50 R&S & NSF Std. 61 approved.
Clarifier Media Retention	70 ft ²	Stainless steel screen mesh under aluminum grating
Collection Trough	1	Rectangular trough with waste gate running length of AC section
Inlet Distribution	1 Lot	PVC header-lateral pipe system with supports
Air Distribution	1 Lot	PVC header-lateral pipe system with supports

Filter Scope of Supply

Feature	Quantity	Notes
Surface Washer	2	Stainless Steel, 7'-6" diameter, distribution nozzles
Washtrough	1	Rectangular trough running length of filter section
Underdrain	140 ft ² Coverage	Header-Lateral, Sch. 80 PVC header with laterals

Note

All required hardware is supplied by WesTech for assembly of the tank internals at the jobsite by the contractor.

Media Scope of Supply

Type	Quantity	Layer Depth	Effective Size	Uniformity Coefficient	Packaging
Anthracite	213 ft ³	18 in	1.0-1.1 mm	≤1.7	1-ft ³ bags on pallets
Silica Sand	111 ft ³	9 in	0.35-0.45 mm	≤1.4	1-ft ³ bags on pallets
Garnet	37 ft ³	3 in	0.2-0.32 mm	≤1.7	50# bags on pallets
Gravel Support	228 ft ³	19.5 in	Four Layers	n/a	50# bags on pallets

Note

Media quantities include sufficient volume for skimming.

Valves Scope of Supply

Item	Size	Quantity	Type	Operator Type
Influent	8 in	1	Butterfly, Wafer	Electro-pneumatic, Modulating
Backwash Inlet	10 in	1	Butterfly, Wafer	Pneumatic, Open/Close
Effluent	8 in	1	Butterfly, Wafer	Pneumatic, Modulating
Filter to Waste	8 in	1	Butterfly, Wafer	Pneumatic, Modulating
AC Air Scour	4 in	1	Butterfly, Wafer	Pneumatic, Open/Close
Surface Wash	2.5 in	1	Butterfly, Wafer	Pneumatic, Open/Close
Waste Gate	N/A	1	Linear Cylinder	Pneumatic, Open/Close
Influent Isolation	8 in	1	Butterfly, Wafer	Manual, Handwheel
AC Air Check Valve	4 in	1	Check	None

Note

All butterfly valves are **Bray** wafer style with cast iron body, nylon coated disc, EPDM seat and shaft seal. Automatic butterfly valves have double acting, weatherproof pneumatic cylinder actuators manufactured by **Bray**.

Instrumentation Scope of Supply				
Description	Quantity	Type	Signal	Notes
Inlet Meter	1	Magnetic Flow	4–20 mA	Endress+Hauser
Filter Liquid Level Transmitter	1	Level Controller	3–15 PSIG	Magnetrol
Backwash Control Level Switches	2	Float	On/Off	One low & one high
Clarifier Pressure Transmitter	1	Transmitter assembly with digital display	4-20 mA	Rosemount
Filter Pressure Transmitter	1	Transmitter assembly with digital display	4-20 mA	Rosemount
Effluent Turbidimeter	1	TU5300 sc	To SC-200	HACH with calibration kit and power & communication cables
Turbidimeter Controller	1	SC-200	4-20 mA	HACH, one unit is used for each pair (two) turbidimeters
Effluent Turbidity Sample Pump	1	1/16 hp Centrifugal	N/A	115 V, 60 Hz, 1 ph

WesTech Trips to the Site		
Total Trips	Total Days	Includes
3	8	Installation inspection of major Trident components, observation of filter media installation, startup, and instruction of plant personnel
1	1	Supervision and assistance for the process performance test

Note: Any Item Not Listed Above to Be Furnished by Others.

Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Paint: If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

Escalation: If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of WesTech, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to date of approved submittal drawings greater than 2.5% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to WesTech that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources. Carbon material escalation will be based on the US Midwest Domestic Index, current flats and longs indexes, in effect at the time of bid. Carbon material equates to 19% of the overall cost of the scope of supply. Stainless material escalation will be based the Argus Metals Stainless Steel ex works US base price plus surcharge for flat and bar (per design specified alloy), in effect at the time of bid. Stainless material equates to 4% of the overall cost of the scope of supply.

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Process Performance Statement

In regard to the West Point WTP-Calaveras County, CA project in association with the proposed Trident® unit for expansion to the existing Trident unit. As it relates to a process guarantee for effluent water quality treatment performance, given that the new Trident unit will be configured the same as the existing unit, would be treating the same raw water quality, would be operated the same as the existing unit and within the design rates, and would have the same treatment chemicals applied, WesTech Engineering, LLC would expect the new Trident unit to produce an effluent water quality at a minimum equal to the that achieved by the existing Trident unit.

If a performance test is completed, the treatment unit must be operated by a certified water operator and operated within the guidelines of the design for the testing. If completed and upon successful completion of the performance test, to be completed by the owner &/or contractor, with the assistance of WesTech, WesTech would have no further obligation or liability to Owner to demonstrate that the new Trident unit is capable of treating the source water to an acceptable level.

Trident Clarifications

- The proposed Trident unit would be an expansion to the existing Trident unit.
- The proposed Trident unit configuration is based on matching the existing unit; i.e. AC bead media, filter section with surface wash, filter media w/ gravel support, & header-lateral underdrain.
- Existing control panel to be modified to operate this expansion unit, this work to be performed by others.
- The filter is periodically backwashed (using treated water). The Adsorption Clarifier is normally washed (using influent water) one or more times between filter backwashes. The waste holding system should be sized to handle a total of two complete flush/wash volumes from each compartment.
- The influent pumping system should provide a range of 20–30 feet head at tank inlet connection. The high-rate water only backwash of the filter shall be 15–18 gpm/ft² with an available head of 13 feet at the tank connection.
- A 50 percent duty cycle is recommended for the compressed air system.
- Availability of equipment components specified may dictate substitutions of equal quality at the discretion of WesTech.
- All hardware is crated and shipped to the jobsite for assembly by the contractor.

Items Not Furnished by WesTech

- Unloading of equipment from delivering carrier, protected storage of equipment
- Installation, supervision of installation
- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves (not specifically listed), pneumatic tubing from air compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters (not specifically listed)
- Interconnection field wiring and conduit
- Walkways, handrails, stairways and ladders
- Cathodic protection systems
- All chemical feeders (not specifically listed), feed lines, chemicals, tanks (not specifically listed), labor and procedures for the disinfection of equipment, laboratory test equipment
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors, concrete, grout, sealant, sumps and concrete fill for filter underdrains
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment (not specifically listed), supports for controls
- SCADA System
- All pumps (not specifically listed), air compressors, dryers, operating and start-up lubricants
- Any equipment or service not listed in this proposal

Exceptions

Not applicable

Commercial Proposal

Proposal Name: West Point WTP
 Proposal Number: 1930140
 Thursday, October 07, 2021

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Adrian Williams
Phone	801.265.1000
Email	awilliams@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: US Dollars

Scope of Supply

A	(1) Trident® Package Treatment Unit, Model ½TR-420A	\$	423,616.00
	Calaveras County, CA Sales Tax, 7.25%		Included
	(Excluding field service and freight)		

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,200
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Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

3. Payment Terms

Purchase Order Acceptance and Contract Execution	10%
Submittals Provided by WesTech	15%
Release for Fabrication	30%
Notification of Ready to Ship	35%
Equipment Start-Up & Testing	10%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	12 to 14 weeks
Ready to Ship, after Receipt of Final Submittal Approval	22 to 24 weeks
Estimated Weeks to Ready to Ship	34 to 38 weeks*

*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
From	Final Destination	Number of Trucks or Containers
WesTech Shops	West Point, CA – Calaveras Co.	TBD

One-Year Warranty

WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in the design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, LLC to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by WesTech and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. WesTech neither assumes nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, LLC.

WesTech Engineering, LLC makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

7. ESCALATION: If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of WesTech, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to date of approved submittal drawings greater than 2.5% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional

profit, overhead or margin) and shall include labor, material, freight, and other costs to WesTech that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources. Carbon material escalation will be based on the US Midwest Domestic Index, current flats and longs indexes, in effect at the time of bid. Carbon material equates to 19% of the overall cost of the scope of supply. Stainless material escalation will be based the Argus Metals Stainless Steel ex works US base price plus surcharge for flat and bar (per design specified alloy), in effect at the time of bid. Stainless material equates to 4% of the overall cost of the scope of supply.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as

liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WESTECH ENGINEERING, LLC WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING, LLC SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the

equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC employee,

by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

23. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

26. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or

contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR TRIDENT EQUIPMENT

Owner:	CALAVERAS COUNTY WATER DISTRICT	Owner's Contract No.:	CIP:
Contractor:		Contractor's Project No.:	
Engineer:	Peterson Brustad Inc.	Engineer's Project No.:	
Project:	West Point Water Treatment Plant Improvements Project	Contract Name:	

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work
- The following specified portions of the Work: Trident equipment successful completion of Performance Guarantee

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, installing General Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract between WesTech Engineering, LLC and Owner ("Contract") pertaining to Substantial Completion.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor (WesTech Engineering, LLC) to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for provision of equipment and associated services, and warranties upon Owner's use of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED BY WESTECH, LLC:
By: _____	By: _____	By: _____	
(Authorized signature)	Owner (Authorized Signature)	Supplier (Authorized Signature)	
Name: _____	Name: _____	Name: _____	
Title: _____	Title: _____	Title: _____	
Date: _____	Date: _____	Date: _____	

EXHIBIT C

Equipment Warranty

Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Exhibit A and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from beneficial use, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SELLER'S LIMITATION OF LIABILITY. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

RESOLUTION NO. 2021 - ____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CALAVERAS COUNTY WATER DISTRICT**

**APPROVING THE SOLE-SOURCE PURCHASE OF A WESTECH TR-420-A WATER
FILTER THROUGH MISCOWATER AS PART OF THE WEST POINT WATER
SUPPLY RELIABILITY PROJECT, CIP 11106**

WHEREAS, in accordance with the District's Purchasing Policy, Section 5.02.09, part 5, section C, Sole Source Purchases provides the District the ability to approve sole-source purchases; and

WHEREAS, a sole-source purchase from MISCOWater for a WestTech Trident Filter TR-420-A filter meets the requirements of said Purchasing Policy; and

WHEREAS, Peterson Brustad, Inc., the District's design consultant for the West Point Water Supply Reliability Project, CIP 11106, will facilitate the sole-source purchase of the filter system.

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT accepts the Commercial Proposal from MISCOWater for \$425,000.00 plus tax for the purchase of a Trident TR-420-A Adsorption Clarification Filter.

BE IT FURTHER RESOLVED that the Board of Directors does hereby approve the sole-source pre-purchase of a Trident TR-420-A Adsorption Clarification Filter from MISCOWater to facilitate the completion of the West Point Water Supply Reliability Project, CIP 11106.

PASSED AND ADOPTED this the 13th day of October, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Rebecca Hitchcock
Clerk to the Board

Operations and Engineering Departments Report

September 1st, 2021, through September 30th, 2021

Director of Operations:

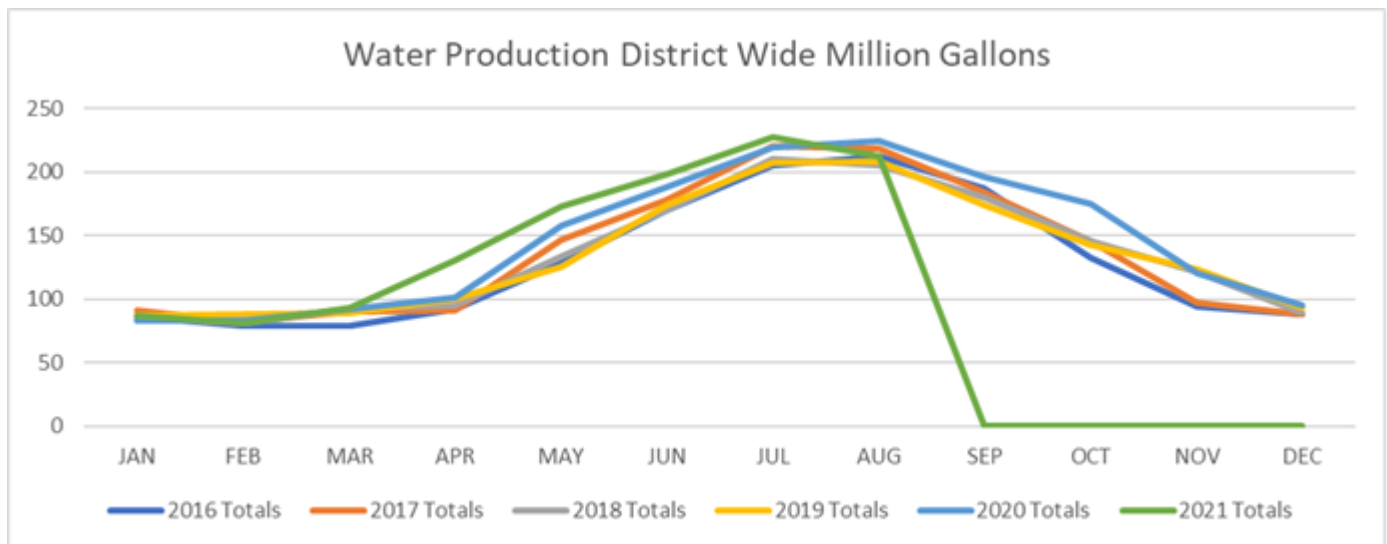
1. Site-visit to White Pines Reservoir with District Staff from multiple disciplines and CA F&W to facilitate the permitting of CCWD's tule removal project
2. Conducted the Quarterly Utilities Coordination meeting – discussed coordination with Calaveras County's Building Department
3. Participated in the review and selection of a consultant to complete a Sheep Ranch Master Plan
4. On-going work with Operations and Engineering Staff on multiple in-house construction projects, developer projects, and design efforts.
5. Participated in the Forest Meadows HOA meeting. Provided project updates
6. On-going work with The District's consultant, General Manager, and District Engineer related to Capacity Fee development for the Copperopolis and La Contenta/Jenny Lind Service Areas
7. On-going work with operations and engineering staff to begin to develop a detailed worksheet of production vs consumption and available capacity to facilitate effective infrastructure replacement, upgrades, and planning.
8. Participated in NCPA's 5-year Emergency Action Plan (EAP) tabletop
9. On-going participation in ACWA's Clean-Fleets working group – contemplating California's (2027) forthcoming heavy-duty electric vehicle purchase and operation requirement
10. Met with Snowshoe Springs HOA to review their System and Distribution System operations
11. On-going participation in the Project Update Meetings for the District in-process projects including the AMI project, Redwood tanks, District Corp Yard, Sheep Ranch Master Plan, RRA's, Filter rehabs, Old Hunters Ops, etc.

Administrative Technician:

1. August Spray Reporting
2. Maintained Field Calendar
3. Received/Tracked All USA North Line 811 Locates – Handled Associated Calls
1243 District Line Locates – 09/01 – 09/30
4. Facilitated with Employee Reimbursements & Certificate Renewals
5. Field Training Course Ordering/Registrations
6. Process Operations Purchase Order Batches
7. On Call Reminders, Transfers, Logs
8. Electronic Lab Report Filing
9. Organizing and Archiving Operations Department Documents
10. Safety Tailgate Meetings: Create, Track, & Archive
11. Attended Various Meetings
12. Continued Work Efforts for the 2021 Backflow Testing Program

Plant Operations Manager:

1. Completed the review and acceptance of the Monthly State Water Reports for all the Districts Water Systems and submitted them to the State
2. Completed the monthly Wastewater Reports for all the Districts WW Systems and submitted them to the State
3. Continued working very closely with the new operator in West Point to ensure that all system needs are met.
4. Ongoing meetings with NexGen engineering for the West Point WWTP for the discussion of the consolidation project of Wilseyville and West Point WWTP's
5. On-going work associated with PO's and ordering supplies for different District facilities and projects
6. Continued work efforts on annual backflow testing
7. Ongoing work efforts associated with the Ebbetts Pass HAA5 violation for purposes of public notification and data collection
8. Coordination efforts with the Jenny Lind filter rehabilitation
9. Coordinating the filter rehab for the La Contenta WWTP.
10. Ongoing conversations with PBI for the design of the second filter at West Point Water Treatment Plant
11. Working with Hydro Science about upgrades at Arnold WWTP
12. On-going work efforts with the Districts CERS (California Environmental Reporting System) annual reporting
13. Working on finalizing the reports for Lead & Copper sampling for 4 of our water systems
14. Coordinating with a dive team to complete a Big Trees 4 & 5 tanks leak repair
15. Coordinated with tank divers for inspections and cleanings of 5 of our water storage tanks in Ebbetts Pass
16. Tested Hunters Dam pump station in preparation of the NCPA outage for the first weekend in October
17. Accompanied Division Safety of Dams for inspection and operation of outlet structure at La Contenta and Copper
18. Participated in NCPA's 5-year tabletop EAP exercise
19. Participated in the pre-proposal job walk for Copper Cove Wastewater Plant



Construction and Maintenance Manager:

1. Participated in the AMI project update meetings
2. Participated in the White Pines tule removal project coordination with Fish and Wildlife and CCWD Staff
3. Participated in the quarterly utilities' coordination meeting
4. Field meet with the Jenny Lind Distribution Crew to develop a plan of action to replace a 2" main on Crosel Court in Rancho Calaveras
5. Participated in the District's Redwood Tanks Replacement internal coordination meeting to discuss timing and course of action for the winter months
6. Participated in the review of RFPs for the Sheep Ranch Master Plan effort
7. Participated in the maintenance and warehouse pre-construction meeting
8. Multiple site visits to the Gold Creek 3 development.

9. Site visits to the Bear Creek Diversion to aid the construction crew in the debris removal project
10. Coordinated meter reading work efforts with Finance to test run meter reads and their incorporation into the Tyler billing software
11. Assisted Snowshoe Springs HOA with coordination with USA North for line locates within the HOA
12. Multiple Field/site visits with crews.
13. Worked to resolve multiple Customer concerns/issues calls.

District Engineer:

1. Reviewed the Request for Proposals (RFP) and worked with staff to select a consultant to develop a Sheep Ranch Water System Master Plan – Lumos Inc. is completing the work
2. Worked with Staff to publish RFP for the phasing and design of improvements to the Copper Cove Wastewater Treatment Plant – worked to amend document based on District review to issue the RFP
3. On-going work associated with the effective design completion of the Copper Cove Lift Station Rehabilitation and Force Main Relocation Project – provided detailed plan sets to PG&E for assessment of power requirements
4. Worked with Operations Staff to review the specifications for the proposed replacement UV System at the Forest Meadows WWTP and help ensure accurate replacement equipment – compared quotes from multiple vendors to ensure regulatory compliance and efficiency of operation
5. Worked with HydroScience, the District's Design Consultant, to facilitate the design effort for a new Clarifier and associated improvements at the Arnold WWTP-currently moving toward the 50% design phase
6. Participated in multiple detailed work sessions with NexGen and CCWD Staff related to the design of the West Point/Wilseyville WWTPs Consolidation project- currently working toward the 90% design
7. On-going work to develop an RFP for Jenny Lind A-B Transmission Pipeline – work to discuss with field staff to facilitate an effective RFP.
8. Various Developer-based work efforts associated with necessary project site improvements and options for effective W and WW infrastructure implementation

Purchasing Agent:

1. On-going work associated with material inventory
2. Processed multiple invoices
3. Constructed racking in the warehouse and organized parts
4. On-Going work associated with obtaining quotes for Capital Outlay items.
5. Worked to receive generator quotes for the District's FEMA-funded HMGP Critical facility Generator implementation project
6. Met with Cla-Val Rep and worked to review cla-val materials and supplies
7. On-going work to obtain blower quotes for multiple facilities
8. Meeting with Enterprise Fleet Management to coordinate the transition of aged-out fleet vehicles
9. Ordered air dryer and associated equipment for the Hunters WTP
10. Routine Material orders for multiple departments

Engineering Department

1. Conducted Weekly internal engineering department meetings
2. Participated in Bi-weekly Coordination meetings (Engineering, Ops & Customer Service)
3. Coordinated and participated in meetings with CV Developers
4. Engineering Coordinator filled in for the Clerk to the Board to push out the Legal Affairs Committee Agenda
5. On-going work associated with the AMI/AMR Meter Project – meter installations on-going in the Ebbetts Pass Service Area
6. On-going work associated with the West Point Redundant Filter Project (PBI) – PBI working on 50% design
7. On-going work associated with the West Point/Wilseyville WWTP Consolidation Project (NexGen) working toward 90% design
8. On-going work associated with the Redwood Tanks replacement Project (K.W. Emerson) – Site work at tank 8 complete – material delivery delays
9. On-going work associated with the Hunters Dam Raw Water Pump Station Replacement Project (HMGP) – Bathymetric Survey complete -
10. Conducted a pre-construction meeting for the erection of the new warehouse
11. On Going work associated with the Jenny Lind Elementary Force Main Project

12. On-going work associated with the Arnold WWTP Project (HydroScience) – multiple productive meetings to facilitate 50% design
13. On-going work associated with the CC Lift Stations & Force Main Project (Lee & Ro) – District Engineer now focusing on the PG&E related aspects of the project
14. Completed the update of the District's Design and Construction Standards
15. Continued work associated with developing an effective Water & Wastewater Capacity and Demand Matrix (spreadsheet, draft report, whiteboard)
16. Conducted the quarterly utilities coordination meeting
17. Worked to complete the sole-source requirement analysis and develop the request for pre-purchase approval for the redundant filter at the West Point WTP
18. Reviewed proposals for the Sheep Ranch Master Plan RFP and accepted Lumos Engineering for the plan
19. Reviewed plans for the Tri-Dam day use area - Copperopolis
20. Pushed out an RFP for the Copper Cove WWTP Improvements Project
21. Fire Hydrant Meter Reading/Billing
22. Customer Issues
23. Request for Comments = 1 (CC)
24. Termination of Service = 3 (WP, EPx2)
25. Cost To Serve Applications = 2 (JL, WAL)
26. Updated billing and submitted an update letter to the Snowshoe Brewery
27. PUE Vacate = 1 (CC)
28. Service Connection Inspections = 10
29. Developed a Cattle Grazing Agreement for the La Contenta Property
30. Inspected developer project Gold Creek unit 3, coordinated work schedule with developer.
31. Night work inspection of the Huckleberry sewer force main wye and valve install associated with the force main relocation
32. Inspection of County's Blagen Road Bridge Project effort where associated with water and sewer
33. Attended project meetings.
34. Reviewed plans for multiple projects.
35. Worked with contractor on Unit 7B of Saddle Creek unit 7.
36. Completed an easement update and negotiation for additional real estate for the Sheep Ranch tank project.
37. On-going work associated with AD-604 timeline and narrative
38. On-going work associated with Capacity Fee Update Development in Copperopolis, La Contenta, and Jenny Lind Service Areas.

Water Treatment Plants:

Copper Cove Water Treatment Plant:

1. Operations as usual

Hunter's (Ebbett's Pass) Water Treatment Plant:

1. Operations as usual
2. Air dryer replaced by the mechanical crew
3. Prepared for the annual tunnel tap maintenance effort by NCPA and verified old hunters pump station operations

Jenny Lind Water Treatment Plant:

1. Operations as usual
2. Training of new operator
3. Filter rehabilitation project continues

Sheep Ranch Water Treatment Plant:

1. Operations as usual
2. Training of new operator
3. Defensible Space Grubbing and Brushing Completed

Wallace Lake Estates Well System:

1. Operations as usual

West Point Water Treatment Plant:

1. Operations as Usual
2. Training of new operator

Wastewater Treatment Plants:

Arnold Wastewater Treatment Plant:

1. Operations as usual
2. Coordination with Engineering to provide operational data for the new clarifier design

Copper Cove Wastewater Treatment Plant:

1. Routine operations as required by permit.
2. The new slide gate was removed and installed by the mechanics. Division of Dams inspected and approved the installation.
3. Pond 6 is currently down to the required level for next winters I&I and daily flows.
4. Failed aerator in Pond 1 was removed and inspected by operators, tested by electricians and the motor removed and sent in for rebuilding by the mechanic's crew.

Copper Cove Wastewater Reclamation Plant:

1. RCP started and running.
2. Pond 6 dropping steadily.
3. Anticipate Pond 6 virtually empty.
4. Scheduled a coordination meeting with different field departments for the slide gate install on Pond 6

Country House Wastewater Facility:

1. Operations as usual

Forest Meadows Wastewater Treatment Plant:

1. Operations as usual
2. On-going work associated with the submission of an equipment submittal to Ops Management for a new UV System.
3. Multiple UV issues – worked with the electricians to resolve

Indian Rock Vineyards Wastewater Facility:

1. Operations as Usual - Weekly inspection of facility. Switched leach fields, tested pumps, changed chart, weekly reads for state compliance.
2. Troubleshoot high-level alarm issue in the West Field – worked with electrical to resolve

La Contenta Wastewater Treatment Plant:

1. Operations as usual

Mountain Retreat / Sequoia Woods Wastewater Facility:

1. Operations as usual

Six Mile Wastewater Collection System:

1. Monthly reads taken and report submitted to the City of Angels Camp

Southworth Wastewater Treatment Plant:

1. Operations as usual

Vallecito / Douglas Flat Wastewater Treatment Plant:

1. Operations as usual
2. Training of new Operator

West Point Wastewater Treatment Plant:

1. Operations as usual
2. On-going work with the District's consultant to facilitate plan development for the West Point/Wilseyville WWTP consolidation project.
3. Training new operator

Wilseyville Wastewater Facility:

1. Operations as usual

Distribution:

Copperopolis Distribution System:

SERVICE LINE WORK

1. Sunrise 1" 4 Gpm
2. Winchester 1" 5 Gpm
3. Sunrise 1" 4 Gpm
4. Brett Hart 1" 6 Gpm
5. Pheasant Run Dr 1" 4 Gpm
6. Sunrise 1" 3 Gpm
7. Dot Cir 1" 3 Gpm
8. Feather Dr 1" 4 Gpm
9. Cheyenne 1" 10 Gpm
10. Hi Point 1" 3 Gpm
11. Yolo Ct 3/4" 3 Gpm
12. Arrowhead Dr 1" 2 Gpm
13. Yuma Ct 3/4" 2 Gpm

MAIN LINE WORK

1. None during this time

Additional Work

1. USA's
2. Flushed 245,377 gallons.
3. Replaced 60' of 1" service line
4. Hydrant repair
5. 80 valves exercised.
6. Completed Tree Work for Pond 6 – Copper Cove WW

Ebbett's Pass Distribution System:

SERVICE LINE WORK

1. Dardanelle Vista
2. Dardanelle Vista
3. Navajo
4. Campfire Court
5. Cedar
6. Laurel Circle
7. Rocky Ridge Court
8. Tamarack
9. Shastan

MAIN LINE WORK

1. 2" Blue Bell – Inspiration Drive

Additional Work

1. Customer Service Work Orders - 62
2. USA Line Locates –1,089. Extensive work associated with USAs continues.
3. Hydro-flushing – Brice Station and Sierra Parkway

Jenny Lind Distribution System:

SERVICE LINE WORK

1. Greer
2. Cane
3. Goggin
4. Pollock Ct.
5. Hartvickson
6. Bartelink
7. Jenny Lind Vista Ct.
8. Cox
9. Sparrowk
10. DaLee
11. Dunn
12. Baldwin
13. Heineman
14. Jenny Lind Rd

15. Silver Rapids
16. Crotty
17. Crotty
18. Hautley
19. Hanley
20. Bartelink
21. Grisham
22. Kirby
23. Redman
24. Milton
25. Baldwin
26. Baldwin
27. Danaher
28. Hanley
29. Westhill
30. Harding
31. Matsumoto Ct.
32. Bartelink
33. Heney Ct.
34. Conner

MAIN LINE WORK

1. 6" main repair on Burns Court

ADDITIONAL WORK

1. Service Requests for the JL area including issues such as pressure problems, leak checks, meter installs, illegal tie ins, re-reads etc.
2. USA line locates for JL area.
3. Weekly tank and pump station checks
4. Monthly Tank Checks
5. Monthly Flushing including flushing on the lower end to resolve water quality issues
6. Vehicle inspections
7. Work orders
8. Clean-up and yard rehab on Burns Court post main break
9. Cost-To-Serve for new service – Dandelion Court
10. Repaired leak on effluent line at the D-Tank pressure station
11. Adjusted the PRV's at Mann and Baldwin and at Jenny Lind Road
12. Month end hydrant meter reads, fill station reads and Lancha Plana reads in La Contenta

West Point Distribution System:

SERVICE LINE WORK

1. Barney Way
2. Barney Way

MAIN LINE WORK

1. None during this period

ADDITIONAL WORK

1. USA Line locates
2. Service Requests ranging from Read/Leave Ons, Restores, Pressure issues, Re-reads.
3. Month-end fire hydrant, fill station, and Lancha Plana Program reads

Construction

1. Provided leak repair assistance to the Copper Cove, Jenny Lind, and Ebbetts Pass Distribution Crews
2. Completed the replacement of the re-circulating gravel filters at Indian Rock.
3. On-going work to facilitate the installation of a grit removal chamber at Vallecito WWTP.
4. Completed the FEMA-funded debris removal from the Bear Creek Diversion- West Point WTP
5. Prepared for the debris removal work effort over a gravity sewer line near the Logging Museum in White Pines

6. Attended site visits with DSOD and CA F&W for the tule removal project at White Pines

Collections:

1. Pulled and replaced pump 1 at LS 2 in Copper due to rags.
2. Called out to address off Ospital rd. Septic high level float relay in panel was bad.
3. Pumped and cleaned Mt. Retreat septic tanks
4. Continued marking USAs in Arnold plus district wide as needed
5. Pumped and cleaned Azalea Ct LS
6. Pumped and cleaned Six Mile LS
7. Pumped and cleaned Avery LS
8. Pumped and cleaned Lift Station 2 - Arnold due to rags
9. Cleaned septic tank at address off Main Street Vallecito due to baked up line to the house
10. Pumped and cleaned septic tank at address cemetery lane in West Point
11. Cleaned lake side LS in Forest Meadows
12. Pumped and cleaned lower cross-country LS (quarterly cleaning)-Copperopolis
13. Repaired water line leak at Forest Meadows WWTP head works
14. Called out to high level at LS 3 in Copper PLC went out.
15. Called out to Connor's main soft start failed on pump 1
16. Helped the Ebbetts Pass Distribution Crew with water system leak repair
17. Pulled pumps at LS 4 in Copper due to rags plugging pump 2
18. Continued with Cal-Fire on easement clearing in Arnold
19. Hydro'd lines in meadow above LS 3 in Arnold (yearly maintenance)
20. Helped the Copper Distribution Crew with water leaks
21. Called out to LS 4 high level bad low-level float
22. Pumped and cleaned back wash ponds at Jenny Lind WTP
23. TV'd lateral locations in Gold Creek unit 2
24. Pulled pump 1 at LS 14 due to pump failure caused by rags. Copperopolis
25. Pumped and cleaned lift station 18 due to rags and solids interfering with floats. Copperopolis
26. Flushed the sewer main at fire station in West Point
27. Pumped and cleaned septic tank on Spink rd. West Point
28. Pumped out grease trap and septic tank off Main Street West Point to abandon connection
29. Shut down Huckleberry main Lift Station for line relocation and replaced ARV-Night work
30. Pumped and cleaned lift station 18 again due to solids buildup
31. Crushed and filled in septic tanks at address off Main Street West Point to complete abandonment

Electrical:

1. Hooked up all electrical and instrumentation to filter #5 at JLWTP after rehab project was completed
2. Adjusted stator saturation parameters in soft starter for effluent pump #2 at CCWTP after several erratic starting sequences
3. Troubleshoot and repaired backwash valve failure at JLWTP filter #5, replaced failed electric over pneumatic controller
4. Replaced/wired new pump #1 at Copper Cove lift station #2 after failure of old pump
5. Troubleshoot and repaired failed septic control system at address off Ospital Road in Burson, tightened loose wires and installed new contactor
6. Confirmed proper control operation at Southworth WWTP after a PG&E power outage
7. Troubleshoot and repaired backwash return pumps at CCWTP, troubleshoot PLC control, found bad check valves additionally
8. Troubleshoot EQ blower at Wallace WWTP, no auto on the HMI since new, had it repaired under warranty
9. Troubleshoot backwash return system at West Point WTP, found pump #1 not pumping enough GPM, couldn't overcome head pressure
10. Unwired backwash return pump #1 at West Point WWTP, mechanical staff pulled the pump for rebuild or replacement

11. Troubleshoot starting problem for pump #1 at Conners Main lift station, replaced failed control relay
12. Troubleshoot and repaired communications failure at Copper Cove lift station #17, replaced failed power supply for the T96SR telemetry radio
13. Wired/set up/tested new headworks system at La Contenta WWTP
14. Assembled new Ubiquity high speed radio and delivered to Wallace WWTP, Gold Electric installed on the new radio tower
15. After hours troubleshoot of backup control system at Copper Cove lift station #3
16. Troubleshoot and replaced Modicon ANR-120-90 mixed I/O base after failure of old unit at Copper Cove lift station #3
17. Worked with A-TEEM on new SCADA system at Copper Cove WTP
18. Extended PLC timer in logic to prevent Copper Cove effluent valves "fail to close" nuisance alarm per CPO request
19. Troubleshoot and repaired VFD failure at DAF unit #1 at Forest Meadows WWTP
20. Walked operator through starter overload reset at Wallace WWTP
21. Troubleshoot and repaired tripped breaker for effluent pump #2 at Copper Cove WTP after failure
22. Troubleshoot and replaced failed sewer pump at Mountain Retreat lift station
23. Troubleshoot and repaired UV system and power conditioning UPS after water line burst and sprayed equipment at Forest Meadows WWTP
24. Troubleshoot and repaired aerator at Southworth WWTP
25. Troubleshoot and repaired EQ basin pump #3 at Vallecito WWTP after failure
26. After hours troubleshoot and repair of control system at Copper Cove lift station #4, replaced failed low level cutout float
27. Troubleshoot aerator in pond #1 at Copper Cove WWTP, megger test shows motor failure
28. Troubleshoot and repaired gate valve at Jenny Lind WTP pretreatment system after failure
29. Replaced faulty wire from disconnect to VFD for EQ basin pump at Vallecito WWTP
30. Troubleshoot and repaired alternation function of blowers at Jenny Lind WTP, replaced alternating relay and performed rewire of control system for proper functionality
31. Replaced failed ASCO valve solenoid on compressor tank for water purge at Hunters WTP after failure
32. Tested I/O points for final checkout at Wallace WWTP improvement project
33. Removed operator from Win911, SCADA Alarm and SCADA systems logins after termination
34. Troubleshoot and repaired bad float at Saddle Creek lift station #2, suspect broken conduit under slab
35. Troubleshoot influent pump #1 overload trip at Wallace WWTP, ordered new overload heaters
36. Added new power supply to automatic transfer switch control system at Copper Cove lift station #43
37. Replaced failed lamps with ballast less LED retrofit 4' lamps at Hunters WTP effluent building
38. Pulled wire and installed 120-volt receptacle on radio tower at the main office for an Ethernet power injector installed by IT department
39. Replaced overload units in pump #1 and #2 with proper FLA rated heaters to prevent nuisance tripping
40. Troubleshoot and repaired power conditioning UPS for UV system at FMWWTP after output voltage failure
41. Hooked up backup generator at Hunter Dam transfer switch, cleaned motor starter contacts and tested dam pump system before NCPA tunnel tap maintenance shutdown
42. Installed new ultrasonic flow meter at AWWTP headworks to replace old, failed unit
43. Completed Solar system backup control cabinets for the AMI radio read meter project

Mechanical:

1. System-wide Generator Checks and Re-fuel regimen
2. Removed and replaced the Copper Cove WWTP's Pond 6 slide gate
3. Replaced the air-actuated needle-valve on DAF Unit #1 at the Forest Meadows WWTP
4. Replaced the broken vent screen clamp on the A Tank vent – Jenny Lind System
5. Replaced the mechanical seals on pumps #1 and #2 at the Lakeside Lift Station in Forest Meadows
6. Adjusted the inlet control valve for Filter #2 – Hunters WTP
7. Fabricated slide gate and installed on the Bear Creek Diversion Dam – West Point WTP
8. Replaced the air compressor pressure switch – Jenny Lind WTP

9. Replaced AC compressor and vacuum pump on Truck #522 (2003 F350)
10. Replaced battery and re-charged the hi-voltage system on Veh #139 (2008 Escape)
11. Prepared for the NCPA Tunnel Tap outage at the Hunters WTP – Setup Surge relief on the pumps and verified ops with Plant Operators, Electrical, and Construction
12. Inspected drain on the La Contenta lower pond and worked to develop a remediation plan
13. Replumbed the piping on the Mountain Retreat Lift Station and installed a new pump
14. Designed, developed drawing, and fabricated a new enclosure around the Indian Rock WWTP's standby generator
15. Repaired the braking system on flatbed trailer #T06
16. Installed new air-dryer and air filters on the pneumatic system at the Hunters WTP
17. Set the bead on the tires for the backhoe
18. Replaced DEF tank heater on truck #551 – Collections 2012 F350)
19. Troubleshoot Gapvax DEF de-rate – found bad sensor – delivered for warranty sensor replacement
20. Replaced hydraulic hoses on S03 Skid Steer 4-in-1 bucket
21. Greased the tractor at the Southworth WWTP and installed the front cutting-edge on the bucket
22. Replaced one failed battery on the generator at the Sawmill PS and replaced failed battery tender
23. Inspected failed pump at the Big Trees 4&5 pump station and obtained information for replacement
24. Pulled tires off La Contenta Warehouse Backhoe to get them foam-filled
25. Replaced coolant bottle, sensor, and module on VacCon #126
26. Corrected leak and replaced grease fittings on pumps at the Larkspur Pump Station
27. Installed sunshades over digital control panels in Copperopolis
28. Replaced thermostat on Truck #618 (2008 Ford Ranger)
29. Removed backwash pump and delivered to repair shop – West Point WTP
30. Rebuilt cla-val and check valves at the Copper Cove WTP
31. Removed and delivered aerator for repair – Copper Cove WWTP
32. Replaced air-ram on filter – Hunters WTP

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