

BOARD OF DIRECTORS  
Special Meeting Agenda  
October 8<sup>th</sup>, 2024, 6:30 p.m.  
Board Room  
19039 Bay Street, El Verano  
(707) 996-1037

Board of Directors  
Jon Foreman, President  
Gary Bryant, Vice President  
Steven Caniglia  
Steve Rogers  
Colleen Yudin-Cowan

## PUBLIC NOTICE

### **Members of the public may participate in this open, public meeting in person.**

Time will be provided for public comment. Any member of the public wishing to speak will be allowed 3 minutes to make a statement. Board President will call for comments prior to the Board deliberating on pending action. However, please note that no action can be taken on any item unless printed on the agenda and included with the meeting notice. Therefore, any item discussed by members of the public and not shown on the agenda will only be received for information. The Board of directors may choose to set such item for future discussion and staff report. A full agenda packet is available at the District office for public view. A fee may be charged for copies. During the meeting, information and supporting materials are available in the Boardroom. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District as soon as possible, but at least two days prior to the meeting.

All open meetings are recorded. Recordings for each meeting are retained for a minimum of 90 calendar days and may be heard upon request, at no cost. Please contact a member of the District staff for assistance. ITEMS ON THIS AGENDA MAY BE TAKEN OUT OF THE ORDER SHOWN.

Any writings or documents provided to a majority of the Board regarding any item on this agenda will be made available for public inspection in the VOMWD office located at the above address during normal business hours.

### **1. CALL TO ORDER – PLEDGE – ROLL CALL**

### **2. PUBLIC COMMENTS:**

*This section of the agenda is provided so that the public may express comments on any item within the District's jurisdiction not listed on the agenda. Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or follow Board procedures to direct staff to place a matter of business on a future agenda. The public may express comments on agenda items at the time of Board consideration.*

### **3. CONSENT CALENDAR**

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Agenda for discussion, it will be considered separately. The consent calendar may be approved by a single motion.

**Item 3.A Minutes of the September 3<sup>rd</sup>, 2024 Board of Directors Regular Meeting**

**Item 3.B Minutes of the September 16<sup>th</sup>, 2024 Board of Directors Special Meeting**

#### 4. PUBLIC PRESENTATION, HEARING OR WORKSHOP

#### 5. FINANCE, ADMINISTRATIVE & OPERATIONAL REPORTS

Item 5.A Monthly Financial Reports & Disbursements

Staff Recommendation: Receive, and approve by roll call vote, the monthly financial reports & disbursements for the month of August 2024 in the amount of \$865,509.31

Item 5.B Administrative Report

Item 5.C Water Source Report

Item 5.D Operational Updates

#### 6. DIRECTORS' & COMMITTEE REPORTS

#### 7. GENERAL MANAGER'S AND DISTRICT COUNSEL'S REPORTS

Item 7.A September 23, 2024, Local Hazard Mitigation Plan (LHMP), Hazard Mitigation Planning Committee (HMPC) Annual Meeting Update

Item 7.B September 9<sup>th</sup> and October 7<sup>th</sup> Technical Advisory Committee (TAC) Meeting Updates

#### 8. DISCUSSION AND ACTION (GENERAL BUSINESS)

Item 8.A Award of Contract - Temelec 1M Water Tank Recoating and Retrofit Project #3031

Item 8.B Award of Contract - Donald Well Pump Replacement and Rehabilitation Project #3061

Item 8.C Consider Approval of the Annual AB 1600 Report for Fiscal Year 2023/2024

Item 8.D Consider Adopting Resolution No. 241001 Approving an Outside Service Area Agreement (OSAA) to Serve Two Existing Homes on the Former SDC Property Located at 14500 and 14600 Arnold Drive in Glen Ellen (APN: 054-090-001) and Authorizing the General Manager to Submit an OSAA Application to the Sonoma County Local Agency Formation Commission (LAFCO)

Item 8.E Consider Joining CalPERS California Employers' Pension Prefunding Trust Fund (CEPPT) and Approving the Delegation of Authority to Request Disbursements from CEPPT.

Item 8.F Consider Direction on Board Room Upgrades

9. CLOSED SESSION

10. REQUEST FOR FUTURE AGENDA ITEMS

11. ADJOURNMENT

The next scheduled Board meeting is a regular meeting at 6:30 p.m. on November 12<sup>th</sup>, 2024. Posted this 3<sup>rd</sup> day of October online and in three public places.

*Amanda Hudson*

Amanda Hudson, Board Secretary

VALLEY OF THE MOON WATER DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING MINUTES  
September 3, 2024

A Regular Meeting of the Board of Directors of the Valley of the Moon Water District was held on September 3, 2024. **Members of the public were provided the opportunity to participate in this open, public meeting in person.**

**1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - ROLL CALL**

**President Foreman** called the meeting to order at 6:30 P.M. PST.

Roll Call by **Secretary Hudson** noted the following present:

Directors:	Gary Bryant Steven Caniglia Jon Foreman Steve Rogers Colleen Yudin-Cowan
District Counsel:	Leah Castella
District Personnel:	Clayton Church, Water System Manager Matthew Fullner, General Manager Amanda Hudson, Administration Manager Oscar Madrigal, Finance Manager
District Auditor	Kinjal Patel, Harshwal & Company LLP
Public:	See sign-in sheet

**2. PUBLIC COMMENTS**

None

**3. CONSENT CALENDAR**

Item 3.A Minutes of the August 6th, Board of Directors Regular Meeting

**Director Yudin-Cowan** made a motion, seconded by **Director Bryant**, to approve the Consent Calendar.

The motion passed unanimously by voice vote.

<b>4. PUBLIC PRESENTATION, HEARING OR WORKSHOP</b>
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**Item 4.A District Financial Audit Presentation for Fiscal Year 2020-2021**

**Director Rogers** asked what the completion date is for the next audit. **Finance Manager Madrigal** said it will be completed in the next 2-3 months. **Director Rogers** said the Board needs a specific completion date. Before the next Board meeting, the Board would like an exact date for when the audit will be completed.

**Director Rogers** said he would like to understand more about internal controls for closing. **Finance Manager Madrigal** said there wasn't a clear procedure for closing out months and years. Staff are working on those procedures now. Things like CIP and inventory especially haven't had a good close out procedure. **General Manager Fullner** said the procedures developed will be in place moving forward, it will not show up on the next audit, however, it will show up when the current fiscal year is audited. **Finance Manager Madrigal** said the closing procedure will be documented so it's clear moving forward. Staff will also report the progress.

**Director Bryant** asked if there is anything else the District needs to do to improve as a result of the audit. **Finance Manager Madrigal** said primarily the closing procedure. Monthly financials seem to be good. Closing out CIP and capitalizing is what needs work. **General Manager Fullner** said as staff are developing these procedures, updates will be reported to the Board on a monthly or quarterly basis.

**President Foreman** opened the public hearing 6:53 pm.

There was no public comment.

**President Foreman** closed the public hearing 6:53 pm.

**Item 4.B Consider Ordinance No. 1015 Removing Section 3-6 "Reimbursement Provisions" from the District's Code**

**Director Rogers** asked if there is anybody out there that could get a rebate. **General Manager Fullner** said when the fee was removed the contract was amended. There is no longer contract language including reimbursement. It does not seem that there are any contracts with that language. These types of mainline extensions are not common. **Director Rogers** asked if somebody came back, how would the District handle that. **General Manager Fullner** said he would have to see the actual contract and see what they agreed to and signed. Potentially it would be discussed with legal. **District Counsel Castella** said it would become a matter of contract interpretation.

**Director Rogers** made a motion, seconded by **Director Caniglia**, to adopt Ordinance No. 1015 striking Section 3-6 from the District Code.

A roll call vote was taken:

Director Bryant	<u>Aye</u>
Director Caniglia	<u>Aye</u>
Director Foreman	<u>Aye</u>
Director Rogers	<u>Aye</u>
Director Yudin-Cowan	<u>Aye</u>

Ayes 5      Noes 0      Absent 0      Abstain 0

<b>5. FINANCE, ADMINISTRATIVE &amp; OPERATIONAL REPORTS</b>
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**Item 5.A Monthly Financial Reports & Disbursements**

Staff Recommendation: Receive, and approve by roll call vote, the monthly financial reports & disbursements for the month of July 2024 in the amount of \$959,235.71

**Director Rogers** said he is concerned about the revenue vs purchased water. **General Manager Fullner** said that is in part because the wells were not on in this period and more water was sold than projected. **Director Rogers** said he feels that there is enough of a variance that there should be an analysis performed. **Director Bryant** said the next time the numbers are that far off if staff can please bring an explanation to the Board meeting.

**Director Caniglia** made a motion, seconded by **Director Yudin-Cowan**, to receive and approve by roll call vote, the monthly financial reports & disbursements for the month of July 2024 in the amount of \$959,235.71

A roll call vote was taken:

Director Bryant	<u>Aye</u>
Director Caniglia	<u>Aye</u>
Director Foreman	<u>Aye</u>
Director Rogers	<u>Aye</u>
Director Yudin-Cowan	<u>Aye</u>

Ayes 5      Noes 0      Absent 0      Abstain 0

**Item 5.B Administrative Report**

**Item 5.C Water Source Report**

**Item 5.D Operational Updates**

**Director Rogers** asked when the seismic vulnerability project would be getting started. **General Manager Fullner** said that the RFP has already been sent out and is due October 7. **Director Rogers** asked if it is normal to have water lines embedded in the bridge structure. **General Manager Fullner** said yes there are a lot of ways to have that incorporated into a system.

6. DIRECTORS' COMMITTEE REPORTS

7. GENERAL MANAGER'S AND DISTRICT COUNSEL'S REPORTS

8. DISCUSSION AND ACTION (GENERAL BUSINESS)

**Item 8.A Consider Directing Staff to Send a Letter of Intent to Lease a Well and Purchase Water from Michael Larbre**

**Director Bryant** said it doesn't mention where the well would be drilled but he went back through it with a finer tooth comb and there is language that says "factors including but not limited to the following". Because the District has a relationship with this driller, it sounds like the District can have a say in that. **Director Rogers** said he is concerned about signing the agreement without knowing where the well will be. **General Manager Fullner** asked if District gets involved in the specifics of well placement, does it become a public works project. **District Counsel Castella** said there is not a clear line. District counsel would need to look at if specifying the location of a well would tip it to a public works project that would trigger prevailing wage and other public works project provisions. **Director Bryant** asked if the District delays in signing this agreement if it will have a negative effect on the relationship. **General Manager Fullner** said it will probably have some effect; however, the Board can provide conditional approval. **District Counsel Castella** said the Board could insert a bullet point that they have to disclose the well location and the Board has the right to veto it. **Director Rogers** said that the agreement should also include an expiration date; two years for example. **Director Bryant** said that the agreement should be revisited once a year; annual approval needed. **Director Yudin-Cowan** said a year may be too short, these things take time. **Director Bryant** said two years is ok. **President Foreman** asked if the Board was willing to approve the agreement as amended. All Board members agreed unanimously. **District Counsel Castella** said to confirm, the proposed changes are adding an expiration date to the letter of intent of two years and adding a veto clause for the location of the well.

**Item 8.B Discussion and Possible Board Direction to Revise the District's Meter Misread Policy**

**Director Rogers** said that he prefers the 6-month option so it's consistent with the customer dispute policy.

**Director Rogers** made a motion to change the unbilled usage back-billing to go back one year only.

**Director Yudin-Cowan** asked about the customers who have already had the existing policy applied. **Director Rogers** said that he proposes that they be paid back. **Director Yudin-Cowan** said she doesn't agree; they used the water and they should pay for it.

**Director Caniglia** asked if all the meters have been checked. **General Manager Fullner** said yes, there is an annual manual performed for every meter. **Director Rogers** said that wasn't done on these meters. **General Manager Fullner** said the majority of the meters have been read manually properly; there were a small amount that were only read with the radio which does not identify the truncation error.

**Director Rogers** said that if there is an error on the District side, customers are back-billed for three years. However, if there is an error on the customer's side, the District only pays back six months. **General Manager Fullner** said the section of Code that is referenced is talking about meter accuracy which is different from truncation, scrivener, or accounting errors. If a truncation, scrivener, or accounting error exists and the District owes the customer money, the policy says there is no limit to the payback period from the District to the customer, so more than three years. The only time when the District pays back three billing cycles, or six months, is when the meter itself is inaccurate more than 2% and they have petitioned the District to have the meter tested. This has only happened a handful of times. **District Counsel Castella** said this is good because for billing errors you are liable to the customer for more than six months and it sounds like that is reflected. The biggest concern about changing the policy is the risk of folks who have paid already. Going back and reimbursing would go back and solve that risk. It sounds like reimbursement for folks that have underpaid would be in the realm of \$10,000-\$40,000.

**Director Rogers** said he had a motion on the table. There was no second to the motion.

**District Counsel Castella** said that this item does not require action. No action means the policy stays the same. The issue with the truncation error is what generated the policy. When was this fully resolved? **General Manager Fullner** said a full audit of the system was completed last month. **District Counsel Castella** said as the problem becomes more remote the policy could be updated to reduce the number of years. Right now it's three years recognizing the problem extends back in time. We could come back a year from last month and change it to two years. And then come back a year later and change it to one year and leave it at that. That would resolve the fairness issue.

**District Counsel Castella** said it sounds like there is no action on the item, but does the Board want to direct staff to bring it back along the schedule discussed based on the risk of becoming more remote. **General Manager Fullner** said the Board could also direct staff now to make those changes in the coming years.

**Director Yudin-Cowan** made a motion, seconded by **Director Bryant**, that in one year the misread policy will be changed to reduce District Error back-billing from three (3) years to two (2) years, and the following year reduce District Error back-billing from two (2) years to one (1) year.

A roll call vote was taken:



Director Bryant            Aye  
Director Caniglia         Aye  
Director Foreman         Aye  
Director Rogers           Aye  
Director Yudin-Cowan     Aye

Ayes 5        Noes 0        Absent 0       Abstain 0

**Director Bryant** directed staff to discuss a three-year payment plan with the customer who came and petitioned at the last Board meeting.

**Item 8.C Board Discussion and Direction to Staff Regarding Board Room Updates**

**Director Rogers** directed staff to try spreading out at the next meeting with a table in the middle for the rest of the staff.

**Director Yudin-Cowan** said the carpet seems fine. Director Bryant said to leave it for a couple of years.

**District Counsel Castella** said there is no requirement for a District of this size to have electronic access to meetings but this comes up in legislation every year so there is a chance in the next two to three years there will be a requirement.

**Director Rogers** asked if there is a plug-in option for people hard of hearing. **General Manager Fullner** said he would look into it.

9.      CLOSED SESSION

10.     REQUEST FOR FUTURE AGENDA ITEMS

11.     ADJOURNMENT

**President Foreman** adjourned the meeting at 7:45 P.M. PST.

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Amanda Hudson, Board Secretary

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Jon Foreman, Board President

VALLEY OF THE MOON WATER DISTRICT  
BOARD OF DIRECTORS  
SPECIAL MEETING MINUTES  
September 16, 2024

A Special Meeting of the Board of Directors of the Valley of the Moon Water District was held on September 16, 2024. **Members of the public were provided the opportunity to participate in this open, public meeting in person.**

**1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - ROLL CALL**

**President Foreman** called the meeting to order at 4:05 P.M. PST.

Roll Call by **Secretary Hudson** noted the following present:

Directors: Gary Bryant  
Jon Foreman  
Steve Rogers  
Colleen Yudin-Cowan

District Personnel: Clayton Church, Water System Manager  
Matthew Fullner, General Manager  
Amanda Hudson, Administration Manager  
Oscar Madrigal, Finance Manager

Public: See sign-in sheet

**2. PUBLIC COMMENTS**

None

**3. DISCUSSION AND ACTION (GENERAL BUSINESS)**

**Item 8.A Award of Contract – ASR Pilot Test Appurtenance Project # 3038 & 3039**

**President Foreman** asked where the District will get the water for ASR. **General Manager Fullner** said from Sonoma Water. All of the other District wells will be turned off and that has been accounted for in the District’s production projections this fiscal year. The DWR grant will cover the costs for the approximate 30 acre-feet needed for the ASR pilot exercises.

**Director Rogers** asked if the pilot exercise takes 30 days. **General Manager Fullner** said there are five days of injections, then a rest period to extract followed by a 30-day injection period and rest to extract.

**Director Yudin-Cowan** asked what the contractor’s labor rate is. **General Manager Fullner** said it will coincide with prevailing wage. For informal bids the most competitive and complete bid wins. The breakdown of their cost is not provided. **Director Yudin-Cowan** said she feels that the bid does not address enough of the specifics. **Director Rogers** said if the agreement referenced drawings it would be more clear to the Board that there is an agreed upon specified scope of work. **General Manager Fullner** said this can be requested in the future.

**Director Yudin-Cowan** made a motion, seconded by **Director Bryant**, to authorize the General Manager to execute a contract with Weeks Drilling & Pump Co. for the construction of ASR Pilot Facilities in the amount of \$75,347.86 with a change order authority of 10%, for a total not to exceed amount of \$82,882.65.

A roll call vote was taken:

Director Bryant	<u>Aye</u>
Director Caniglia	<u>Absent</u>
Director Foreman	<u>Aye</u>
Director Rogers	<u>Aye</u>
Director Yudin-Cowan	<u>Aye</u>

Ayes 4      Noes 0      Absent 1      Abstain 0

<b>4.      REQUEST FOR FUTURE AGENDA ITEMS</b>
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None

<b>5.      ADJOURNMENT</b>
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**President Foreman** adjourned the meeting at 4:33 P.M. PST.

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Amanda Hudson, Board Secretary

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Jon Foreman, Board President

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors  
FROM: Oscar Madrigal, Finance Manager  
SUBJECT: Monthly Financial Reports & Disbursements for August 2024

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## Revenue

- August's operating revenue was \$1,067,536, which was over budget by \$132,660 when periodized and over budget by \$364,470 when using a straight-line average. August operating revenue was \$221,566 more than last fiscal year.
- Water deliveries continued to outpace projections through August. Because customers are billed bi-monthly, the increase in revenue generated from water deliveries takes a month to see.
- Through August, overall revenue is over projected figures by \$200,307.

## Salaries

- Salaries were 2% under budget for August. Salaries are periodized and consider employees' step increases and other earnings paid at specific times during the year.

## Purchased Water

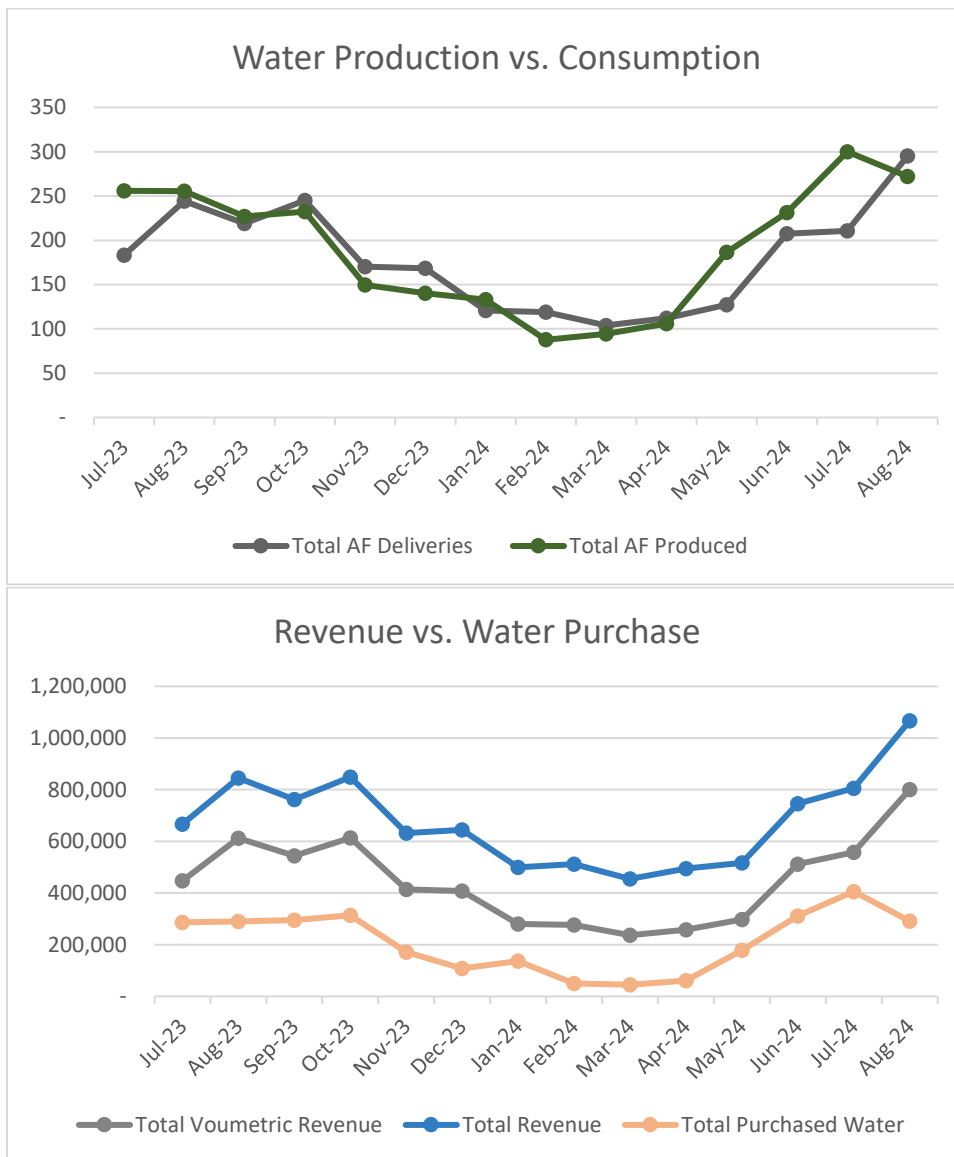
- Purchased water for August was under budget by \$9,358 when periodized.
- Purchased water through August is \$171,082 over budget.
- Water deliveries and agency-purchased water have increased significantly in the last few months, while well production is lower than usual. This has resulted in higher purchased water figures than originally forecasted.
- Production vs Consumption Comparison (monthly)

	Sonoma Water	District Wells	Total	AMI Consumption Data	Difference	Percent Difference
July	277.11	22.89	300	282.3	17.7	6.08%
August	193.17	79.08	272.25	233.95	38.3	15.13%

## Factors to consider:

- Sonoma Water and District wells read cycles don't entirely match (variance of a few days)
- AMI consumption data isn't perfect; periods where the meters do not have a signal will show no usage.
  - On average, 95.5% of the reads throughout the month come through. Some customers, based on location, at a much lower rate. It is challenging to get a true average.

- We did a Water Production vs. Consumption analysis for fiscal year 2023-2024 through August. We have included a couple of charts to visualize trends as well as the Revenue vs. Water Purchase, a further explanation will be provided verbally.



Transfer to/from reserves

- The annual O&M allocation to CIP is \$2,069,401. Year to date, the District has transferred \$344,900 to CIP.
- There is no annual budgeted transfer amount from undesignated reserves to O&M this fiscal year.
- O&M is anticipated to have a budget surplus of \$209,804 at the end of the fiscal year. The surplus will help fund the next fiscal year’s capital plan.

CIP

- YTD expenditures for CIP as of August 31, 2024, are \$109,586. This includes \$10,310 in expenditures for rollover CIP projects from FY 2023/24.

#### Report of Investment

- The Undesignated Reserves are positive \$794,525; this includes cash outflow of grant-funded CIP projects.
- The Undesignated Reserves are positive \$852,693 when adjusted for pending grant reimbursements.

#### Expenses

- Expenses without purchased water were under budget by 1%. Some expense accounts are over budget due to purchasing budgeted items early in the fiscal year. Total expenses are over budget by 4%.

#### Audit Update

- We have begun working with the auditors to complete the FY 2021-2022 audit. The auditors will finalize the audit by January 2025, provided that all pending requests and documents are fulfilled by November 2024.

#### **Recommendation:**

Receive and approve, by roll call vote, the monthly financial reports and disbursements in the amount of \$865,509.31 for the month of August.

#### **Attachments:**

Monthly Financial Disbursements  
Board of Directors Disbursements  
Monthly Revenue & Expense Comparison Report  
Report of Investments  
Capital Improvement Project Summary  
Capital Improvement Project – ASR Well Reports

**VALLEY OF THE MOON WATER DISTRICT**

**Monthly Financial Disbursements**

**August 2024**

**The following demands made against the District are listed for approval and authorization to pay, in accordance with Section 31302 of the California Water Code, being a part of the County Water District Law:**

<b>CK #</b>	<b>Vendor Name</b>	<b>Invoice Description</b>	<b>Amount</b>
41294	ACWA/JOINT POWERS INS.	WORKERS' COMPENSATION 04/01/24-06/30/24	16564.81
41295	AFLAC	AFLAC PREMIUM (JULY)	1306.37
41296	AT&T	TELEPHONE - ADMIN OFFICES 06/22/24-07/21/24	58.11
41297	CALIFORNIA SURVEYING/DRAFTING	NEW LOCATORS (2)	16768.17
41298	CINTAS	AED LEASE AGREEMENT	230.59
41299	CORBIN WILLITS SYSTEMS, INC.	MONTHLY ACCOUNTING & BILLING SOFTWARE (AUGUST)	1051.66
41300	EKI ENVIRONMENT & WATER	ALTIMIRA FIRE FLOW 6/1/24-6/30/24// PARK&VERANO ASR; WELL NO.11 REDRILL	15743.20
41301	INFOSEND, INC	JULY STATEMENT : BILL PROCESSING & POSTAGE (2OF2)	1282.76
41302	INSTRUMENT TECHNOLOGY CORP	REPLACEMENT BATTERY & CHARGER	302.53
41303	LEETE GENERATORS	GENERATOR - RETROFIT KIT & REPAIR/LABOR	2171.93
41304	KEVIN LOPEZ	O&M CLOTHING REIMBURSEMENT FY 24-25; D3 EXAM REIMBURSEMENT	400.00
41305	MODERN METHOD ROOFING &	ROOF REPAIR MAIN OFFICE-10% TOTAL CONTRACT AMOUNT	1027.50
41306	NORTH BAY PENSIONS, LLC	GASB 68 FOR YEAR ENDING JUNE 30, 2023 & GASB 75 FOR YEAR ENDING JUNE 30, 2024	2200.00
41307	PACE SUPPLY CORP.	PRV,EYE WASH STATIONS,VEHICLE MTNC,SERVICE REPAIRS,EMERG. TRAILIER-PARTS & MATERIALS; INVENTORY SUPPLIES	9703.16
41308	PETTY CASH	OFFICE SUPPLIES;TESTING STRIPS FOR SAMPLING;OVERAGE IN PETTY	94.49
41309	SMILE BUSINESS PRODUCTS	MONTHLY PRINTER LEASE 06/10/24-07/09/24	36.31
41310	SONOMA PAINT CENTER	BUILDING MTNC - PARTS FLOOR GRID	115.99
41311	SONOMA MATERIALS	PUMP STATION BATTERY WALL - CONCRETE PAD	120.71
41312	STANDARD INSURANCE CO.	GROUP INSURANCES LTD (JULY)	367.35
41313	STATIONARY ENGINEERS, LOCAL 39	UNION DUES FOR O&M (JULY)	930.80
41314	ULINE, INC	EYEWASH STATION (1)	356.91
41315	USA BLUEBOOK	WATER TREATMENT AND WELLS - PARTS AND MATERIALS	3128.79
41316	U.S. BANK EQUIPMENT FINANCE	EQUIPMENT REPLACEMENT - SHARP COPIER	104.42
41317	VERIZON WIRELESS	MACHINE TO MACHINE 06/13/24-07/12/24	185.52
41318	PATRICK BARNETTE	CUSTOMER REFUND	174.61
41319	DAKOTA HARE	CUSTOMER REFUND	107.14
41320	ALICE MICKLEWRIGHT	CUSTOMER REFUND	36.99
41321	IRA QUAKENBUSH	CUSTOMER REFUND	36.28
41322	GRAHAM SCHEIBLICH	CUSTOMER REFUND	253.03
41323	SONOMA MANAGEMENT	CUSTOMER REFUND	41.89
41324	PAUL WATTS	CUSTOMER REFUND	46.79
41325	MICAELA JIMENEZ	CUSTOMER REFUND	810.00
41326	ACWA/JPIA	ADJUSTMENT - GROUP INSURANCES (SEPT)	2791.81
41327	AUTOMATIONDIRECT.COM, INC.	LARBRE WELL (ADD SCADA) - PARTS AND MATERIALS	2650.05
41328	BOLD, POLISNER, MADDOW,	AUDIT QUESTION	270.00
41329	BURKE, WILLIAMS & SORENSEN, LLC	ATTORNEY FEES (JULY); LABOR NEGOTIATIONS (JULY); HR EXPENSES (JULY)	8782.50
41330	B.W.S. DISTRIBUTORS, INC	CALIBRATION INSTRUMENT/LABOR RATE	125.31
41331	CALTEST LABORATORY	ROUTINE WATER TESTING	1973.50
41332	CERVANTES LANDSCAPE, LLC	LANDSCAPING SERVICES (JULY)	250.00
41333	CHECKRITE BACKFLOW SVC.	ANNUAL BACKFLOW TESTING - HOA (2024)	7155.00
41334	CINTAS	SERVICE TO REPLENISH EMERGENCY SUPPLIES	108.77
41335	COMPLETE WELDERS SUPPLY	EQUIPMENT MTNC AND SMALL TOOLS AND EQUIPMENT - PARTS AND MATERIALS	150.31
41336	COMCAST	INTERNET SERVICES (AUGUST)	285.87
41337	CORE UTILITIES, INC.	CONSULTING SERVICES (JULY)	690.00
41338	DELL MARKETING L.P.	DEVICE UPGRADE - DELL LATITUDE 5430 RUGGED (3)	9369.33
41339	NICOLAS EVANSON	O&M CLOTHING ALLOWANCE - BOOTS & PANTS (FY24-25)	550.00
41340	FRIEDMAN'S HOME IMPROVEMENT	BLDG&EQUIP MTNC,WELLS, SERVICE REPAIRS,MAIN REPAIRS-PRTS/MTRLS;PUMP STATION BATTERY WALL, SMALL TOOLS	1561.53
41341	ITRON, INC.	MLOGONLINE - HOSTED SERVICE 1-999 9/1/24-8/31/25	1756.06
41342	LEETE GENERATORS	EQUIPMENT MTNC/REPAIRS- POLARIS CONNECTORS & DIAGNOSTICS	942.95
41343	NICK BARBIERI TRUCKING, LLC	FUEL	2616.35
41345	PARSONS LUMBER & HARDWARE	WELLS,SMALL TOOLS/EQUIPMENT,HYDRANT REPAIRS- PARTS AND MATERIALS; PUMP STATION BATTERY WALL-PARTS	704.36
41346	PACIFIC GAS & ELECTRIC CO	UTILITIES (JULY)	11251.12
41347	SUZANNE LARBRE	WATER PURCHASES : LARBRE WELL (JULY)	1883.35
41348	RECOLOGY SONOMA MARIN	TRASH DISPOSAL (JULY)	554.35
41349	NEW ANSWERNET, INC.	MONTHLY ANSWERING SERVICES (JULY)	129.04
41350	NAPA AUTO PARTS	20IN EXACT FIT BLADE & 5 GAL BUCKET	30.39
41351	SONOMA CO. WATER AGENCY	WATER PURCHASES 06/27/24-07/31/24	404137.94
41352	SONOMA VALLEY PEST CONT.	INSIDE PEST CONTROL	95.00
41353	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	134.41
41354	ULINE, INC	DRUM FAN FOR WELDING AREA	733.47
41355	USA BLUEBOOK	QUICK CONNECT REPLACEMENT REAGANTS - SAMPLING	884.67
41356	VERIZON WIRELESS	CELLPHONE SERVICE 07/04/24-08/03/24	447.22
41357	WATER FARM LLC	WATER PURCHASES : CRAIG WELL (JULY)	3.54
41358	W.K. MCLELLAN COMPANY	SERVICE REPLACEMENT, NEW SERVICE, AND MAIN REPAIR - PAVING	37174.43

**VALLEY OF THE MOON WATER DISTRICT**

**Monthly Financial Disbursements**

**August 2024**

<b>CK #</b>	<b>Vendor Name</b>	<b>Invoice Description</b>	<b>Amount</b>
41359	DELCLAUX TRUST	CUSTOMER REFUND - OVERPAYMENT	126.96
41361	ACWA/JOINT POWERS INS	ACWA/JPIA PROPERTY PROGRAM 07/01/24-06/30/25	33549.27
41362	AFLAC	AFLAC PREMIUM (AUGUST)	1276.14
41363	AT&T	TELEPHONE - ADMIN OFFICE 07/22/2024-08/21/2024	60.99
41364	AUTOMATIONDIRECT.COM, INC.	ADDING SCADA TO LARBRE WELL - PARTS AND MATERIALS	642.01
41365	SCOTT CALLOW	CASH FOR GRASS - 875 MARTIN ST	342.50
41366	CHECKRITE BACKFLOW SVC.	INV# ANNUAL BACKFLOW TESTING - STANDARD (2024)	2165.00
41367	CINTAS	RESPIRATORY PROTECTION CLASS/FIT TESTING	1216.05
41368	CITY RISE, LLC	ROLL UP SIGNS W/ STANDS	1146.60
41369	CORBIN WILLITS SYSTEMS, INC.	MONTHLY ACCOUNTING & BILLING SOFTWARE (SEPT)	1051.66
41370	EKI ENVIRONMENT & WATER	PROJ C30174.00 ALTIMIRA FIRE FLOW 7/1/24-7/31/24	2257.32
41371	FAUSTINO ENTERPRISES, INC	COMPLETE SERVICE ON TRUCK #42	890.30
41372	JON L. FOREMAN	REIMBURSEMENT - TRAVEL TO WAC/TAC MEETING	32.16
41373	GARY'S POOL SERVICE	CHLORINE THRU 07/30/24	2230.00
41374	GRAINGER	WATER TREATMENT - PARTS AND MATERIALS	250.62
41375	HARSHWAL & COMPANY, LLP	PROF FEE FOR AUDIT SRVCS FY ENDED 06/30/24	8274.00
41376	KEVIN LOPEZ	D3 CERTIFICATE - REIMBURSEMENT	90.00
41377	MISCO WATER	INV#37048B25411-PROMINENT DAC ANALYZER PACKAGE	8252.30
41378	MODERN METHOD ROOFING &	ROOF REPAIR MAIN OFFICE	9247.50
41379	PACE SUPPLY CORP.	H.H.LOWER PUMP REPLACE,MAIN REPAIRS,TEMELEC IRRIGATION ABANDON-PARTS/MATERIALS;INVENTORY SUPPLIES	6531.43
41380	SALOME SALANUEVA BILLY	EDUCATIONAL REIMBURSEMENT - SUMMER CLASSES &TEXTBOOK RENTAL	244.99
41381	SCULPTURAL GATES	GATE SERVICE - EXIT LOOP REPLACEMENT (YARD)	768.41
41382	SMILE BUSINESS PRODUCTS	MONTHLY PRINTER LEASE 07/10/24-08/09/24	36.31
41383	STANDARD INSURANCE CO.	GROUP INSURANCES LTD (AUGUST)	367.35
41384	STATIONARY ENGINEERS, LOCAL 39	UNION DUES FOR O&M (AUGUST)	874.53
41385	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	122.88
41386	SOILAND CO., INC.	ROCK MATERIAL	1547.18
41387	U.S. BANK EQUIPMENT FINANCE	EQUIPMENT REPLACEMENT - SHARP COPIER	104.42
41388	VERIZON WIRELESS	MACHINE TO MACHINE 07/13/24-08/12/24	178.92
ACH	CALIFORNIA EMPLOYMENT DEVELOPMENT	STATE PAYROLL TAXES 08/08/24	3611.58
ACH	CALIFORNIA EMPLOYMENT DEVELOPMENT	STATE SPECIAL PAYROLL TAXES 08/16/24	95.42
ACH	CALIFORNIA EMPLOYMENT DEVELOPMENT	STATE PAYROLL TAXES 08/22/24	3611.59
ACH	EFTPS FEDERAL TAX WITHHOLDING	FEDERAL PAYROLL TAXES 08/08/24	17184.19
ACH	EFTPS FEDERAL TAX WITHHOLDING	FEDERAL SPECIAL PAYROLL TAXES 08/16/24	472.49
ACH	EFTPS FEDERAL TAX WITHHOLDING	FEDERAL PAYROLL TAXES 08/22/24	17089.14
ACH	EXPERTPAY.COM	PERSONNEL-RELATED DISBURSEMENT PAYROLL 08/08/2024 & PAYMENT FEE	541.50
ACH	EXPERTPAY.COM	PERSONNEL-RELATED DISBURSEMENT PAYROLL 08/22/2024 & PAYMENT FEE	207.81
ACH	FIRST BANKCARD CENTER	O&M TRAINING;SUPPLIES FOR EMERG. TRAILER, CONSTRUCTION SIGNAGE;SAFETY MATERIALS;CAMLOCKS FOR TRUCKS	7479.61
ACH	PAYMENTUS CORPORATION	TRANSACTION FEES FOR JULY 2024	1217.35
ACH	PERS	CLASSIC RETIREMENT CONTRIBUTION PAYROLL 08/08/24	1759.47
ACH	PERS	CLASSIC RETIREMENT CONTRIBUTION PAYROLL 08/22/24	1759.47
ACH	PERS	DEFERRED COMP CONTRIBUTION PAYROLL 08/08/24	2150.00
ACH	PERS	DEFERRED COMP CONTRIBUTION PAYROLL 08/22/24	2050.00
ACH	PERS	HEALTH INSURANCE PREMIUM (AUGUST)	30603.07
ACH	PERS	PEPRA RETIREMENT CONTRIBUTION PAYROLL 08/08/24	9050.19
ACH	PERS	PEPRA RETIREMENT SPECIAL PAYROLL CONTRIB 08/16/24	207.33
ACH	PERS	PEPRA RETIREMENT CONTRIBUTION PAYROLL 08/22/24	8843.83
ACH	RETIREES	RETIREES BENEFITS (AUGUST)	3135.94
ACH	VALIC	401A CONTRIBUTION PAYROLL 08/08/24	250.00
ACH	VALIC	401A CONTRIBUTION PAYROLL 08/22/24	250.00
ACH	VALIC	DEFERRED COMP CONTRIBUTION PAYROLL 08/08/24	700.00
ACH	VALIC	DEFERRED COMP CONTRIBUTION PAYROLL 08/22/24	700.00
ACH	WESTAMERICA BANK	BANK CHARGES (JULY 2024)	550.31
ACH	WESTAMERICA BANK	PUMPING,WELLS-PRTS/MTRLS;SMALL TOOLS/EQUIP;OFFICE DUES/SUBS; OFFICE SUPPLIES;ACWA LEADER FORUM	4776.91

Net Payroll (After Deductions) 87,382.87

BOARD PRESIDENT

865,509.31

GENERAL MANAGER



Board of Directors  
August Disbursement

Regular Board Meeting 08/06/2024

Pay Date	Bryant	Foreman	Caniglia	Rogers	Yudin-Cowan
8/22/2024	221.00	221.00	221.00	221.00	221.00

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Total	221.00	221.00	221.00	221.00	221.00
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VALLEY OF THE MOON WATER DISTRICT  
MONTHLY REVENUE AND EXPENSE COMPARISON  
PERIOD ENDING AUGUST 31, 2024

83% of year remaining

	Actual	Actual	Approved Budget	Approved Budget (Monthly)	Current Month Actual	Variance (Mo)	Budget (YTD)	Fiscal Year To Date Actual	Variance (YTD)	Budget Remaining	% Remaining	Forecasting Notes & Significant Changes for 2024-2025
	22-23	23-24	24-25	AUGUST	AUGUST	AUGUST	07/24-06/25	07/24-06/25	07/24-06/25	24-25	24-25	
<b>Revenues</b>												
Interest Income	\$ 71,846	\$ 173,071	\$ 155,805	\$ 12,984	12,236	(748)	\$ 25,967	\$ 50,283	\$ 24,316	\$ 105,522	68%	
Gain on Sale of Assets	-	-	-	\$ -	-	-	\$ -	\$ -	\$ -	-	-	
Operating Revenue	6,362,546	7,593,965	8,436,790	\$ 934,876	1,067,536	132,660	\$ 1,673,088	1,873,395	\$ 200,307	6,563,395	78%	
Backflow Testing Revenue	45,681	46,341	51,596	\$ 4,300	5,499	1,199	\$ 8,599	7,734	\$ (865)	43,862	85%	This account offsets the backflow outside service expense account
Customer Penalties & Fees	63,987	64,715	23,640	\$ 1,970	6,421	4,451	\$ 3,940	11,854	\$ 7,914	11,786	50%	
Misc. Income	31,884	129,803	12,000	\$ 1,000	585	(415)	\$ 2,000	3,348	\$ 1,348	8,652	72%	
Leak Adjustments	(8,393)	(7,923)	(9,613)	\$ (1,065)	(781)	284	\$ (1,906)	(808)	\$ 1,099	(8,805)	92%	
<b>Total Revenue</b>	<b>6,567,551</b>	<b>7,999,972</b>	<b>8,670,218</b>	<b>954,065</b>	<b>1,091,496</b>	<b>137,431</b>	<b>1,711,689</b>	<b>1,945,806</b>	<b>234,118</b>	<b>6,724,412</b>	<b>78%</b>	
<b>Expenses</b>												
<b>Salaries:</b>												
O&M - Operating Wages	962,035	1,016,310	1,105,430	\$ 84,356	76,687	(7,669)	\$ 168,712	171,700	2,988	933,730	84%	
Stand-By	32,103	32,150	35,371	\$ 2,948	2,673	(275)	\$ 5,895	5,398	(497)	29,973	85%	
<b>Net O&amp;M Operating Wages</b>	<b>994,138</b>	<b>1,048,460</b>	<b>1,140,801</b>	<b>87,304</b>	<b>79,360</b>	<b>(7,943)</b>	<b>174,607</b>	<b>177,098</b>	<b>2,491</b>	<b>963,703</b>	<b>84%</b>	
Administration	613,051	705,553	768,149	\$ 57,179	56,057	(1,122)	\$ 113,919	109,537	(4,382)	658,612	86%	
Temporary Employees	-	-	-	\$ -	-	-	\$ -	-	-	-	-	
<b>Total Salaries</b>	<b>1,607,189</b>	<b>1,754,013</b>	<b>1,908,949</b>	<b>144,482</b>	<b>135,417</b>	<b>(9,065)</b>	<b>288,526</b>	<b>286,635</b>	<b>(1,891)</b>	<b>1,622,314</b>	<b>85%</b>	
<b>Weighted Wages Transferred to Capital Projects</b>	<b>(601,892)</b>	<b>(438,503)</b>	<b>(477,237)</b>	<b>(36,049)</b>	<b>(33,854)</b>	<b>2,195</b>	<b>(71,986)</b>	<b>(71,659)</b>	<b>328</b>	<b>(405,579)</b>	<b>85%</b>	
<b>Net Operating Wages</b>	<b>1,005,297</b>	<b>1,315,510</b>	<b>1,431,712</b>	<b>108,433</b>	<b>101,563</b>	<b>(6,870)</b>	<b>216,540</b>	<b>214,976</b>	<b>(1,564)</b>	<b>1,216,736</b>	<b>85%</b>	Net Wages used to calculate Net Position

VALLEY OF THE MOON WATER DISTRICT  
MONTHLY REVENUE AND EXPENSE COMPARISON  
PERIOD ENDING AUGUST 31, 2024

83% of year remaining

	Actual	Actual	Approved Budget	Approved Budget (Monthly)	Current Month Actual	Variance (Mo)	Budget (YTD)	Fiscal Year To Date Actual	Variance (YTD)	Budget Remaining	% Remaining	Forecasting Notes & Significant Changes for 2024-2025
	22-23	23-24	24-25	AUGUST	AUGUST	AUGUST	07/24-06/25	07/24-06/25	07/24-06/25	24-25	24-25	
<b>Benefits:</b>												
O&M - Operating & Maintenance Administration	195,575	232,769	243,149	20,262	19,953	(309)	\$ 40,525	42,821	2,296	200,328	82%	
Retirees	122,828	125,741	128,662	10,722	10,482	(240)	\$ 21,444	20,963	(481)	107,699	84%	
	62,324	49,141	65,917	5,493	5,285	(208)	\$ 10,986	9,260	(1,726)	56,657	86%	
<b>Total Benefits</b>	<b>380,727</b>	<b>407,651</b>	<b>437,727</b>	<b>36,477</b>	<b>35,720</b>	<b>(757)</b>	<b>72,955</b>	<b>73,044</b>	<b>89</b>	<b>364,683</b>	<b>83%</b>	
<b>Mandatory Costs</b>												
<b>Workers Comp:</b>												
Operating & Maintenance Acct/Administration	50,657	50,116	39,683	3,307	-	(3,307)	\$ 6,614	-	(6,614)	39,683	100%	
	6,814	7,329	5,774	481	-	(481)	\$ 962	-	(962)	5,774	100%	
<b>FICA/Medicare:</b>												
Operating & Maintenance Administration	76,190	79,679	86,353	7,196	5,898	(1,298)	\$ 14,392	13,030	(1,362)	73,323	85%	
	41,731	48,139	54,759	4,563	4,144	(419)	\$ 9,126	8,154	(972)	46,605	85%	
<b>District Portion/Retirement:</b>												
Operating & Maintenance Administration	88,765	97,007	96,880	8,073	6,849	(1,224)	\$ 16,147	14,935	(1,212)	81,945	85%	
	65,275	77,011	83,438	6,953	6,530	(423)	\$ 13,906	12,909	(997)	70,529	85%	
CalPERS Accrued Liability	241,836	229,834	272,276	22,690	22,634	(55)	\$ 45,379	45,269	(111)	227,007	83%	
<b>Total Mandatory Costs</b>	<b>571,268</b>	<b>589,115</b>	<b>639,164</b>	<b>53,264</b>	<b>46,055</b>	<b>(7,208)</b>	<b>106,527</b>	<b>94,297</b>	<b>(12,230)</b>	<b>544,867</b>	<b>85%</b>	
<b>Travel &amp; Training</b>												
Operating & Maintenance Administration	4,066	13,239	13,985	1,165	2,728	1,563	\$ 2,331	4,515	2,184	9,470	68%	ACWA Conference
	3,547	6,629	11,007	917	3,796	2,879	\$ 1,835	5,446	3,612	5,561	51%	ACWA Conference
<b>Total Travel &amp; Training</b>	<b>7,613</b>	<b>19,868</b>	<b>24,992</b>	<b>2,083</b>	<b>6,524</b>	<b>4,441</b>	<b>4,165</b>	<b>9,961</b>	<b>5,796</b>	<b>15,031</b>	<b>60%</b>	
<b>Board of Directors:</b>												
Meeting Compensation	19,235	16,276	24,109	2,009	1,190	(819)	\$ 4,018	2,379	(1,639)	21,730	90%	
Travel & Training	3,334	1,887	4,111	343	48	(295)	\$ 685	69	(616)	4,042	98%	
<b>Total Board Expenses</b>	<b>\$ 22,569</b>	<b>\$ 18,163</b>	<b>\$ 28,220</b>	<b>\$ 2,352</b>	<b>1,238</b>	<b>(1,114)</b>	<b>4,703</b>	<b>2,448</b>	<b>(2,255)</b>	<b>25,772</b>	<b>91%</b>	
<b>Purchased Water</b>												
Purchased Water	\$ 1,900,631	\$ 2,247,293	\$ 2,488,078	300,925	291,567	(9,358)	\$ 526,510	697,592	171,082	1,790,486	72%	Water Deliveries Increased
GSA Fee	7,393	7,465	15,000	1,250	1,282	32	\$ 2,500	2,564	64	12,436	83%	
<b>Total Purchased Water</b>	<b>\$ 1,908,024</b>	<b>\$ 2,254,758</b>	<b>\$ 2,503,078</b>	<b>\$ 302,175</b>	<b>\$ 292,849</b>	<b>\$ (9,326)</b>	<b>\$ 529,010</b>	<b>\$ 700,156</b>	<b>\$ 171,146</b>	<b>\$ 1,802,922</b>	<b>72%</b>	

VALLEY OF THE MOON WATER DISTRICT  
MONTHLY REVENUE AND EXPENSE COMPARISON  
PERIOD ENDING AUGUST 31, 2024

83% of year remaining

	Actual	Actual	Approved Budget	Approved Budget (Monthly)	Current Month Actual	Variance (Mo)	Budget (YTD)	Fiscal Year To Date Actual	Variance (YTD)	Budget Remaining	% Remaining	Forecasting Notes & Significant Changes for 2024-2025
	22-23	23-24	24-25	AUGUST	AUGUST	AUGUST	07/24-06/25	07/24-06/25	07/24-06/25	24-25	24-25	
<b>Services &amp; Supplies</b>												
Safety & Clothing Allowance	16,522	19,960	12,534	1,045	171	(874)	\$ 2,089	2,833	744	9,701	77%	Items purchased early in the fiscal year
COVID-19 Response	593	-	-	-	-	-	\$ -	-	-	-	-	
Vehicle Maintenance	18,608	22,279	16,099	1,342	3,549	2,207	\$ 2,683	4,433	1,750	11,666	72%	Radiator Replacement - Truck #44
Election Costs	25,854	-	62,203	5,184	-	(5,184)	\$ 10,367	-	(10,367)	62,203	-	
Employee Relations	3,956	4,229	5,493	458	104	(354)	\$ 916	243	(673)	5,250	96%	
Legal Fees	114,012	106,375	73,935	6,161	6,484	323	\$ 12,323	13,369	1,047	60,566	82%	
SDC Expenses	-	14,559	30,000	2,500	-	(2,500)	\$ 5,000	-	(5,000)	30,000	100%	
HR Expenses	-	3,605	5,163	430	440	10	\$ 861	2,338	1,477	2,826	55%	
Engineering General Support	2,045	7,275	3,955	330	-	(330)	\$ 659	-	(659)	3,955	100%	
Advertising	732	6,834	1,033	86	-	(86)	\$ 172	-	(172)	1,033	100%	
Outside Services	32,992	24,837	35,025	2,919	2,349	(570)	\$ 5,838	5,596	(241)	29,429	84%	
Outside Services Backflow	23,374	57,429	51,596	4,300	15,719	11,419	\$ 8,599	15,719	7,120	35,877	70%	This account offsets the backflow testig revenue account
Annual Audit	-	-	21,323	1,777	8,274	6,497	\$ 3,554	8,274	4,720	13,049	61%	
Bad Debts/Collections	26,950	8,135	13,788	1,149	-	(1,149)	\$ 2,298	4,840	2,542	8,948	65%	
Building MTNC.	8,573	21,195	9,825	819	948	129	\$ 1,638	1,266	(372)	8,559	87%	
Dues and Subscriptions	24,984	25,991	29,206	2,434	1,911	(523)	\$ 4,868	3,663	(1,205)	25,543	87%	
Equipment MTNC./Repairs	23,795	25,162	25,157	2,096	955	(1,141)	\$ 4,193	5,426	1,233	19,731	78%	Generator Retrofit/Repair
Fees (County/State)	63,441	66,595	74,975	6,248	1,550	(4,698)	\$ 12,496	13,089	593	61,886	83%	LAFCO
Fuel	33,775	36,475	38,550	3,213	2,616	(597)	\$ 6,425	5,300	(1,125)	33,250	86%	
Bank Charges	11,297	19,072	18,585	1,549	1,467	(82)	\$ 3,098	3,277	180	15,308	82%	
Liability Ins. (Incl. Losses)	70,079	88,758	104,280	8,690	8,136	(554)	\$ 17,380	16,272	(1,108)	88,008	84%	
Postage	20,663	22,666	26,600	2,217	1,754	(463)	\$ 4,433	3,615	(818)	22,985	86%	
Public Information	6,324	4,346	5,567	464	-	(464)	\$ 928	-	(928)	5,567	100%	
Service Contracts	68,448	64,458	82,124	6,844	5,947	(897)	\$ 13,687	11,895	(1,792)	70,229	86%	
Office Supplies	12,563	6,630	9,043	754	311	(443)	\$ 1,507	1,153	(354)	7,890	87%	
Telephone-Internet	16,243	16,720	18,444	1,537	1,499	(38)	\$ 3,074	4,126	1,052	14,318	78%	
Small Tools & Equipment	19,590	30,869	28,612	2,384	455	(1,929)	\$ 4,769	17,915	13,146	10,697	37%	Budgeted items purchased early in the fiscal year. New locators
Trash Disposal	6,133	7,025	7,046	587	674	87	\$ 1,174	1,229	55	5,817	83%	
Utilities - PG&E	181,618	200,358	210,044	17,504	24,646	7,142	\$ 35,007	35,897	890	174,147	83%	
Professional Services	124,312	47,093	111,060	9,255	1,680	(7,575)	\$ 18,510	2,370	(16,140)	108,690	98%	
Water Testing	46,360	36,787	46,271	3,856	3,149	(707)	\$ 7,712	7,728	16	38,543	83%	
Water Main Maintenance	5,142	7,525	51,162	4,264	7,415	3,152	\$ 8,527	7,468	(1,059)	43,694	85%	
Service Line Maintenance	6,190	3,957	11,315	943	41	(902)	\$ 1,886	205	(1,681)	11,110	98%	
Hydrant Repairs	1,414	175	4,394	366	-	(366)	\$ 732	11	(721)	4,383	100%	
Misc. System Maintenance	6,243	21,542	5,525	460	645	185	\$ 921	(1,963)	(2,884)	7,488	136%	
Wells Maintenance	12,305	9,598	20,777	1,731	(773)	(2,504)	\$ 3,463	2,019	(1,444)	18,758	90%	
Pump Maintenance	9,224	21,306	11,364	947	5,156	4,209	\$ 1,894	5,541	3,647	5,823	51%	Heaven Hill pump replacement
Storage Tank Maintenance	8,930	12,909	12,906	1,076	109	(967)	\$ 2,151	109	(2,042)	12,797	99%	
Water Conservation Program	18,486	6,599	28,084	2,340	636	(1,704)	\$ 4,681	1,086	(3,595)	26,998	96%	
Interest Expense	(38)	-	0	0	-	-	\$ -	-	-	-	0%	
Equipment Replacement	3,020	1,373	3,057	255	870	615	\$ 510	974	465	2,083	68%	Budgeted items purchased early in the fiscal year. Laptop
<b>Total Services &amp; Supplies</b>	<b>1,074,752</b>	<b>1,080,700</b>	<b>1,326,120</b>	<b>110,510</b>	<b>108,887</b>	<b>(1,623)</b>	<b>\$ 221,020</b>	<b>207,316</b>	<b>(13,704)</b>	<b>1,118,804</b>	<b>84%</b>	
<b>Total Expenses</b>	<b>4,970,250</b>	<b>5,685,765</b>	<b>6,391,013</b>	<b>615,293</b>	<b>592,836</b>	<b>(22,456)</b>	<b>\$ 1,154,921</b>	<b>1,302,198</b>	<b>147,277</b>	<b>5,088,815</b>	<b>80%</b>	
<b>Revenues Less Expenses</b>	<b>1,597,301</b>	<b>2,314,207</b>	<b>2,279,205</b>	<b>338,772</b>	<b>498,660</b>	<b>159,888</b>	<b>\$ 556,768</b>	<b>643,608</b>	<b>86,840</b>	<b>1,635,597</b>	<b>72%</b>	
<b>O&amp;M Allocation to CIP</b>	<b>(2,494,894)</b>	<b>(682,323)</b>	<b>(2,069,401)</b>	<b>(172,450)</b>	<b>(172,450)</b>	<b>-</b>	<b>\$ (344,900)</b>	<b>(344,900)</b>	<b>-</b>	<b>(1,724,501)</b>	<b>83%</b>	
<b>Transfer to/from Undesignated Reserves</b>	<b>\$ (897,592)</b>	<b>\$ 1,631,884</b>	<b>\$ 209,804</b>	<b>\$ 166,322</b>	<b>\$ 326,210</b>	<b>\$ -</b>	<b>\$ 211,868</b>	<b>\$ 298,708</b>	<b>\$ -</b>	<b>\$ (88,904)</b>	<b>-42%</b>	

VALLEY OF THE MOON WATER DISTRICT  
 REPORT OF INVESTMENTS AND RESERVES  
 For the Month Ended August 2024

Start of Fiscal Year

	LAIF	\$	2,268,168
	SCIP		128,889
	TVI		2,090,097
Westamerica Bank Checking/Petty Cash			1,061,092
Total Beginning Cash	\$		5,548,245

Average Rate of Interest

Year To Date

	LAIF	\$	2,268,168	4.579%
	SCIP		128,889	3.440%
	TVI		2,102,333	4.780%
Westamerica Bank Checking/Petty Cash			719,728	
Total ending Cash	\$		5,219,118	

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		Outstanding Payments	\$	(95,354)
		Adjusted Cash/Investment Balance		5,123,764
 (1) Board Designated Reserves (Board Approved with 23/24 Budget)				
(a) Operations & Maintenance Reserve (3 Months Operations)				(1,597,753)
(b) Rate Stabilization Reserve				(722,518)
(c) Capital Improvement Program				(930,000)
Total Board Designated Reserves				(3,250,271)
Remaining Cash/Investment Balance	\$			1,873,493
 (2) Year To Date Capacity Fees Collected FY 24/25				
Previous Capacity Fees Balance				(254,435)
Capacity Fees to CIP FY 24/25				360,000
Total Capacity Fees Restricted Funds				69,362
 (3) FY 2023-2024 Board Approved Capital Projects				
Year to Date Capital Project Disbursements				99,276
Remaining Transfer of Current Year Revenues to Capital Project Fund				2,150,831
Rollover Projects FY22-23				(827,750)
Year to Date Rollover Projects Disbursements				10,310
YTD Capital Project Unexpended funds				(1,148,330)
Undesignated Reserves- funding for remaining 5-Year Capital Plan	\$			794,525
Pending Grant Expense Reimbursements	\$			58,168
Adjusted Undesignated Reserves	\$			852,693
Remaining 5-Year Capital Plan	\$			13,960,731

Project #	Project	Improvement Description	CIP Roll Over	Current CIP Budget	Total CIP Budget	Current Month - AUG	YTD Expenditures	Budget Remaining	% Remaining
			2023/24	2024/25	2024/25				
<b>Facilities and Maintenance Projects</b>									
CIP-3015	Caltrans Project on Hwy 12	Work done by Caltrans affecting District facilities.	50,000	-	50,000	-	-	50,000	100%
CIP-6001	New Services	Customer pays 100%.	-	-	-	4,014	5,061		
CIP-6004	All Service Replacements	All service replacements combined.	-	59,000	59,000	33,052	33,760	25,240	43%
CIP-8100	Valve Replacement Program	Valve replacement for system reliability and control.	-	59,000	59,000	662	662	58,338	99%
CIP-3047	Seismic Vulnerability Assessment (LHMP)	From LHMP. District to pay 100% of assessment. District will seek FEMA grant funds for resulting projects.	21,758	228,242	250,000	-	-	250,000	100%
CIP-3050	Lead Service Line Inventory	LCRR - Required by federal EPA.	-	73,010	73,010	3,568	12,737	60,273	83%
CIP-3053	Spare Generator purchase	In case of failure in generator (The District operates many older generators that may fail at any time).	-	109,007	109,007	108	108	108,899	100%
CIP-3054	IPMHG Assessment	Assess the value of installing inpipe micro hydro generators at specific locations in the distribution system. This may lead to further engineering and equipment purchases.	-	8,000	8,000	-	-	8,000	100%
CIP-2991	GPS Facilities	Finish GPSing the meters and valves. Assumes \$50 per location.	-	59,000	59,000	851	851	58,149	99%
CIP-3055	District Device upgrade	Equipment upgrades needed to facilitate mobile workorder systems. Includes mounting, software, 3 laptops, 1 desktop, 2 ipads.	-	21,384	21,384	10,539	12,145	9,239	43%
CIP-3056	Temelec Area Irrigation service line abandonment	Re-evaluate after first year for future funding.	-	59,000	59,000	4,136	4,136	54,864	93%
CIP-3057	1-1/2 & 2" PB service line replacement	Re-evaluate after first year for future funding.	-	59,000	59,000	-	-	59,000	100%
CIP-3058	Boardroom Upgrade		-	40,436	40,436	325	325	40,111	99%
CIP-3059	Roof Repair on Main Office Building	Leaking roof caused framing damage.	-	44,929	44,929	9,248	10,362	34,567	77%
CIP-3060	SDC Evaluation	Evaluate water treatment plant and transmission systems for needed upgrades and provide OPC for construction.	-	280,809	280,809	-	87	280,722	100%
CIP-3065	Water Master Plan - Prioritized CIP List	Develop and updated WMP prioritized CIP List	-	151,597	151,597	650	650	150,947	100%
<b>Total Facilities and Maintenance Projects</b>			<b>71,758</b>	<b>1,252,414</b>	<b>1,324,172</b>	<b>67,151</b>	<b>80,882</b>	<b>1,243,291</b>	<b>94%</b>

Project #	Project	Improvement Description	CIP Roll Over	Current CIP Budget	Total CIP Budget	Current Month - AUG	YTD Expenditures	Budget Remaining	% Remaining
			2023/24	2024/25	2024/25				
<b>Pipeline Projects</b>									
CIP-3022	WMP: P-7. Altamira Middle School Fire Flow Improvement	Replace existing 6-inch and 8-inch PVC and ACP water mains with new 12-inch PVC water mains along Arnold Drive, replace existing 6-inch pipe with new 8 and 12-inch pipe adjacent to Altamira Middle School, replace 15 existing service connections, and replace three existing fire hydrants.	136,236	-	136,236	2,257	2,640	133,596	98%
<b>Total Pipeline Projects</b>			<b>136,236</b>	<b>-</b>	<b>136,236</b>	<b>2,257</b>	<b>2,640</b>	<b>133,596</b>	<b>98%</b>

Project #	Project	Improvement Description	CIP Roll Over	Current CIP Budget	Total CIP Budget	Current Month - AUG	YTD Expenditures	Budget Remaining	% Remaining	
			2023/24	2024/25	2024/25					
<b>Wells, Pumping, &amp; Supply</b>										
CIP-2989	Redrill Park	Drilled next to & operated with existing well. Develop a minimum 100gpm District owned Well.	575,906	-	575,906	1,409	3,242	572,665	99%	
CIP-3046	Pump Station Battery Wall	A battery wall would operate the remote site during power outages unless a large power demand occurs (i.e. water pumps are called by SCADA) in which case the existing generator would turn on and supply the needed power. This would reduce the number of fuel deliveries needed in an emergency , increasing the District's staff time to respond to the emergency in other ways (i.e. leak response/system inspections etc.)	43,850	-	43,850	2,306	4,429	39,421	90%	
CIP-3061	Recommended in Energy Eval report 2024 - Donald well pump replacement	Replace well pump with high efficiency, add VFD, video well, replace column pipe & add sounding tube.	-	77,300	77,300	-	-	77,300	100%	
CIP-3062	Recommended in Energy Eval report 2024 - Hannah BPS	Replace both pumps with high efficiency, (In house staff). Includes \$7K for two Badger meters that will allow SCADA and AML data.	-	32,574	32,574	-	108	32,466	100%	
CIP-3063	Add SCADA to Larbre well	Improve data and controllability.	-	16,849	16,849	12,500	12,500	4,348	26%	
<b>Total Wells</b>			<b>619,756</b>	<b>126,722</b>	<b>746,478</b>	<b>16,216</b>	<b>20,279</b>	<b>726,200</b>	<b>97%</b>	
<b>Tanks</b>										
CIP-3031	Temelec 1M Tanks Recoating & Railing	This is the last tank in the system with the old "cold-tar" interior coating. The coating is cracked and no longer providing protection to the steel tank. This is a good time to add the required railing, solar mounting brackets, and new mag rod cathodic protection in both Temelec tanks and Chestnut tank. Includes \$200K for road paving at Temelec.	-	1,185,012	1,185,012	970	2,425	1,182,587	100%	
CIP-3064	Replace section Sobre Vista 30K roof.		-	16,849	16,849	3,254	3,362	13,487	80%	
<b>Total Tanks</b>			<b>-</b>	<b>1,201,860</b>	<b>1,201,860</b>	<b>4,224</b>	<b>5,786</b>	<b>1,196,074</b>	<b>100%</b>	
			<b>Total</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 24-25</b>	<b>Current Month - AUG</b>	<b>YTD Expenditures</b>	<b>Budget Remaining</b>	<b>% Remaining</b>
<b>Total Water System Improvements:</b>			<b>\$ 827,750</b>	<b>\$ 2,580,997</b>	<b>\$ 3,408,747</b>	<b>\$ 89,848</b>	<b>\$ 109,586</b>	<b>\$ 3,299,161</b>	<b>97%</b>	
<b>ASR Projects</b>										
CIP-3038	Park Well ASR	Grant Funded Projects	-	-	-	5,449	28,185	-	-	
CIP-3039	Verano Well ASR	Grant Funded Projects	-	-	-	6,633	29,983	-	-	
<b>Total ASR Projects</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>12,081</b>	<b>58,168</b>	<b>-</b>	<b>-</b>	



**MONTHLY REVENUE AND EXPENSE COMPARISON  
PERIOD ENDING AUGUST 31, 2024**

Current Month Actual      Project To Date Actual

**PARK WELL ASR - CIP 3038**

Aug-24

Jun 2022 - Aug 2024

Notes

**Revenues**

Grant Revenue	-	793,419
<b>Total Revenue</b>	<b>-</b>	<b>793,419</b>

**Expenses**

**Salaries:**

O&M - Operating Wages	123	2,959
Administration	-	1,918
<b>Total Salaries</b>	<b>123</b>	<b>4,877</b>

**Services & Supplies**

Services & Supplies	5,325	816,727
<b>Total Services &amp; Supplies</b>	<b>5,325</b>	<b>816,727</b>
Total Expenses	5,449	821,604
<b>Revenues Less Expenses</b>	<b>(5,449)</b>	<b>(28,185)</b>

**MONTHLY REVENUE AND EXPENSE COMPARISON  
PERIOD ENDING AUGUST 31, 2024**

Current Month Actual      Project To Date Actual

**VERANO WELL ASR - CIP 3039**

Aug-24

Jun 2022 - Aug 2024

Notes

**Revenues**

Grant Revenue	-	417,286	
<b>Total Revenue</b>	-	<b>417,286</b>	

**Expenses**

**Salaries:**

O&M - Operating Wages	1,307	3,003	
Administration	-	3,998	
<b>Total Salaries</b>	<b>1,307</b>	<b>7,001</b>	

**Services & Supplies**

Services & Supplies	5,325	440,268	
<b>Total Services &amp; Supplies</b>	<b>5,325</b>	<b>440,268</b>	

Total Expenses	6,633	447,269	
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<b>Revenues Less Expenses</b>	<b>(6,633)</b>	<b>(29,983)</b>	
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# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Amanda Hudson, Administration Manager

SUBJECT: Administrative Report

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The following are some areas the Administrative Department has been focusing on:

## **Regulation**

### Spatial Analysis as part of Conservation Framework

- The Sonoma Marin Saving Water Partnership (Partnership) is investigating the possibility of obtaining spatial analysis of CII landscapes for the contractors as part of the Conservation Framework.
- The initial proposal provided was very expensive (and included an annual fee). The Partnership received direction from the TAC to pursue pricing from one of the other proposals submitted.

### Lead Service Line Inventory

- Admin staff are working with data collected in the field and preparing final document submission
- Date due October 16, 2024

## **Grants**

### DWR Drought Relief Grant

- Extension request for DWR Grant Agreement was granted
  - The new completion dates are: all construction will be completed by February 10, 2026, and all work completed by March 31, 2026

### Local Hazard Mitigation Plan (LHMP)

- Hazard Mitigation Planning Committee meeting took place on September 23, 2024 (more info on Item 7.A)
- Collecting additional updates until October 7, 2024
- Finalize Mitigation Action Update Matrix and Report by October 14, 2024

## **FEMA**

Saddle Tank project \$659,422 / Admin time toward FEMA projects \$16,892

- All information requested by CalOES for the Saddle Tank project has been submitted.
- Our CalOES Closeout Specialist believes our package has moved on from CalOES to FEMA
- The last quarterly check-in with the CalOES Closeout Specialist was on June 27. He confirmed that there has been no update from CalOES or FEMA on our project and that “no new should be good news”. I have reached out to our CalOES Closeout Specialist and as of writing this memo have not heard back.

## **Employee Relations**

- Water Professionals Appreciation Week is October 5-13.
- The District will be celebrating staff all week in appreciation of their hard work and commitment to our customers.

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

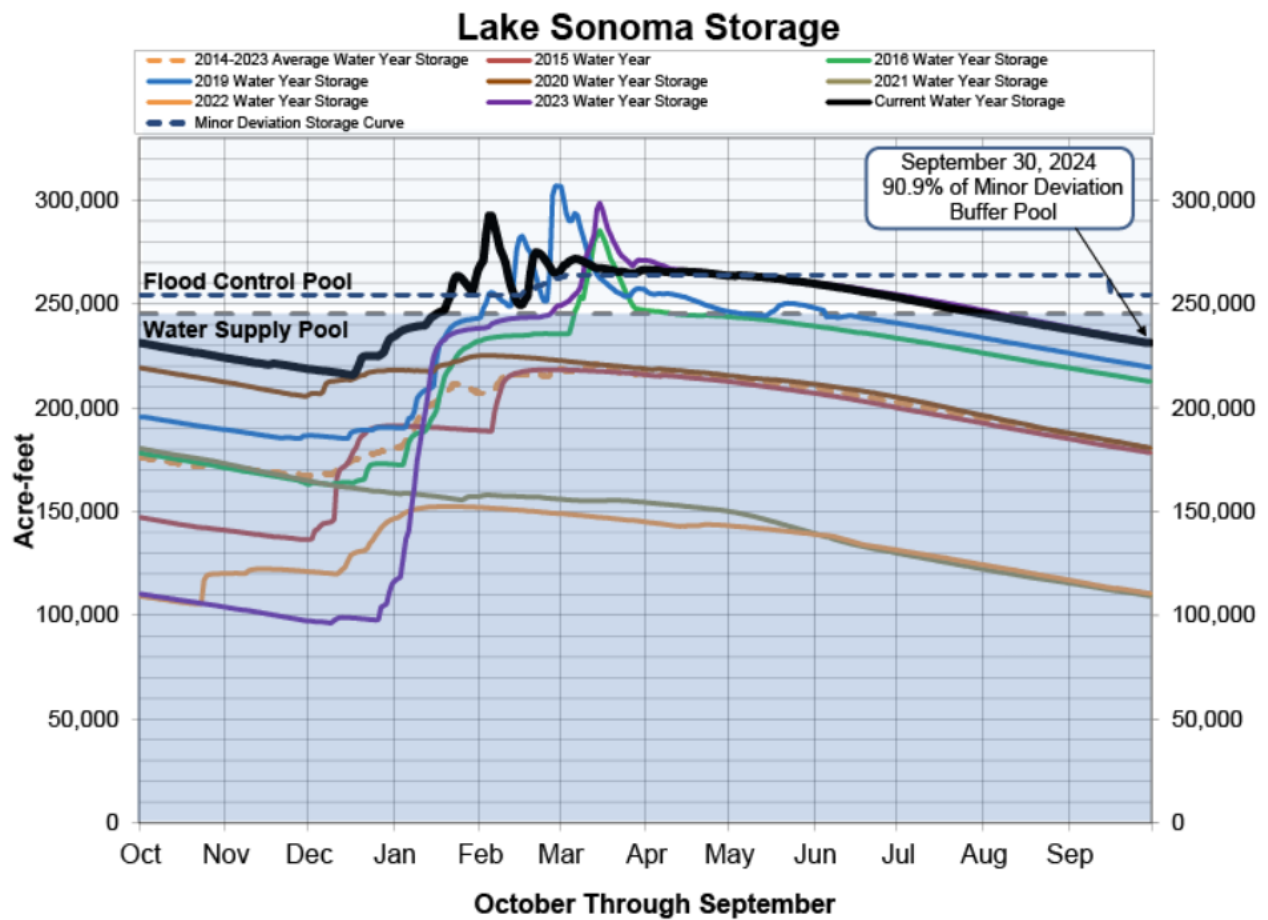
FROM: Clayton Church, Water System Manager

SUBJECT: Water Supply & Water Source Update

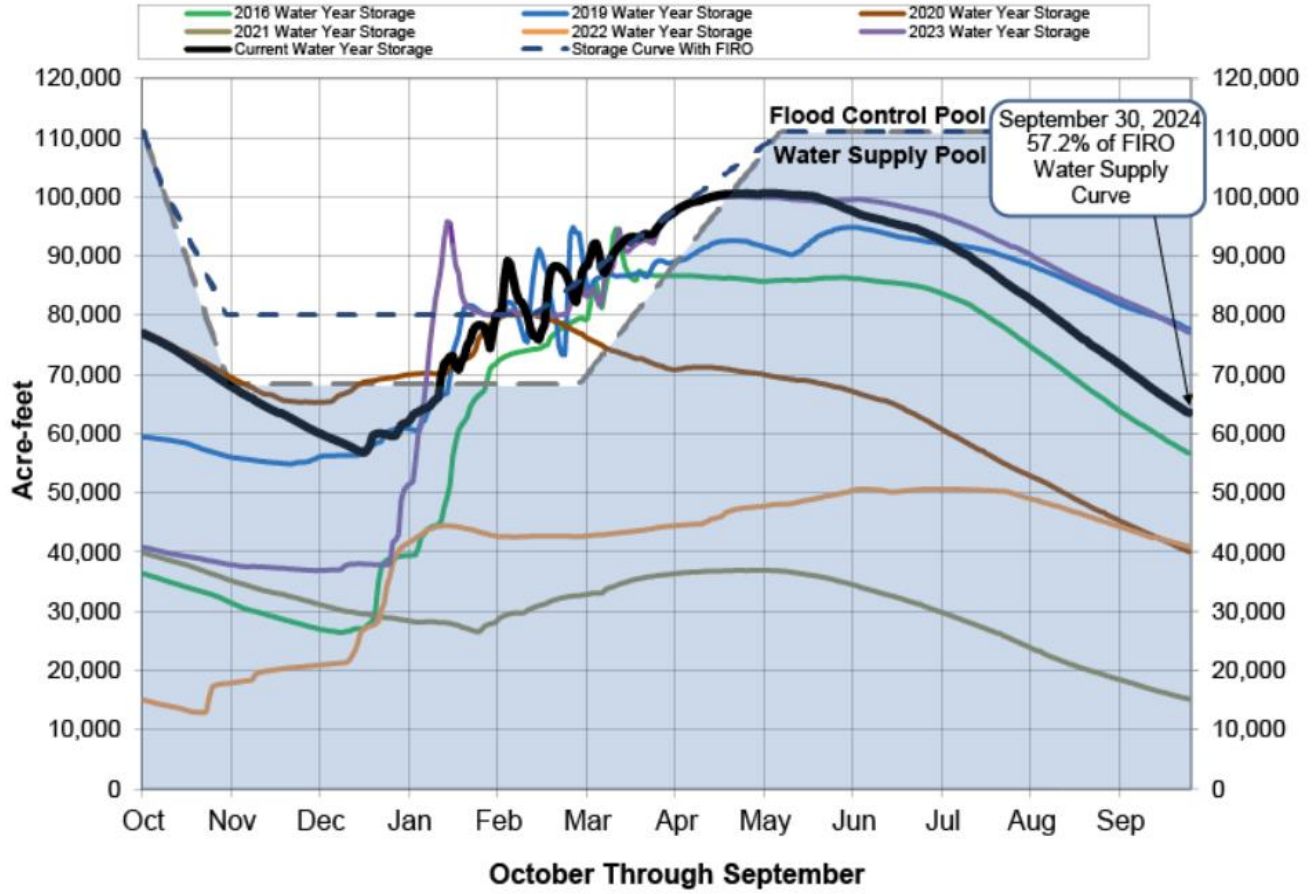
**Water source report:**

The wells produced 29.05% of the District’s overall demand for August.

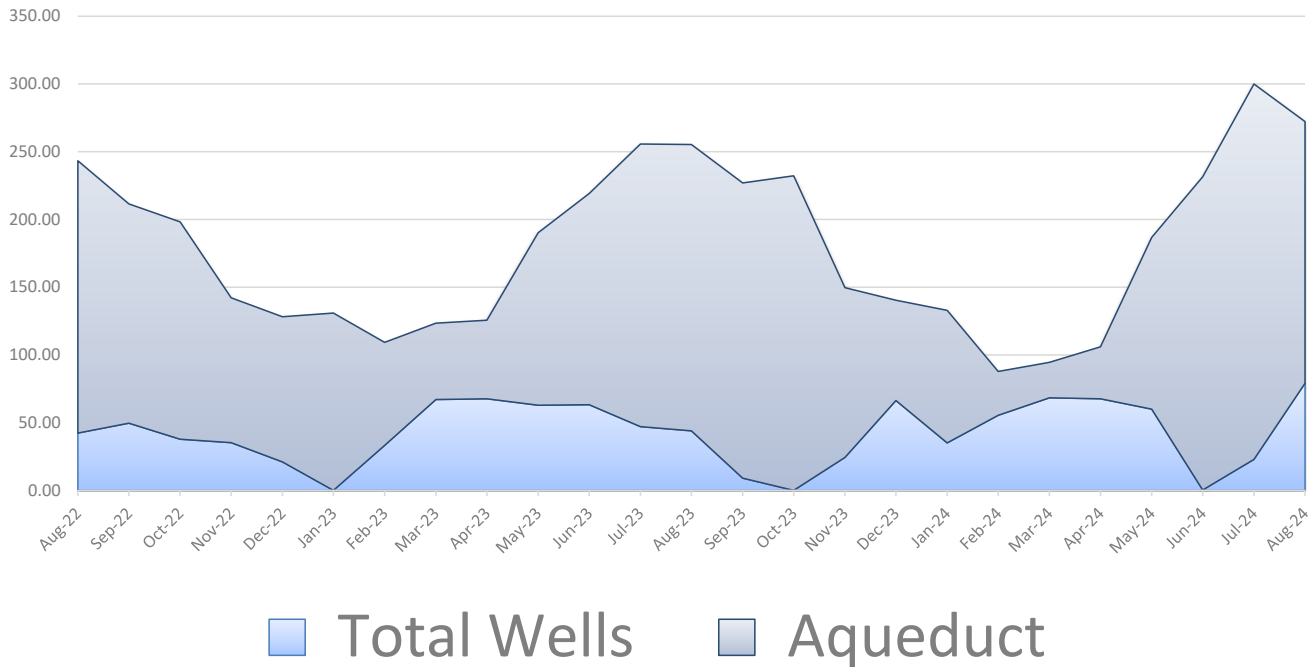
**Lake Sonoma was 90.9% of the minor deviation buffer pool, and Lake Mendocino was 57.2% (FIRO) of the Target Curve as of September 30, 2024.**



# Lake Mendocino Storage

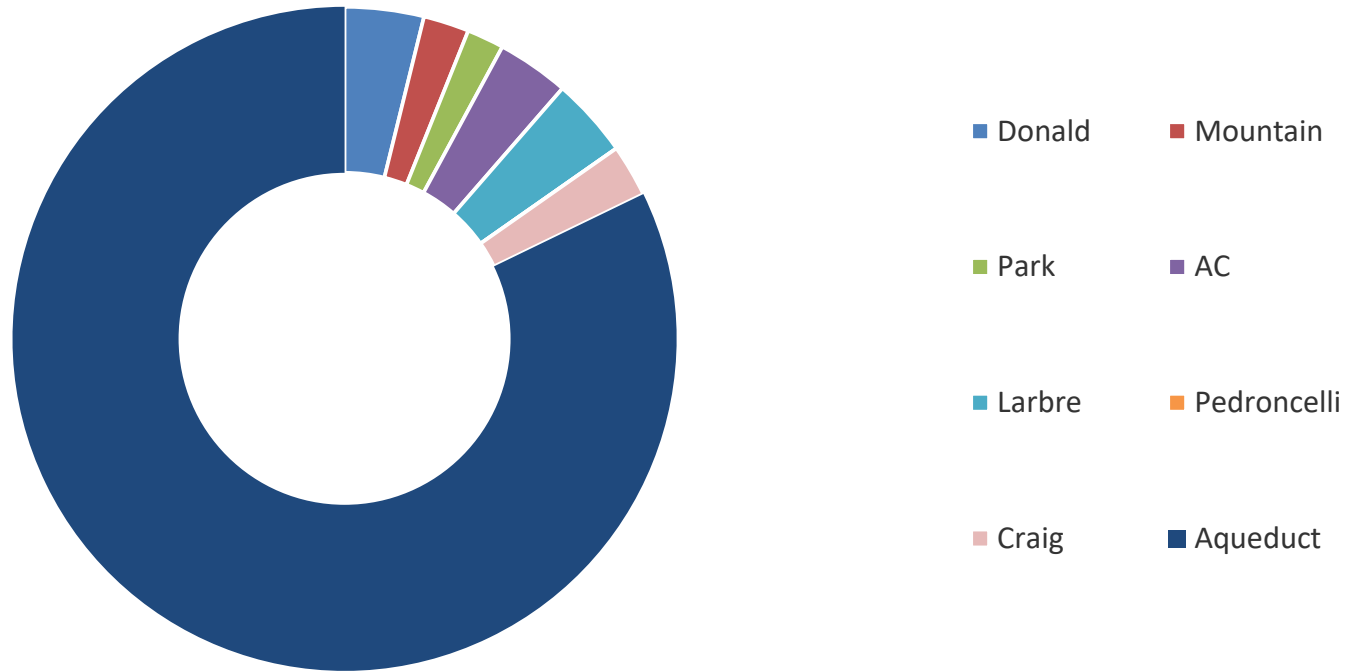


## Water Supply Sources - Valley of the Moon Water District Acre Feet Per Month



Month	Donald	Mt Ave	Park Ave	Agua Cal	Larbre	Pedroncelli	Craig	Aqueduct	Total Wells	Wells %	Total AF Produced	Total AF Deliveries
Aug-22	11.21	5.67	4.65	9.94	10.87			200.95	42.33	17.40%	243.28	228.25
Sep-22	13.74	2.48	6.06	13.31	13.93			162.02	49.51	23.41%	211.53	203.41
Oct-22	10.71	0.00	4.78	9.88	4.77	0.02	7.58	160.39	37.73	19.04%	198.12	215.41
Nov-22	9.72	0.00	3.97	8.53	9.44	0.00	3.51	107.02	35.16	24.73%	142.19	149.59
Dec-22	5.89	0.00	2.47	5.77	5.56	0.00	1.37	107.10	21.05	16.43%	128.15	148.32
Jan-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.94	0.00	0.00%	130.94	114.47
Feb-23	8.75	3.14	1.36	7.33	7.48	0.00	5.22	76.00	33.28	30.45%	109.28	101.69
Mar-23	14.89	8.92	6.51	9.68	15.46	0.00	11.64	56.32	67.10	54.37%	123.41	107.96
Apr-23	13.76	7.43	5.10	13.73	13.34	0.00	14.15	58.18	67.52	53.72%	125.69	108.20
May-23	13.87	7.11	0.00	13.64	14.22	0.00	13.97	127.30	62.82	33.04%	190.11	120.92
Jun-23	17.14	1.06	0.00	15.53	15.34	0.00	14.24	155.84	63.31	28.89%	219.15	179.91
Jul-23	13.62	3.25	0.00	12.33	10.66	0.00	7.14	208.67	47.00	18.38%	255.66	183.25
Aug-23	13.33	7.69	0.00	9.59	4.31	0.00	8.99	211.39	43.91	17.20%	255.31	244.45
Sep-23	2.92	1.72	0.00	2.36	0.00	0.00	2.02	217.91	9.02	3.98%	226.94	218.98
Oct-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.29	0.00	0.00%	232.29	245.00
Nov-23	7.06	2.54	0.00	6.21	3.43	0.00	4.98	125.39	24.22	16.19%	149.61	170.32
Dec-23	17.11	7.73	1.70	14.38	15.12	0.00	10.25	74.10	66.29	47.22%	140.40	168.50
Jan-24	9.74	0.85	3.03	8.00	7.64	0.00	5.75	97.91	35.02	26.35%	132.93	120.81
Feb-24	14.28	7.27	5.29	9.97	9.49	0.00	9.03	32.39	55.33	63.07%	87.73	119.04
Mar-24	9.49	5.28	7.82	14.75	15.94	0.00	15.11	26.06	68.39	72.41%	94.45	104.05
Apr-24	14.18	7.70	6.75	11.60	13.91	0.00	13.44	38.38	67.57	63.78%	105.95	111.99
May-24	11.33	8.34	6.14	9.90	13.02	0.00	11.28	126.64	60.02	32.15%	186.67	127.34
Jun-24	0.22	0.00	0.00	0.01	0.00	0.00	0.00	231.19	0.23	0.10%	231.42	207.41
Jul-24	4.94	2.58	2.51	6.03	6.82	0.00	0.01	277.11	22.89	7.63%	300.00	210.69
Aug-24	17.10	10.17	7.84	14.06	15.35	0.00	14.56	193.17	79.08	29.05%	272.25	295.04
FY to date (Acre Feet)	22.04	12.75	10.35	20.10	22.17	-	14.57	470.28	101.97	17.82%	572.25	505.73

# Water Production



Actual Month	Wells							Total	Aqueduct	Total	Wells %	Aqueduct flow rate*
	Donald	Mountain	Park	AC	Larbre	Pedroncelli	Craig					
Jul-24	4.94	2.58	2.51	6.03	6.82	0.00	0.01	23	277.11	300	8%	2.91
Aug-24	17.10	10.17	7.84	14.06	15.35	0.00	14.56	79	193.17	272	29%	2.03
Sep-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Oct-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Nov-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Dec-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Jan-25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Feb-25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Mar-25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Apr-25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
May-25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Jun-25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0	0%	0.00
Sub-Total	22	13	10	20	22	0	15	102	470	572	18%	

\* Average daily rate of flow during the month (in millions of gallons per day)

Annual Target	94	55	0	89	65	0	60	363	1,856	2,219	16%
% of Target	23%	23%		22%	34%		24%	28%	25%	26%	

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Clayton Church, Water System Manager

SUBJECT: Operations Update

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- **Sewer Trunkline Replacement**

Staff continues to coordinate with SCWA for the replacement of the sewer main in close proximity to VOMWD water mains; the excavation at the end of Happy Ln and Orchard has concluded. The jack and bore operations have been paused due to groundwater infiltration to the casing. A water main was broken at Mulberry and Boyes Blvd; District staff responded and repaired swiftly; a job order was generated and all time and material has been tracked and an invoice generated for SCWA.

- **Painting and Corrosion Control (all sites)**

Staff developed a list of sites that require clean-up and painting to prevent corrosion and ensure service from many above-ground appurtenances for years to come. Staff has completed wire wheeling, priming, and painting above-ground pipe and infrastructure at Donald Tank and the Sobre Vista 210k tank.

- **MMWD Tour**

Staff coordinated a tour of the District Water System with counterparts from Marin Water. Staff met and discussed the operation of the Water System and discussed means and methods of operating a water system. Then assigned staff broke out groups of Marin Water operators and toured various sites and ongoing projects. Next District staff will go and tour Marin's Water System at a date TBD.

- **UCMR5**

Staff has coordinated with Caltest and has all needed sample bottles on hand for this year's first iteration of UCMR sampling. The District has a 12-month period to collect two sets of UCMR 5 samples a minimum of five months apart. Staff plans to sample the first week of October 2024 and the first week of April 2025.

- **CIP 3056: Temelec Irrigation Service Line Abandonment**

Staff has completed excavating and abandoning 12 of the 17 old irrigation lines. The five remaining are 3" connections and will be excavated and abandoned next FY. Staff has completed their requests for quotes and have executed a contract with WK McLellan to pave all sites by the first week in October.

- **CIP 3057: 1 ½ & 2" PB Service Line replacement**

Staff have begun to compile a comprehensive list of PB service lines in the system that need to be replaced. This list will assist with generating scopes of work for PB replacement; the work



will include both pulling and conventionally digging PB services for replacement. Staff plans to start replacements the week of 09/30/2024.

- **CIP 2991: GPS Facilities**

Staff held a training with GPS vendor (CSDS) and Core (IT Contractor) on all GPS equipment on 08/21/2024. Staff held a subsequent meeting with MMS contractor to identify efficiencies and to solidify a procedure for completing the GPSing of District Facilities. After much research and discussion staff moved forward with the purchase of a new GPS unit; the existing unit was outdated and software no longer supported. The purchase of a new GPS unit streamlines the input of the GPS location per site by eliminating the need for MMS to generate data points that are then sent to the District and back to MMS for input. The new unit allows staff to input GPS location to the site and save it to MMS in real-time. On 10-02-2024 the District is meeting with MMS to solidify the procedure and the integration of iPads with the new GPS unit. It is anticipated that the new unit will allow staff to gather data points so much faster, that it will pay for itself in the first fiscal year.

- **CIP 3046: Pump Station Battery Bank**

Site walk was conducted with IT at Hanna BPS. One new wire was landed for fuel level to be displayed on SCADA. Staff is coordinating with IT for integration to Hanna BPS. After the completion of the integration, various controls will be tested for proper performance as well as testing of all alarms.

- **CIP 3055 District Device Upgrade**

Staff purchased the three laptops that have been set up by IT. A contract has been executed with Precision Wireless for the installation of hardware in three trucks, Precision Wireless is awaiting the delivery of the parts to install docking stations. As soon as all parts are on hand the District and Precision will schedule the installation date.

- **CIP 3062: Hanna BPS pump replacement**

Staff have been coordinating with Grundfos pump vendor to spec high-efficiency booster pumps for in-house installation at Hanna BPS.

- **CIP 3063: Add SCADA Labre Well**

Staff have begun to receive parts and the panel for upgrade is near completion. Staff is coordinating closely with IT and in-house forces to spec the most effective equipment for this upgrade. As soon as the cabinet is complete staff will coincide the installation and integration of SCADA at Labre Well with the shutdown for the ASR pilot study.

- **CIP 3064: Replace Section of Sobre Vista 30K Roof**

Staff removed and replaced the failing section of the Sobre Vista 30k tank roof. This project is complete for now, but the site will be monitored through the winter months to ensure the repair has secured the roof.

- **CIP 3031: Temelec 1M Recoating and Railing**

The District held a mandatory pre-bid job walk for the Temelec 1M Recoating & Railing project on 8/20/2024. Multiple contractors attended. Bids were due to the District on 09/16/2024.

- **CIP 3038 and 3039: ASR Pilot Study Verano and Park Wells**

The Board authorized awarding the contract at the 09/16/2024 Special Board Meeting. Staff has started building the source for injection that the contractor will build the injection manifold from. Staff has all parts on hand for the ASR pilot study. Also, staff has completed the build of injection plumbing that the contractor will tie into the injection manifold at Verano Well, Park will be completed when wells are taken offline in October. Staff are now working towards obtaining quotes for sampling based on the sampling plan presented by EKI.

- **CIP 3061: Donald Well Pump Replacement**

The District held a mandatory pre-bid job for the Donald Well Pump Replacement at Donald Well on 09-16-2024. Two contractors attended the job walk. Bids for the project were due 09/26/2024. This work includes removing and replacing the pump column and pump; as well as running a camera in the casing and providing the district with a written list of deficiencies and recommendations for the site.

The table below shows a subjective percentage completed for each of the CIP projects based on an estimate of the time requirement remaining. The percentage will not match the one shown on the CIP budget update, because that number accounts only for the budget remaining.

<b>Project Number and Description</b>	<b>Percent Complete</b>
Project 2987-1: Chestnut Exploratory Well Drill and Develop well	N/A
Project 2989: Park Well Drilling (on hold for ASR Pilot)	60%
Project 2991- GPS Facilities	15%
Project 3015: Cal Trans Hwy 12 Project	100%
Project 3022: Altimira School Fire Flow Engineering	50%
Project 3031: Temelec 1M Tank Recoating & Railing	15%
Project 3046: Pump Station Battery Bank	50%
Project 3047: Seismic Vulnerability	0%
Project 3050: Lead Service Inventory	90%
Project 3053: Spare Generator Purchase	15%
Project 3054: IPMHG Assessment	0%
Project 3055: District Device Upgrade	80%
Project 3056: Temelec Irrigation service line abandonment	40%
Project 3057: 1 ½" & 2" PB Service Line Replacement	5%
Project 3058: Boardroom Upgrade	5%
Project 3059: Roof Repair on Main Office Building	100%
Project 3060: SDC Evaluation	5%
Project 3061: Donald Well Pump Replacement	15%
Project 3062: Hannah BPS pump replacement	10%
Project 3063: Add SCADA Labre Well	20%
Project 3064: Replace Section of Sobre Vista 30K Roof	90%
Project 6004: All Service Line Replacements	0%
Project 8100: Valve Replacement Program	0%
<b>Average Percent Complete</b>	<b>35%</b>

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: September 23, 2024, Local Hazard Mitigation Plan (LHMP), Hazard Mitigation Planning Committee (HMPC) Annual Meeting Update

---

## **Background:**

President Foreman, Director Rogers, and the District's management staff all attended the annual HMPC meeting via Zoom on September 23<sup>rd</sup>. The annual meetings are needed to maintain the LHMP, which in turn, is required to maintain eligibility for FEMA pre-disaster funding opportunities through "Building Resilient Infrastructure and Communities" or "BRIC" grants. The meeting focused on several key areas as follows:

- Recent Hazard Events and Impacts
- Success Stories
- Progress on Mitigation Action Implementation
- Recommendations for New Actions/Projects
- Funding and Grant Opportunities
- Continuing Public Involvement; and
- Next Steps

There was good dialog on what grants are available, how competitive they are, and how to position the District to be more likely to receive those highly sought-after funds in the future. Other items discussed were rainwater harvesting in the City of Sonoma, and the ranking of hazard types (fire, earthquake, flood, wind, etc.).

Staff will compile notes and any recommendations received before October 7<sup>th</sup> into a report maintaining the LHMP. By organizing the meeting in-house and following through on all plan requirements using District staff, the District saved about \$5,000 compared to working with a consultant.

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: September 9<sup>th</sup> and October 7<sup>th</sup> Technical Advisory Committee (TAC) Meeting Updates

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## **Highlights:**

### **Proposed Alexander Valley Water District Presentation:**

A presentation was given by Peter Kiel on the possible formation of a water district in the Alexander Valley (the AVWD). The district, if formed, would not own or operate traditional pipeline infrastructure, rather, it would focus efforts on a water-sharing program in the Russian River Watershed, attempt to get a seat on the newly formed Eel Russian Project Authority (ERPA), take part in groundwater investigation and management and possibly construct diversions for “on-farm aquifer recharge”.

### **Water Supply Conditions:**

- Lake Mendocino is at 71,000 acre-ft, and declining at a rate of 350 acre-feet per day.
- Lake Sonoma is currently at 210,000 acre-ft and declining at a rate of 210 acre-feet per day.

### **Sonoma Marin Saving Water Partnership:**

- a. 2024 Water Production Relative to 2013 Benchmark  
July 2024 Water Usage: VOMWD saw a -24% reduction, and the SMSWP as a whole saw -16%  
2024 Year-to-Date Water Usage: VOMWD saw a -36% reduction, and the SMSWP as a whole saw -24%
- b. Water Use Efficiency Outreach Messaging  
Currently in the “summer outreach campaign” including a social media toolkit for SMSWP members, booth at the fair (which saw 633 interactions), and an appearance at the Fiesta de Independencia at the Luther Burbank Center on September 15<sup>th</sup>.

A verbal update on the October 7<sup>th</sup> TAC meeting will be provided during the Board meeting.

Date: October 8, 2024

Item: 8.A

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Award of Contract – Temelec 1M Water Tank Recoating and Retrofit Project #3031

---

## **Background**

The District planned to have the Temelec 1 Million Gallon Tank recoated this fiscal year, and set aside funds to do so in its annual CIP Budget. This tank is the last one in the system that still has the old “cold tar” interior coating. The District developed plans and specifications for the work to be performed and released bid advertisements. The District received two responsive bids: one for \$1,777,000 from Euro Style Management and one for \$849,850 from Quality Painting & Sandblasting. The latter has recoated several tanks for the District, including the older 200,000-gallon Temelec Tank in 2017.

## **Recommendation:**

Authorize the General Manager and Board Secretary to execute a contract with Quality Painting & Sandblasting for the Recoating and Retrofit of the Temelec 1 Million Gallon Storage Tank in the amount of \$849,850.00 with a change order authority of 10%, for a total not to exceed the amount of \$934,835.00.

## **Attachment:**

- Valley of the Moon Water District, Temelec 1M Water Tank Recoating and Retrofit Project #3031 Contract
- Temelec 1M Water Tank Recoating and Retrofit Project #3031 Bid Documents and Addenda

## AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of October 2024, by and between **Quality Painting & Sandblasting** whose place of business is located at **6274 WALNUT CREEK RD RENO, NV 89523** ("Contractor"), and Valley of the Moon Water District ("District" or "District"), acting under and by virtue of the authority vested in District by the laws of the State of California.

WHEREAS, District, by Board approval at its meeting on October 1<sup>st</sup>, 2024, awarded to Contractor the following Contract:

### **Temelec 1M Water Tank Recoating and Retrofit Project #3031**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and District agree as follows:

#### **SCOPE OF Work OF THE CONTRACT**

##### *Work of the Contract*

**Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.**

##### *Price for Completion of the Work*

**District shall pay Contractor the following Contract Sum of \$849,850.00 for completion of the Work in accordance with the Contract Documents as set forth in Contractor's Bid, attached hereto.**

***The Contract Sum includes all allowances (if any).***

#### **COMMENCEMENT AND Completion of Work**

1. Exterior modifications and interior tank recoating to start by December 9, 2024, and be completed and tank operational by March 20, 2025.
2. Exterior tank recoating to start immediately after interior tank recoating is finished and to be completed by May 30, 2025.

#### **Project REPRESENTATIVES**

##### *District's Project Manager*

District has designated Matt Fullner, General Manager as its Project Manager to act as District's Representative in all matters relating to the Contract Documents.

District may assign all or part of the Project Manager's rights, responsibilities, and duties to a Construction Manager, or other District Representative.

##### *Contractor's Project Manager*

Contractor has designated \_\_\_\_\_ [or other] as its Project Manager to act as the Contractor's Representative in all matters relating to the Contract Documents.

#### **Liquidated Damages FOR DELAY IN COMPLETION OF WORK**

##### *Liquidated Damage Amounts*

As liquidated damages for delay Contractor and District agree that a reasonable amount of damages for late completion is \$500.00 (five hundred dollars) per day for the first 7 calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to \$1,000 (one thousand dollars) per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. The Contractor agrees to pay these sums as damages within 30 days of incurrence and agrees that they are not imposed as a penalty.

### **Contract Documents**

*The Contract Documents consist of the following documents, including all Change Orders, Addenda, and Modifications thereto: **The bid package in its entirety.***

### **Miscellaneous**

Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at District's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Sonoma.

### **Dispute Resolution**

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Contract, the Parties



involved shall in good faith meet and confer within twenty-one (21) calendar days after written notice has been sent to the Disputing parties. In the event that the parties are not able to resolve the dispute through informal negotiation, the parties agree to submit such dispute to formal mediation before litigation. If parties cannot agree upon the identity of a mediator within ten (10) business days after a party requests mediation, then the parties shall each select a mediator and those two mediators will select a third mediator to mediate the dispute. The parties shall share equally in the cost of the mediator or mediators who ultimately mediate the dispute, but neither party shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled. If a party refuses to participate in mediation prior to commencing litigation, that party shall have waived its right to attorney fees and costs as the prevailing party.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**CONTRACTOR: Quality Painting & Sandblasting**

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

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

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

**DISTRICT: Valley of the Moon Water District**

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

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

General Manager

Attest: \_\_\_\_\_  
Deputy Secretary

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

August 21, 2024

**ADDENDUM NO. 2 to**

DOCUMENTS FOR THE CONSTRUCTION OF

**TEMELEC 1 MILLION GALLON TANK RECOATING AND RETROFIT Project #3031** in Sonoma,  
California, Valley of the Moon Water District

Prepared by: Matt Fullner

The following changes, additions and/or deletions are hereby made a part of the Documents for the construction of **TEMELEC 1 MILLION GALLON TANK RECOATING AND RETROFIT Project #3031** as fully and completely as if the same were fully set forth therein. Any changes described in this addendum supersede all previous information:

The **“AGREEMENT, COMMENCEMENT AND Completion of Work”** (page 28 of 56), shall be amended as follows:

1. Exterior modifications and interior tank recoating to start by December 9, 2024, and be completed and tank operational by March 20, 2025. The earliest possible start date shall be Monday November 4<sup>th</sup> 2024. Please note that the contractor shall not work on November 28<sup>th</sup> or 29<sup>th</sup>, and December 24<sup>th</sup>, 25<sup>th</sup>, or 26<sup>th</sup>.
2. Exterior tank recoating to start immediately after interior tank recoating is finished and to be completed by May 30, 2025.

August 12, 2024

**ADDENDUM NO. 1 to**

DOCUMENTS FOR THE CONSTRUCTION OF

**TEMELEC 1 MILLION GALLON TANK RECOATING AND RETROFIT Project #3031** in Sonoma,  
California, Valley of the Moon Water District

Prepared by: Matt Fullner

The following changes, additions and/or deletions are hereby made a part of the Documents for the construction of **TEMELEC 1 MILLION GALLON TANK RECOATING AND RETROFIT Project #3031** as fully and completely as if the same were fully set forth therein. Any changes described in this addendum supersede all previous information:

1. Under the “**SPECIFICATIONS TEMELEC 1M WATER TANK RECOATING AND RETROFIT COATING OF EXISTING STEEL STORAGE TANK. PART 1 – GENERAL, 1.1 DESCRIPTION**” there is a list of “Additional tank modifications to be included in the bid...” (page 32 of 56). This list is replaced with the following:

Additional tank modifications to be included in the bid are:

- Install 42” tall welded railings around the top perimeter of the tank from each side of the existing landing and railings. The existing railing is approximately 20 lineal feet, the remaining circumference requiring new railing is about 262 lineal feet.
- Remove railing returns on existing railings (two at approximately 4’ each)
- Weld 12 brackets to the top of the tank for mounting a small solar array

2. Under the “**SPECIFICATIONS TEMELEC 1M WATER TANK RECOATING AND RETROFIT COATING OF EXISTING STEEL STORAGE TANK, PART 2 - PRODUCTS, 2.5 COATING SCHEDULE, A. Interior**” (page 43 of 56) the document references Serries V140F Porta-Pox Plus under subsections 4, 5 and 6 and includes a link to the Tnemec Website in each reference. These references are replaced by references to Series L140 Porta-Pox Plus, with links to the appropriate webpage, which can be found here: <https://www.tnemec.com/products/series-l140-pota-pox-plus/>

## **Bid Documents**

for the

### **TEMELEC 1 MILLION GALLON TANK RECOATING AND RETROFIT**

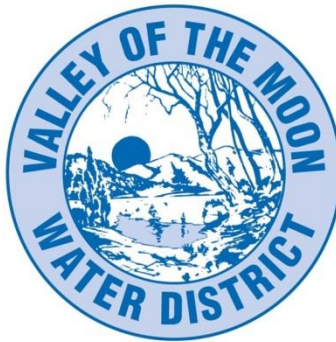
**Project #3031**

**Valley of the Moon Water District, Sonoma CA**

**BIDS DUE:** 2:00 PM, Monday, September 16, 2024; VOMWD District Office, 19039 Bay Street, Sonoma California 95476.

**BID OPENING:** 2:30 PM, Monday, September 16, 2024; VOMWD District Office, 19039 Bay Street, Sonoma California 95476.

**A MANDATORY** pre-bid conference will be held on Tuesday, August 20<sup>th</sup>



#### **Valley of the Moon Water District**

Physical Address and Parcel Delivery:  
19039 Bay Street  
Sonoma, CA 95476  
707-996-1037

USPS Address:  
P.O. Box 280  
El Verano, CA 95433

# PROJECT DOCUMENTS

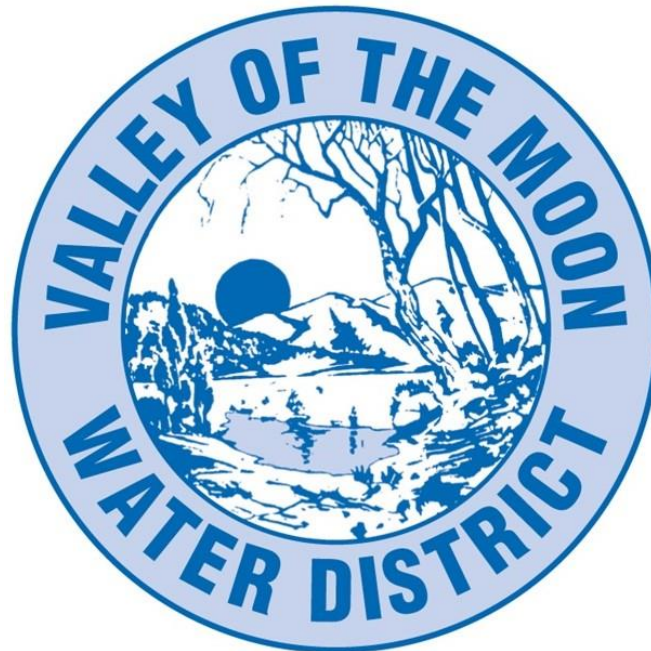
for the

Temelec 1 Million Gallon (1M) Tank Recoating and Retrofit Project #3031

Valley of the Moon Water District, Sonoma California

THE OFFICIALS OF THE VALLEY OF THE MOON WATER DISTRICT:

President	Jon Foreman
Vice President	Gary Bryant
Director	Colleen Yudin-Cowan
Director	Steve Rogers
Director	Steve Caniglia
General Manager	Matt Fullner



# VALLEY OF THE MOON WATER DISTRICT

## TEMELEC 1M TANK RECOATING AND RETROFIT Project #3031

Sonoma, California

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# ADVERTISEMENT FOR BID

## TEMELEC 1M TANK RECOATING AND RETROFIT Project #3031

Sonoma, California

### VALLEY OF THE MOON WATER DISTRICT

Sealed bids for the Temelec 1M Tank Recoating and Retrofit Project # 3031 (Temelec Tank Recoating Project) in Unincorporated Sonoma County California, will be received by Matt Fullner, General Manager at the District Administrative Office, 19039 Bay Street, Sonoma CA 95476 until 2:00 PM, Monday, September 16, 2024. Bids received after 2:00 PM will not be considered. Bids shall be publicly opened and read at 2:30 PM, Monday, September 16, 2024. Bids shall be clearly marked “**Temelec 1 Million Gallon Tank Recoating and Retrofit Project #3031.**”

Physical Address and Parcel Delivery:

VOMWD  
19039 Bay Street  
Sonoma, CA 95476

USPS Address:

VOMWD  
P.O. Box 280  
El Verano, CA 95433

The project is a public works project subject to the California Department of Industrial Relations regulations. Work generally consists of preparation of surfaces, performance, and completion of recoating of all interior and exterior surfaces of this 1,000,000-gallon water storage tank, the addition of handrails and solar array mounting brackets to the top of the tank in accordance with this Bid Package and Contract Documents. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the work in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the DISTRICT. The tank modifications and interior tank recoating portion of the contract work must be completed not later than March 20, 2025, and the exterior tank recoating portion of the contract work must be completed not later than May 30, 2025.

The specifications, proposed contract provisions, and any future addenda to this project may be reviewed at no cost through the District’s website at <https://www.vomwd.org/bids>. It shall be the bidder’s responsibility to check the website for any possible addenda. A **mandatory** pre-bid conference will be held on Tuesday, August 20<sup>th</sup>, 2024.

Bidders for this project must be pre-qualified by completing a pre-qualification application provided with the bid documents. The District shall consider no bid unless the bidder is a registered and licensed Contractor and the bidder has complied with all prescribed public-bidding procedures and requirements, bids not in compliance will be rejected. The District reserves the right to reject any or all bids, to postpone the award for 60 days, to delete certain items from the proposal, and to award the contract to the lowest responsive, responsible bidder.

Dated this August 6<sup>th</sup>, 2024.



Matt Fullner – General Manager

# PROJECT INFORMATION

## TEMELEC 1M TANK RECOATING AND RETROFIT

### Project # 3031

#### GENERAL DESCRIPTION

The Work generally consists of interior and exterior surface preparation and recoating of the 1,000,000-gallon Temelec Water Tank (45ft radius, 25ft height).

Modifications to the tank include:

- Install 42" tall welded railings around the top perimeter of the tank from each side of the existing landing and railings. The existing railing is approximately 20 lineal feet, the remaining circumference requiring new railing is about 262 lineal feet.
- Remove railing returns on existing railings (two at approximately 4' each)
- Weld 12 brackets to the top of the tank for mounting a small solar array

In accomplishment of this scope, performance of additional and incidental work as called for by the specifications and plans are to be determined on site will be required and be included in the quoted bid and shall be paid based on the unit prices quoted in the bid of the successful bidder.

It is understood that these improvements are intended to become the property of the District upon completion and acceptance by the District.

#### PRE-BID CONFERENCE

A **mandatory** pre-bid conference will be held on Tuesday, August 20<sup>th</sup>, at 10:00 a.m. starting at the District office, 19039 Bay Street, Sonoma, CA followed by a short drive and on-site visit to the Temelec 1M Water Tank located in Sonoma, CA. No statement made by the District's agents at such meeting not otherwise provided herein shall be binding on the District unless confirmed by a written addendum.

#### TIME OF COMPLETION

The time of completion of the work to be performed under this contract is as follows:

The contract work pertaining to the tank modifications and interior of the tank must be completed and ready to be put back into service no later than March 20, 2025, and the exterior tank recoating portion of the contract work must be completed no later than May 30, 2025.

#### LIQUIDATED DAMAGES

Contractor agrees that the "Time of Completion" is defined in the Bid Documents and agrees to complete the work by said date. The Contractor and District agree that the District will suffer damages each day the work remains uncompleted after the Time of Completion (note: different dates for interior and exterior completion) and that the amount of those damages will be difficult to ascertain. Contractor and District agree that a reasonable amount of damages for late completion is **\$500.00 (five hundred dollars)** per day for



the first 7 calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to **\$1,000 (one thousand dollars)** per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. Contractor agrees to pay these sums as damages within 30 days of incurrence and agrees that they are not imposed as a penalty.

### **BID SECURITY**

Bids must be accompanied by a certified check drawn on a bank in good standing or a bid bond issued by a surety company authorized to issue such bonds in the State of California, in an amount of not less than **ten percent (10%)** of the total amount of the bid submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed performance bond in the full amount of the contract price within the time specified.

### **RECORD OF EXPERIENCE BY THE PRIME CONTRACTOR**

At the time of submission of bids, all bidders must provide and certify information that clearly demonstrates a 3-year period of expanding experience. Said experience must be with products similar to that specified in this contract. Experience must include projects of a similar size and scope of work and be within the local geographic area (within 200 miles). Information shall be provided on the form provided in the bid packet and include project name, description of work, cost, location, point of contact, and telephone number. The District reserves the right to reject bids that do not contain and confirm the required experience information.

### **PRE-QUALIFICATION OF BIDDERS**

Pre-qualification is required for this project. Bidders who are not pre-qualified will not be considered. Pre-qualification includes 1.) local successful experience with water reservoir coating projects within the last three years and 2.) attendance at the mandatory pre-bid conference.

The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are on file at [<http://www.dir.ca.gov/OPRL/PWD/index.htm>] and are deemed included in the Bidding Documents.

The successful Bidder shall post the applicable prevailing wage rates at the Site.

Bidder shall also certify in its bid that it has not and will not discriminate against any minority, women, or emerging small business enterprise in obtaining any required subcontract for this project.

### **CONTRACT DOCUMENTS**

The Contract Documents pertaining to this work consist of the material bound and attached herewith. The contract amount will be determined based on the available funds, selected alternatives, if applicable, and the lowest responsive bid. These Contract Documents are intended to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said Contract Documents should request of the District's General Manager, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents should be made in writing, and a copy of such interpretation or change will be published, as shall be all other addenda, on District's website. Addenda may be downloaded from the District's website. Bidders should frequently check the District's website until closing, i.e., at least once weekly until the week of closing and at least once daily

the week of the closing. The District will not be responsible for any other explanation or interpretation of said Documents.

### **CONSTRUCTION STANDARDS APPLICABLE**

The District's Design and Construction Standards, Standard Construction Specifications, and AWWA standard construction practices in their entirety are hereby incorporated by reference. If there is a conflict, the more restrictive requirement shall prevail.

### **WORK PERFORMED BY THE PRIME CONTRACTOR**

At the time of submission of bids, all bidders must identify and certify their company will accomplish a minimum of 50% of on-site construction involving both labor and materials. The District reserves the right to reject bids that do not clearly and accurately identify the minimum of on-site work to be performed by the contractor.

### **SUPERVISION OF WORK BY THE PRIME CONTRACTOR**

Only an experienced, full-time employee of the prime contractor will supervise the work on behalf of the prime contractor. Said supervisor must have a demonstrated supervisory role of a minimum of three (3) years and be employed by the prime contractor for a minimum of twelve (12) months prior to the award of the contract.

### **CONTRACTING LICENSE REQUIREMENT**

The bidder must be registered with the California Contractor State License Board.

Each bid must contain the license number of the bidder and subcontractors.

### **PREPARATION OF BID**

The bid for the work contemplated is to be submitted on the form prescribed in the bid herein. All blank spaces on the bid form must be filled in, in ink, in both words and numbers where applicable. No changes shall be made in the phrasing of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in numbers.

Any bid that contains omissions, erasures, alterations, additions of any kind, or items uncalled for, or which in any manner fail to conform to the conditions of the published Advertisement for Bids and associated addenda, may be rejected by the District.

Bids made by corporations or partnerships shall contain the names and addresses of the principal officers or partners.

### **SUBMISSION OF BIDS**

All bids must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Bids must be made on the prescribed bid forms attached herewith and submitted intact with the bid documents. Late bids will not be considered. Faxed or e-mailed bids will not be considered.

### **FIRST TIER SUBCONTRACTOR DISCLOSURE**

If a bid for the project contains a subcontractor, the Bidder must submit a written disclosure of the names, addresses, contractor license number, if applicable, and amount of subcontract for all subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid and describe the Work that each Subcontractor will perform.

### **WITHDRAWAL OF BID**

Any bid may be withdrawn prior to the scheduled date and time for the opening of bids either by written request or in person. No bid may be withdrawn after the time scheduled for the opening of bids.

The District reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has furnished a one hundred percent (100%) performance bond. Upon failure of the successful bidder to deliver a performance bond within the specified time, the next lowest bid may be accepted at the District's discretion, whereupon the above instructions and requirements will apply to the said second bidder. Bid security of all bidders, except the three (3) lowest, will be returned promptly after the evaluation of bids; bid security of the three lowest bidders will be returned within three (3) days after the contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

### **CONDITIONS OF WORK**

Each bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, right-of-way, and access to the work, fire protection regulations, and similar requirements.

### **AWARD OR REJECTION**

The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications. Should the District have sufficient funding and desire alternates, the contract will be awarded to the alternates selected by the District at the District's sole discretion.

The District reserves the right to reject any or all bids or to waive any formality, informality, irregularity, or technicality in any bid. No bidder may withdraw his bid for a period of ninety (90) days after the date of opening thereof. The acceptance of a bid will be by notice in writing, mailed, or delivered to the office designated in the Bid.

### **ADDENDA**

Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his bid shall be covered in the bid and shall be made a part of the contract. Addenda will be handled as follows: the District will not mail notice of Addenda but will publish notice of any Addenda on the District's website. The Addenda may be downloaded from the District's website. Bidders should frequently check the District's website until the date of closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Each addendum shall be required to be acknowledged in writing by the bidder.

### **EXECUTION OF CONTRACT**

The contract is executed upon signature of the contract document by both the District's General Manager and the Contractor's representative authorized to sign the contract.

### **PERFORMANCE, PAYMENT, AND PUBLIC WORKS BOND**

The successful bidder shall file with the District performance and payment bonds in the full amount of the contract price of the contract within five (5) working days of written notification of the award of the contract by the District. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the District and shall be authorized to do business in the State of California. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond on behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

### **FAILURE TO FURNISH BOND**

Should the successful bidder fail or refuse to execute the contract and furnish the performance and payment bonds, then the bid security deposited by said bidder shall be retained as liquidated damages by the District. It is agreed that this said sum is a fair estimate of the amount of damages the District will sustain in case the bidder fails to comply as provided herein and is not a penalty. Bid security deposited in the form of a certified check shall be subject to the same requirement as a bid bond.

### **RESPONSIBILITY OF PUBLIC AGENCY (VALLEY OF THE MOON WATER DISTRICT)**

Advertise and accept bids for the project, award, administrate the contract, and inspect the project for compliance (the District will hire 3<sup>rd</sup> party inspector) with contract specifications, and provide payment as provided for in this contract.

### **CHANGES**

District may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by the Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt from the Authorized Representative of District by the Contractor of the notification of the change, or the claim shall be deemed waived by the Contractor. The issuance of information, advice, approvals, or instructions by the District's Representative or other District personnel shall not constitute an authorized change pursuant to this section. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon District until a written Change Order is executed by the Authorized Representative of the District, which expressly states that it constitutes a Change Order to this Contract. Nothing contained in this section or any claim by the Contractor shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract.

### **CONTRACTOR'S RESPONSIBILITY**

The Contractor shall complete the work as represented in these plans and specifications, and as modified by written change order or written direction of the District. It is understood that the plans, specifications, and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract

documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

## **PAYMENTS**

The District will make monthly payments as specified in the General Conditions, and as may be agreed by the Contractor, Inspector, and General Manager. Progress payments may be submitted monthly to the District project manager. If the District is notified that payment from the Contractor has not been made for labor or materials invoiced to the District by the Contractor, the District may withhold monies from payment to the Contractor in a sum sufficient to pay for such labor or materials. With the final contract payment request, the contractor must include a statement certifying that all persons/subcontractors/suppliers supplying labor and material, which costs are included with the current payment request, have been paid in full. Progress payments, less a ten (10) percent retention, shall be made to the Contractor within twenty (20) days of the District's receipt of the statement of services.

## **FINAL PAYMENTS:**

The Contractor shall notify the District in writing when the Contractor considers the project complete, and the District shall, within 5 working days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

- 1.) Practical Completion: Upon acceptance by the District, 50% percent of the retention due to the Contractor shall be paid to the Contractor, by the District.
- 2.) Correction Obligation (Warranty) Completion: Upon acceptance by the District at the end of the warranty period the remaining 50% percent of the retention due to the Contractor shall be paid to the Contractor, by the District.

As a further condition of final acceptance, the District may require the Contractor to submit evidence, satisfactory to the District's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid, except that in case of any disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the District guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

## **"AS BUILT" PLANS**

The Contractor shall maintain a set of "as built" plans noting the actual work performed, including dimensions, depths, thickness, materials, and other pertinent information marked in red ink on a clean set of project plans. The contractor shall include detailed drawings and changes as necessary to supplement the plan information. The contractor shall record in the as built plans the depth, location, type of pipe, and other information about other utilities or facilities encountered while constructing this project. The contractor shall note the products, and manufacturers (where possible) of installed materials.

## **WATER SUPPLY**

The District is the water purveyor in this area. Water can be made available to the Contractor at the water tank site. The Contractor is responsible for the installation fee and service/variable water rates. The Contractor is responsible for the installation of an airgap or approved backflow preventer after the District installed water meter. Contact the District at 707-996-1037, to set up an account for this water source.

## **PROJECT WORK AREA CLEANLINESS**

It is understood that the cleaning of the work areas is required at the end of each working day and after project completion is considered incidental and that no additional compensation will be paid individually for this work. Pavement areas will be swept clean and all construction debris will be disposed of in a way approved by the Project Engineer.

# **SPECIAL SPECIFICATIONS**

## **TEMELEC 1M TANK RECOATING AND RETROFIT**

**Project # 3031**

### **GENERAL INFORMATION**

These special specifications and provisions are for the work as described herein in conjunction with the associated project plans and other related documents. It is understood that these improvements are intended to become the property of the District upon completion and acceptance by the District.

The contractor shall be responsible for repairing all damage to identified utility lines located within the construction limits.

Construction of the facilities shown in the plans and specifications for this project shall be in conformance with established good construction practices, any permit conditions, OSHA/Cal OSHA, the District's Design and Construction Standards, the current versions of the Uniform Building Code, Uniform Plumbing Code, California Environmental Quality Act Rules and Standards, and product manufacturers' recommended procedures. Where any of these rules or standards are in conflict with one another, the District shall determine which rules or standards shall govern.

Payment for work shall be as set forth in the bidder's bid and shall include, but is not limited to, providing all materials, labor, and equipment necessary to perform the work listed herein. Work listed in each item shall be performed in accordance with the appropriate sections of the standard specifications, special specifications, standard details, and construction plans, except as modified herein.

### **PRE-CONSTRUCTION CONFERENCE**

Pre-construction conference is required prior to the start of this project. The construction schedule and drawings of the tank modifications shall be submitted to the District at least five (5) working days prior to the pre-construction conference for approval.

### **CONTRACTOR'S NOTIFICATION RESPONSIBILITY PRIOR TO BEGINNING WORK**

It is the Contractor's responsibility to notify the District's Project Manager ten (10) working days prior to beginning work on any portion of this project. It is also understood that it is the Contractor's responsibility to notify residents within the project vicinity at least five (5) working days prior to beginning work. The traffic control plan, if required, shall be submitted and approved two (2) weeks prior to beginning work with all the required signs to be installed at least two (2) weeks prior to beginning work.

Approval of the extent and duration of all temporary street closures by the District Engineer is required prior to any such closure.

### **LIMIT ON WORKING HOURS:**

Working hours shall be limited as follows unless specifically authorized by the District:

Monday through Friday - 7:00 am to 7:00 pm;  
Saturday – 9:00 am to 5:00 pm; and  
Sunday - no work is permitted

**MATERIAL SUBMITTALS:**

The Contractor is responsible for submitting information to the District Project Manager for approval on all construction materials.

**CORRECTION OBLIGATION PERIOD:**

The Contractor will execute its work in strict accordance with the Contract Documents in a sound and workmanlike manner. The Contractor warrants and guarantees its work against all defects and deficiencies in material and workmanship. The Contractor agrees to correct all defects appearing in the work or developing in the materials furnished for a period of **twelve (12) months** after the date of final acceptance of the work by the District and further agrees to indemnify and save the District harmless from any costs encountered in correcting such defects and damage occurring as a result of the defects or deficiencies. Further, if defects are corrected during the correction obligation period, a new twelve (12) month period for that portion of the work will commence upon acceptance of the corrected work by the District.

**PREVAILING WAGE LAWS**

The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at <http://www.dir.ca.gov/OPRL/PWD/index.htm> and are deemed included in the Bidding Documents. The successful Bidder shall post the applicable prevailing wage rates at the Site.

**WORKERS' COMPENSATION INSURANCE**

The contractor, its subcontractors, and all employers working under this project shall be required to provide workers' compensation coverage for all their subject workers. Evidence of contractor compliance with this requirement shall be submitted and approved by the District prior to payment.

**PERMITS**

The Contractor shall obtain all permits and licenses, and pay any fees connected therewith, having to do with his construction operations. The contractor shall confine his operations to within the permanent or construction easement limits, and street right-of-way limits. Any damage to private property, either inside or outside of the aforementioned limits, shall be the responsibility of the Contractor.

**OSHA:**

During the performance of the contract, the contractor or vendor is required to comply with the conditions of the Federal Occupational Safety and Health Act (OSHA)/CalOSHA and the standards and regulations issued thereunder. The contractor shall further agree to hold the District, its employees, agents, Board members, and assigns harmless and free from liability for failure to comply with said standards and regulations. It shall be the sole responsibility of the contractor or vendor to remain familiar with said standards and regulations and maintain their enforcement.



**CONSTRUCTION SEQUENCING:**

Construction sequencing requirements for this contract are as follows:

1. Tank modifications to start by December 9, 2024
2. Interior tank recoating to be completed and tank operational by March 20, 2025.
3. Exterior tank recoating to start immediately after interior tank recoating is finished and to be completed by May 30, 2025.

In accordance with the above timelines, the contractor shall propose a plan of work that is acceptable to the District Project Manager and update the plan as necessary to remain current and responsive throughout the project.

# **BID SUBMISSION DOCUMENTS**

**BID CHECKLIST**

**Project # 3031**

NOTE: This checklist has been prepared as an aid to contractors in preparing and checking bids for completeness. However, it is not intended to incorporate all requirements of the bid documents. The contractor is responsible for familiarizing him or herself with the documents and completing all requirements for bidding.

<b>Temelec 1M Tank Recoating and Retrofit Bid Checklist</b>	
Familiar with conditions of work and documents	
All blank spaces filled in	
Bid amount entered in words and numbers	
Registration with the California State License Board, and license number noted	
Bonding Information (Performance and Payment)	
Reference Project Information	
Subcontractor Disclosure Listing	
Non-Collusion Affidavit	
Certified Check or Bid Bond (10% of Bid Total)	
Bidder Certifications	
Insurance and Indemnification Requirement Certification	
Bid Form	

**CONTRACTOR'S LICENSE NUMBER**

Contractor's Name: \_\_\_\_\_

List Contractor's License Number: \_\_\_\_\_

Tax I.D. : \_\_\_\_\_

**BONDING INFORMATION**

If the Bidder is awarded a construction Contract on this Bid, the Surety that will provide the Performance and Payment Bonds is:

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whose address is:

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The name of the Bidder who is submitting this Bid is:

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doing business at:

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which is the address where the contract and all communications concerned with this bid shall be sent.

**REFERENCE PROJECT INFORMATION**

Recent projects first

**#1** (Project Name, Location, Contract Cost) Project description:

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Project completion date: (contracted): \_\_\_\_\_ (actual): \_\_\_\_\_

Contact name: \_\_\_\_\_ Telephone: \_\_\_\_\_

**#2** (Project Name, Location, Contract Cost) Project description:

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Project completion date: (contracted): \_\_\_\_\_ (actual): \_\_\_\_\_

Contact name: \_\_\_\_\_ Telephone: \_\_\_\_\_

**#3** (Project Name, Location, Contract Cost) Project description:

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Project completion date: (contracted): \_\_\_\_\_ (actual): \_\_\_\_\_

Contact name: \_\_\_\_\_ Telephone: \_\_\_\_\_

**SUBCONTRACTOR DISCLOSURE LISTING**

If a bid for the project contains subcontractor, the Bidder must submit a written disclosure of the names, addresses, contractor license number, if applicable, and amount of subcontract for all subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid and describe the Work that each Subcontractor will perform.

**# 1** Subcontractor Name and description of work to be performed:

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**# 2** Subcontractor Name and description of work to be performed:

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**# 3** Subcontractor Name and description of work to be performed:

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**# 4** Subcontractor Name and description of work to be performed:

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**# 5** Subcontractor Name and description of work to be performed:

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**NON-COLLUSION AFFIDAVIT**

**Public Contract Code §7106**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
(Name of Principal of Bidder)

deposes and says that he or she is \_\_\_\_\_  
(Office of Affiant)

of \_\_\_\_\_, the party  
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against District, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Principal)

Subscribed and sworn before me \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public of the State of \_\_\_\_\_

In and for the County of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)



**BID BOND**

**Project #3031**

KNOW ALL PEOPLE BY THESE PRESENTS, that \_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, a Corporation duly organized under the Laws of the State of California, having its principle place of Business at \_\_\_\_\_, in the State of \_\_\_\_\_, and authorized to do business in the State of California as Surety, are held and firmly bound unto the Valley of the Moon Water District, hereinafter called the District, in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his Bid for the above noted project in the District, said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the District the penal sum as liquidated damages.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact (A Certified Copy of the Agent's Power  
of Attorney must be attached)

**BIDDER CERTIFICATIONS**

The undersigned Bidder certifies to the District as set forth in Sections 1 through 5 below.

**1. STATEMENT OF CONVICTIONS**

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

**2. CERTIFICATION OF WORKER’S COMPENSATION INSURANCE**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

**3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor’s responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

**4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE**

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

**5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned’s Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the District will be relying on this certification if it awards the Contract to the undersigned.

**BIDDER:** \_\_\_\_\_  
(Name of Bidder)

Date: \_\_\_\_\_, 20\_\_ By: \_\_\_\_\_  
(Signature)

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

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

## **INSURANCE AND INDEMNIFICATION REQUIREMENT CERTIFICATION**

### **INSURANCE**

Indemnification – To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless Valley of the Moon Water District (District), its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys’ fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. Workers' Compensation Insurance - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. Builder's Risk – (Course of Construction) if necessary- insurance utilizing an “All Risk” (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See Responsibility of Work
5. Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District)

Other Required Provisions – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of

both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

2. Primary Coverage: For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by the District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with the endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage, or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed by the District, its directors, officers, employees, and authorized volunteers named as loss payees, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of the District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to the District copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

Other Considerations/Exceptions:

If scope includes Design/Build exposures include:

Professional Liability - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability maybe Claims Made Policies – include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

## GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gangplanks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the *Coccidioides* fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

In signing below, I hereby certify that I am able to obtain the above-referenced insurance and indemnification requirements and will have them in full force prior to signing the Contract Agreement with the District.

**BIDDER:** \_\_\_\_\_  
(Name of Bidder)

Date: \_\_\_\_\_, 20\_\_ By: \_\_\_\_\_  
(Signature)

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

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

**BID FORM**

THIS BID IS SUBMITTED BY:

---

(Firm/Company Name)

Re: **TEMELEC 1M WATER TANK RECOATING and RETROFIT Project # 3031, Sonoma, CA**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with District in the form included in the Attachments "Contract Document Agreement", to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents and Bid.
2. Bidder accepts all of the terms and conditions of the "Contract Document Agreement", including this Bid packet in its entirety. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Documents, performed all necessary Pre-Bid investigations, and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract and Bid Documents for the following sums of money listed in the following Schedule of Bid Prices:

ITEM #	BID ITEM	EST. QTY.	UNIT
1	Exterior and Interior Tank Recoating (1,000,000 gallons) per Bid Specifications	1	Lump Sum
2	Tank modifications (railing, solar mounting brackets) per Bid Specifications	1	Lump Sum
<p>TOTAL BASE BID AMOUNT described in words is:</p> <p>_____</p> <p>_____</p> <p>TOTAL BASE BID AMOUNT described numerically is:</p> <p>\$ _____ and _____/100</p>			



# ATTACHMENTS

## AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [202\_\_], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and Valley of the Moon Water District ("District" or "District"), acting under and by virtue of the authority vested in District by the laws of the State of California.

WHEREAS, District, by Board approval at its meeting on [Month/Date/Year] awarded to Contractor the following Contract:

### **Temelec 1M Water Tank Recoating and Retrofit Project # 3031**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and District agree as follows:

#### **SCOPE OF Work OF THE CONTRACT**

##### *Work of the Contract*

**Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.**

##### *Price for Completion of the Work*

**District shall pay Contractor the following Contract Sum of \$ \_\_\_\_\_ for completion of the Work in accordance with the Contract Documents as set forth in Contractor's Bid, attached hereto.**

***The Contract Sum includes all allowances (if any).***

#### **COMMENCEMENT AND Completion of Work**

1. Exterior modifications and interior tank recoating to start by December 9, 2024, and be completed and tank operational by March 20, 2025.
2. Exterior tank recoating to start immediately after interior tank recoating is finished and to be completed by May 30, 2025.

#### **Project REPRESENTATIVES**

##### *District's Project Manager*

District has designated Matt Fullner, General Manager as its Project Manager to act as District's Representative in all matters relating to the Contract Documents.

District may assign all or part of the Project Manager's rights, responsibilities, and duties to a Construction Manager, or other District Representative.

##### *Contractor's Project Manager*

Contractor has designated [\_\_\_\_\_] or other] as its Project Manager to act as the Contractor's Representative in all matters relating to the Contract Documents.

## Liquidated Damages FOR DELAY IN COMPLETION OF WORK

### *Liquidated Damage Amounts*

As liquidated damages for delay Contractor and District agree that a reasonable amount of damages for late completion is \$500.00 (five hundred dollars) per day for the first 7 calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to \$1,000 (one thousand dollars) per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. The Contractor agrees to pay these sums as damages within 30 days of incurrence and agrees that they are not imposed as a penalty.

## Contract Documents

*The Contract Documents consist of the following documents, including all Change Orders, Addenda, and Modifications thereto: **This bid package in its entirety.***

## Miscellaneous

Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at District's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Sonoma.

**Dispute Resolution**

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Contract, the Parties involved shall in good faith meet and confer within twenty-one (21) calendar days after written notice has been sent to the Disputing parties. In the event that the parties are not able to resolve the dispute through informal negotiation, the parties agree to submit such dispute to formal mediation before litigation. If parties cannot agree upon the identity of a mediator within ten (10) business days after a party requests mediation, then the parties shall each select a mediator and those two mediators will select a third mediator to mediate the dispute. The parties shall share equally in the cost of the mediator or mediators who ultimately mediate the dispute, but neither party shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled. If a party refuses to participate in mediation prior to commencing litigation, that party shall have waived its right to attorney fees and costs as the prevailing party.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**CONTRACTOR: [CONTRACTOR'S NAME]**

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

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

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

**DISTRICT: Valley of the Moon Water District**

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

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

General Manager

Attest: \_\_\_\_\_  
Deputy Secretary

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

# TECHNICAL SPECIFICATIONS

**SPECIFICATIONS**  
**TEMELEC 1M WATER TANK RECOATING AND RETROFIT**  
**COATING OF EXISTING STEEL STORAGE TANK**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

The work to be done under this section consists of furnishing all necessary and required materials, equipment, and labor for preparing surfaces and applying protective coatings to all exterior surfaces of one (1) 1,000,000 gallon, welded steel water storage tank – Temelec 1M Water Tank.

Additional tank modifications to be included in the bid are:

- Disconnect overflow and drain from tank
  - Install new 8” drain valve
- Install concrete ring and drain grate
- Remove existing ladder
- Add new OSHA-compliant ladder, cage, and cage door
- Install level 4x6 ft slip-resistant grate landing at top of ladder with 8ft railings on each side of ladder with 4ft returns toward center
- Removal and enclosure of top screen (entire circumference of tank top)

Care has been taken to delineate those surfaces to be coated and those surfaces not to be coated. However, if coating requirements have been inadvertently omitted from this or other sections of these specifications, it is intended that all exterior metal surfaces of the Temelec 1M Tank, unless specifically exempted, shall receive first-class protective coating equal to that given the same type of surface pursuant to these specifications.

Paint chips and dust must be contained and collected during the surface preparation operations and stored in approved sealed containers in a secure area prior to final disposal by the Contractor. Spent dry abrasive and coating residue generated during the interior surface preparation are to be considered to be disposed of under Raw Materials Recycling Program.

The Contractor's work includes providing properly certified personnel to assist with the development of the specified programs, conducting required testing to characterize waste, and monitoring and document compliance with worker protection and air emission requirements.

The requirements for the project are outlined in parts 1 through 3 of this specification. The submittals required from the contractor are outlined in section 1.10. All submittals shall be provided to the District for review and approval at least seven (7) days before beginning the work.

1.2 *DEFINITIONS*

- A. Hazardous Waste: paint debris can be classified as hazardous waste due to the characteristic of toxicity, as determined by testing in accordance with Title 22 California Code of Regulations (CCR), Division 4, Chapter 30, Article 11. Any substance(s) listed in Article 11, section 66699 at concentrations greater than their listed Soluble Threshold Limit Concentration (STLC) or Total Threshold Limit Concentration (TTLC) may need to be further characterized by the Toxicity Characteristic Leaching Procedure (TCLP) in accordance with 40 CFR 261 and other tests prior to disposal. Common paint TTLC standards for various substances are:

	<u>STLC (mg/l)</u>	<u>TTLC (mg/kg)</u>
Barium	100	10,000
Cadmium	1	100
Chromium	5	500
Lead	5	500
Mercury	0.2	20
Zinc	250	5,000

- B. Containment and Ventilation Systems: Includes the containment structure (i.e., containment wall, floor, supporting structure, entryways); ventilation system (i.e., air input and exhaust); and dust collection.
- C. Contractor's Environmental Consultant: The independent, qualified third-party environmental firm retained by the Contractor to plan and conduct specified environmental testing of air and waste in accordance with regulations and this specification.
- D. GISO/CSO: Acronym for the General Industry Safety Orders and the Construction Safety Orders.
- E. Grade D Air: Air that meets criteria established by the Compressed Gas Association, Inc., and is required to be used in air-supplied respirators.

1.3 *REFERENCES*

All references shall be the latest published version, including editorial revisions.

- A. SSPC Vol. 1, Steel Structures Painting Manual, Vol. 1, Good Painting Practice.
- B. SSPC Vol. 2, Steel Structures Painting Manual, Vol. 2, Systems and Specifications.
  - (1) SSPC-SP 1 Solvent Cleaning
  - (2) SSPC-SP 5 White Metal Blast Cleaning
  - (3) SSPC-SP 6 Commercial Blast Cleaning
  - (4) SSPC-SP 7 Brush-Off Blast Cleaning
  - (5) SSPC-SP 10 Near White Metal Blast Cleaning
  - (6) SSPC-SP 15 Commercial Grade Power Tool Cleaning
  - (7) SSPC-SP 14/NACE No. 8 Joint Surface Preparation Standard Industrial blast Cleaning.
  - (8) SSPC-SP 16 Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
  - (9) SSPC-AB 1 Mineral and Slag Abrasive

(10)	SSPC-AB 2	Cleanliness of Recycled Ferrous Metallic Abrasives
(11)	SSPC-PA 1	Shop, Field and Maintenance Painting
(12)	SSPC-PA 2	Measurement of Dry Paint Thickness with Magnetic Gauges
(13)	SSPC-PA Guide 3 A	Guide to Safety in Paint Application
(14)	SSPC-PA Guide 11	Protecting Edges, Crevices, and Irregular Steel Surfaces by Stripe Coating
(15)	SSPC- Vis 1-89	Visual Standards for Abrasive Blast Cleaned Steel
(16)	SSPC-Guide 6	Guide for Containing Debris Generated During Paint Removal Operations
(17)	SSPC-Guide 7	Guide for the Disposal of Lead Contaminated Surface Preparation Debris

- C. NACE SP0178, Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service
- D. ISO 8502-3 Preparation of Steel Substrates Before Application of Paints and Related Products
- E. AWWA D102, AWWA Standard for Painting Steel Water Storage Tanks

#### 1.4 MANUFACTURER'S REPRESENTATIVE

A qualified technical representative of each coating system manufacturer shall be made available at the job site as required by the District to resolve problems related to the coating systems or the application of the systems.

#### 1.5 CRITERIA FOR CONTAINMENT

##### A. Containment System

The Contractor shall design a containment system for all work that will control environmental emissions according to the criteria listed in section 1.7 and will control the working environment within containment according to the requirements listed in section 1.10 and Part 3. The containment system shall meet Class 1A requirements as specified in SSPC -Guide 6.

##### B. Containment Support Verification

The Contractor shall thoroughly examine the structures to be prepared to verify their ability to support containment including the wind loads that can be imparted by such a system. Containment drawings shall be submitted for district approval in accordance with the requirements of section 1.10

#### 1.6 CRITERIA FOR CONTROLS OVER ENVIRONMENTAL EMISSIONS

##### A. Ambient Air Quality For Particulate Matter

The Contractor shall be responsible for retaining a qualified, independent, third-party certified industrial hygienist to conduct real-time ambient air monitoring for particulate material and perform visual assessments of the containment structure. Perimeter ambient air monitoring shall be conducted in accordance with NIOSH Method 7105 or equivalent method having a detection limit of 0.5µg/M<sup>3</sup> and shall be performed daily for the duration of exterior abrasive blasting. At a minimum, simultaneous collection points at the four points of the compass shall be used. The



samples will be analyzed on a 24-hour turnaround basis by an AIHA-certified lab for total particulate, zinc, and lead. Allowable releases outside of containment shall not exceed  $3\mu\text{g}/\text{m}^3$  for lead, or 10% of the Cal/OSHA PEL for any other element

While monitoring at various locations, the sampling technician will also make and record observations relative to the locations monitored and the effectiveness of the containment. Such visible monitoring will be done per EPA Method 22. The focus of the monitoring will be at downwind locations from any dust-generating activities. Visible emissions from the containment structure shall be limited to Level 1 emissions as defined in SSPC Guide 6 Section 5.5.1.1 General Surveillance. If at any time Level 1 emissions criteria are exceeded, the Contractor shall cease work and take immediate and effective corrective action before work resumes.

B. Soil Quality

The Contractor shall not contaminate the soil with spent abrasive or coating residue. The Contractor shall be responsible for the cost and coordination of soil testing. The Contractor shall collect samples in accordance with an approved sampling plan (reference section 1.9.F). Collection of pre and post-job samples shall be witnessed by the Engineer. Testing of soil samples shall be performed by an AIHA-certified laboratory. Testing shall determine levels of total lead, chromium, zinc, copper, and hazardous organic compounds in the soil prior to job start-up and upon completion. Laboratory analysis shall be conducted in accordance with EPA Method 3050. The Contractor shall be solely responsible for the removal of contaminated soil and site restoration if the post-job soil analysis shows an increase of 100 ppm or greater for lead, chromium, zinc, copper, or hazardous organic compounds.

C. Water Quality

The Contractor shall protect surface and groundwater from contamination by fugitive dust from abrasive blasting operations, overspray, spent abrasive and coating residue. The Contractor shall protect all drains and piping, including tank inlet, outlet, and overflow piping, from entry of spent abrasive. Paint debris and abrasives shall not be allowed to enter the storm sewer system. The Contractor shall be solely responsible for all clean-up in the event of contamination.

D. Residential Property

The Contractor shall protect all residential property from contamination by fugitive dust from abrasive blasting operations, overspray, spent abrasive, and coating residue. The Contractor shall be solely responsible for all clean-up in the event of contamination.

1.7 *CRITERIA FOR WORKER EXPOSURES TO LEAD*

Cal/OSHA requirements for worker protection as outlined in, GISO 8 CCR 1532.1 LEAD and 5144 RESPIRATORY PROTECTION shall be followed. These and all other Cal/OSHA standards and requirements are incorporated by reference into this technical specification.

1.8 *CRITERIA FOR THE HANDLING OF HAZARDOUS WASTE AND REPORTING RELEASES*

A. Testing of Debris

The Contractor shall be responsible for retaining trained and qualified personnel to perform required representative sampling of the paint and paint-related debris (waste) resulting from this

work. Laboratory analysis for the purpose of testing waste for hazardous characteristics shall be performed by a California Department of Public Health (CDPH) Certified laboratory. A copy of the laboratory results shall be provided to the District for review prior to waste disposal.

Sampling, handling, transportation, and testing of spent media and paint debris shall be in accordance with an approved sampling plan submitted to the District. Collection of all samples shall be witnessed by the Engineer. In all cases, the debris shall be tested to determine if it is hazardous in accordance with CCR Title 22, Chapter 30, Article 11 Identification and Listing of Hazardous Waste. In addition, debris containing coal tar shall also be tested in accordance with EPA methods 8100 and 8270 to test for the presence of any hazardous organic compounds.

Dry Abrasive Blasting (Recycled and Non-recycled Abrasives).

Initial testing of debris generated during interior and exterior surface preparation shall be done in accordance with an approved sampling plan. No spent abrasive or coating residue will be removed from containment until the results of the initial tests are reviewed by the District, Contractor, and laboratory. In addition, no spent abrasive or coating residue will be removed from containment until proper handling procedures are established. A minimum of four representative samples of each waste stream is required. Any additional testing and waste profiling required by the approved waste disposal facility shall also be the responsibility of the Contractor. Laboratory analysis for the purpose of testing waste for hazardous characteristics shall be performed by a California Department of Health Services (DHS) Certified laboratory. A copy of the laboratory results shall be provided to the District for review prior to waste disposal.

The Contractor shall be responsible for the cost of all testing.

#### B. Hazardous Waste

If the tests of the debris in (A) show the waste to be hazardous, the following requirements shall apply:

1. **Site Storage and Handling:** The Contractor shall pay strict attention to the requirements of 40 CFR 261, 262, 263, 40 CFR 265, and Title 22 Ch. 30 for the on-site handling of debris, with special attention given to the time of storage, amount of material stored at any one time, use of proper containers, and personnel training. Paint debris shall be stored in a secure, labeled, sealed impervious container pending laboratory analysis and disposal. Paint debris shall not be placed on unprotected ground and shall be shielded adequately to prevent dispersion of the debris by wind or rainwater. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken.
2. **Transportation and Disposal of Debris:** The Contractor shall arrange to have the debris transported from the site in accordance with the requirements of 40 CFR 261, 262, 263 and 264, and disposed of properly in accordance with 40 CFR 268, GISO 8 CCR Articles 40 and 41, 49 CFR Parts 172, 173, 178 and 179 and Title 22, Ch. 30, Articles 5, 6, 6.5, and 8. The Contractor shall prepare waste manifests for review by the district. Upon waste pickup by the selected transporter, manifests shall be signed by the District, and copies received to verify that all steps of the handling and disposal process have been completed properly. Upon arrival at the landfill, weight tickets should be distributed to the District to verify the amount of waste received. The Contractor shall be responsible for all costs

associated with the transportation and disposal of all wastes generated as a result of this work.

3. CERCLA Release: The Contractor is advised that discharge of ten or more pounds of lead (4 mils or less in diameter) into the atmosphere, water, or soil within a 24-hour period is considered a reportable quantity in accordance with 40 CFR 300 and 40 CFR 302 (July 2, 2001).

C. Non-Hazardous Waste

If tests of debris in (A) show the waste to be non-hazardous, the following requirements shall apply:

1. Site Storage and Handling: Waste will be properly stored in impervious containers with labels indicating the waste has been determined non-hazardous.
2. Transportation and Disposal of Debris: Transportation shall be accomplished in a manner that does not result in the reappearance to the environment while in transport to the selected landfill or recycling facility.
3. Disposal of Debris: Disposal shall be in accordance with the selected landfill or recycling facility requirements.

D. Recycled Waste

Waste (spent abrasive and paint chips) generated during work on interior and exterior surfaces that are found to be non-hazardous or capable of otherwise being managed under an Excluded Recyclables Materials Program with a waste recycling company such as California Portland Cement Company or approved equal is encouraged.

Under this program, the Contractor and the waste recycling company shall recycle the abrasive debris under the exemption allowed in the Health & Safety Code 25413.2 and California Code of Regulations (CCR) Title 22, 66261.6 (a) (3).

The recycling company shall provide the Contractor & District with a Recycling Certificate, certifying that the waste has been recycled as an ingredient in portland cement or other beneficial reuse as an aggregate.

1.9 *SUBMITTALS*

The Contractor shall provide all applicable permits for surface preparation and surface coating prior to the commencement of work and shall provide detailed written programs for each of the items below prior to beginning work.

The Contractor shall provide the name of his designated "Competent Person", or Supervisor as defined in 8 CCR 1532.1 (b) Definitions. The Competent Person shall be responsible for enforcing and documenting compliance with all written compliance programs as defined by Cal/OSHA and this specification.

- A. Removal/Containment/Ventilation Plan

1. The Contractor shall provide a written plan for the methods to be employed for surface preparation, containment and ventilation, and collection of debris for both interior and exterior work. The plan shall reference the containment system to be used as described in SSPC-Guide 6, and as required in paragraph 1.6. When designing the system(s), the contractor shall recognize the load-bearing capacity and integrity of the structure to be painted. The Contractor shall have the containment and ventilation plan reviewed and stamped by a Professional Engineer and submit drawings for District approval.
2. Dust collection controls shall be employed to reduce worker exposure to airborne dust/lead particulate generated during interior and exterior surface preparation. Dust collection equipment shall be appropriate to maintain the containment under negative pressure. Fans with dust socks shall not be considered appropriate under any circumstances.

Vacuum collection shall be employed to recover spent abrasive, water, and coating particulate from the containment structure(s).

B. Programs for the Protection of the Ambient Air, Soil, and Water, and for Waste Classification

The Contractor shall submit the testing and evaluation programs that will be used to confirm that work does not violate Federal, State, and local regulations. Acceptance criteria are found in paragraph 1.7.

1. Ambient Air Quality: The Contractor shall submit a written program developed and signed by a qualified, independent, third-party certified industrial hygienist (Contractor's Environmental Consultant) for air monitoring at the project site. The plan will be implemented for the duration of exterior surface preparation and shall be in accordance with the sampling procedure specified in paragraph 1.7A.
2. Soil Quality: The Contractor shall submit a written plan for the prevention of soil contamination. The plan shall contain elements as outlined in SSPC-Guide 6 – Guide for Containing Debris Generated During Paint Removal Operations, section 5.5.5 method E – Soil Analysis for Toxic Metals and shall address sampling at areas upwind and downwind of the tank; shall include a map of proposed sampling locations; shall include sampling protocol and shall include the method to be used to mark sampling sites. Sample locations shall remain marked for the duration of the project.
3. Water Quality: The Contractor shall submit a written plan for the prevention of surface and groundwater contamination. The plan shall reference the containment system to be used as described in SSPC-Guide 6, and as required in paragraph 1.6.

C. Worker Protection Program

The Contractor shall submit the following worker protection program.

1. The Contractor shall provide the following written programs at a minimum in accordance with CCR 8 Section 1532.1 Subsection e. Methods of Compliance, subsection (2) Compliance Program.

- a) Exposure Monitoring: A written program for determining the level of airborne lead that workers are exposed to for all tasks that disturb lead. Monitoring shall be performed in accordance with 8 CCR 1532.1 (d) Exposure Assessment.
- b) Respiratory Protection Program: A respiratory protection program as required by 8 CCR 1532.1 (f). Documentation that all employees have passed respirator fit tests and have been assigned individual respirators must be submitted prior to the start of the job. At a minimum, Type CE respirators and Grade D air must be provided during all abrasive blasting operations.
- c) Personal Hygiene: A description of the personal hygiene facilities and practices to be used, and protective clothing controls as required by 8 CCR 1532.1 (g), (h), and (i).
- d) Medical Surveillance Program: A medical surveillance program including the mechanism for submitting pre-job and post-job blood level results, and a statement that employees will be removed from the work site if blood lead levels exceed the thresholds established in 8 CCR 1532.1 (j) and (k).
- e) Employee Training: A copy of the employee training program in accordance with the requirements of 8 CCR 1532.1 (l) Employee Training and Certification.
- f) Employee Access to Records: A statement that the employee has been informed of the hazards on the project, and of his or her right of access to exposure and medical records as required by 8 CCR 1532.1 (n) Record Keeping.
- g) Hazard Communication: A copy of the Contractor's hazard communication program as required by 8 CCR 5194 Hazard Communication.
- h) Warning Labels and Signs: A statement confirming that labels and signs meeting the following criteria will be posted in and around the work area: To be a minimum of 20 X 14 inches and include the phrase "Caution Lead Hazard, Keep Out Unless Authorized" in minimum 2 inch high letters. Cal-OSHA lead warning posters shall state: "Warning - Lead Work Area, Poison, No Smoking or Eating."

D. Sampling, Handling, Testing, and Disposal of Debris

The Contractor shall provide the following:

1. Handling, Site Storage, and Testing: A written plan that addresses the sampling, handling, site storage and testing/classification of all debris in accordance with the requirements of 40 CFR 261, 262, 263, 40 CFR 265, 49 CFR Parts 172, 173, 178, and 179 and CCR Title 22 Chapter 30, and as required in section 1.9. The plan shall contain all elements outlined in SSPC-Guide 7 – Guide for the Disposal of Lead-Contaminated Surface Preparation Debris. The contractor shall confirm that an EPA identification number will be obtained, that proper manifesting of the waste will be addressed and that all site storage limitations, including the time of storage, container requirements, contingency plan, and personnel training, will be observed. The District shall be responsible for obtaining the EPA I.D. number.

2. Transportation and Disposal: A written confirmation that the debris will be treated and disposed of in accordance with 40 CFR 261, 262, 263, 264, 40 CFR 268, 49 CFR Parts 172, 173, 178, and 179, and/or Title 22 CCR Chapter 30, and in accordance with section 1.9. The program shall provide assurance that the debris is handled properly from cradle to grave, include the necessary notifications and certifications on shipments, provide the name of the disposal facility, and include a schedule for the submittal of the completed manifests to the District.
3. CERCLA Release: The Contractor shall submit a plan for reportable releases in accordance with 40 CFR 300 and 40 CFR 302.

E. General Safety Requirements

1. Confined Space: The Contractor shall submit a confined space entry, exit, and emergency plan in accordance with 8 CCR 5158 Other Confined Space Operations.
2. Lighting: A written confirmation that the Contractor shall provide adequate lighting and ventilation for safe working conditions and inspection purposes in accordance with all applicable safety regulations and requirements by regulatory agencies and the coating manufacturer.
3. Ventilation: A written confirmation that the Contractor shall provide adequate ventilation as required by 8 CCR 5158, ANSI Standard Z9.4 - 1968 for safe working conditions and inspection purposes.
4. Secondary containment: A written confirmation that the Contractor shall provide secondary containment for all operating equipment and paint storage.
5. Other Safety: A written confirmation that the Contractor shall provide and require the use of personal protective equipment (PPE) for persons working on or about the work site in accordance with GISO 8 CCR Subchapter 4, Articles 4, 14, 15, 18, 21, 22, 23, 24, 25, 28 and 36. Such equipment shall, as a minimum, properly address protection in the following categories: head and face protection, respiratory devices, ventilation, sound levels, illumination, and temporary ladders and scaffolding.

F. Coating Materials

1. Submit a list of coating materials to be provided. Include thinner and bond solvent.
2. Submit two (2) brush-out samples of tank exterior finish color. Tank finish color shall match Tnemec 90 GN Brahm Grass (Semi-Gloss).
3. Submit the coating manufacturer's current specification or technical information proving compliance with the specified requirements, and curing schedule for anticipated environmental conditions (steel temperature, humidity, etc.).
4. Submit certification from the coating manufacturer stating coating system materials provided comply with the current specifications or technical information submitted.
5. Submit the coating manufacturer's latest written instructions for all coating system materials storage, surface preparation, stripe coat application, coating repair, mixing and

application, ventilation, and curing of coating system. Include maximum and minimum storage temperatures, maximum and minimum surface temperatures, special preparation of painted surface when recoat time has been exceeded, curing time required prior to performing holiday detection testing., and minimum adhesion values of the total system per ASTM D-4541 (type II fixed alignment adhesion tester).

G. Abrasives

The Contractor shall submit written confirmation that all abrasives used on the job are clean and free from all contaminants and hazardous compounds. If requested by the District, the Contractor shall provide, at his expense, test results verifying the above.

H. Contractor Qualifications

The Contractor must have a minimum of five (5) years' experience with the application of NSF epoxy linings in potable water storage reservoirs. Experience must include a minimum of one (1) lining project per year using NSF epoxy application equipment.

The Contractor shall submit written verification of experience as described above, and that the workers to be employed on this project are knowledgeable and experienced in preparation for and application of the coatings to be used. The Contractor shall submit documentation from the coating manufacturer that he is an approved applicator of the selected coating material.

Where a plural component pump and equipment are used, the Contractor shall provide a dedicated operator to monitor the operation of the pump during the coating process. The dedicated operator must have a minimum of two years of experience operating plural component system pumps and equipment.

The Contractor shall submit proof of experience and proof of certification for the dedicated operator.

## PART 2 - PRODUCTS

### 2.1 COATING SYSTEMS AND DISTRICT APPROVED PRODUCTS

A. Tank Interior (TIS)

System TIS1: TNEMEC Pota-Pox Series.

No substitutions

B. Tank Exterior Overcoat (TR) - including all appurtenances affixed to the tank (i.e. ladder, vents, etc.)

TNEMEC Endura-Shield series.

No substitutions

B. Electrical Enclosures: TNEMEC exterior overcoat system same as tank color.

C. Caulking

1. Sika - Sika flex 1a or District-approved equal

2. Caulking Adhesion

Caulking material shall be applied in accordance with the manufacturer's recommended procedure. For immersion service, use of appropriate primer is recommended. If required by the Engineer, the Contractor shall provide at no additional cost, all material, equipment, and labor to perform tests for demonstrating proper adhesion of the caulking material to the coating system.

2.2 *ABRASIVE GRIT*

*INTERIOR BLAST CLEANING*

- A. Underside Roof, Shell, and Floor - Conform to SSPC-AB 1. Type I or Type II, Class A
- B. Angular and properly graded to produce a sharp, angular profile and to produce a minimum profile height of 3.5 mil unless otherwise recommended by the manufacturer of the coating which is to be applied.
- C. New, clean, and free of contaminants and containing no hazardous materials.
- D. Certified by California Air Resources Board, Executive Order G-565.
- E. Conform to all applicable requirements of Bay Area Air Quality Management District.
- F. Except: Do not use nickel slag.

2.3 *THINNERS AND SOLVENTS*

- A. Use only thinners and solvents as specified in the coating manufacturer's technical data or specifications. Substitutions will not be allowed.
- B. Thinners and solvents shall be used for cleaning only

2.4 *DELIVERY, STORAGE, AND HANDLING*

A. DELIVERY

The coating materials shall be furnished by the Contractor and delivered to the job site in their original unopened containers which shall bear the manufacturer's name, batch number, and date of manufacture. Requests for substitutions shall be submitted for possible approval in writing prior to delivery. Material Safety Data Sheets must accompany all materials on site.

All coating materials shall be labeled and used in accordance with SSPC-PA 1, Paragraphs 5.1.1 through 5.1.5.

Except: All coating system materials without a stated shelf life shall be delivered and used within six months of the date of manufacture.

Except: Certification, from any source, that coating system materials are still suitable for use beyond the stated shelf life or beyond the six-month period specified above will not be accepted.

The contractor shall deliver abrasive grit in moisture-proof bags or airtight bulk containers.



B. STORAGE

All coating materials shall be stored so as to conform with all safety regulations for flammable or hazardous materials. The contractor shall:

Store materials in a single, approved location.

Store coating system materials in enclosed and ventilated structures. Maintain temperature inside the structure within the temperature range recommended by the manufacturer.

Keep storage location clean, neat, and free of fire hazards. Keep abrasive grit dry and clean.

C. HANDLING

The contractor shall NOT spill thinners, solvents, paint products, or other materials that contain toxic substances.

Remove discarded thinners, solvents, and paint products from the job site daily.

2.5 COATING SCHEDULE

A. Interior

1. Complete Removal.
2. Surface Preparation: SSPC-SP10/NACE No. 2 Near-White Blast Clean to create a dense, uniform, and angular surface profile of 2.0 mils.
3. Prime: [Series 91-H2O | Hydro-Zinc](#); 2.5 to 3.5 mils DFT
4. Stripe Coat: [Series V140F | Pota-Pox Plus](#)-15BL Tank White; Brush-applied to all bare and corroded surfaces, sharp edges, welds, nuts and bolts per SSPC-PA 1, 6.6 Striping, 7.4.6 Application Method.
5. Intermediate: [Series V140F | Pota-Pox Plus](#)-1255 Beige; 4.0 to 6.0 mils DFT
6. Finish: [Series V140F | Pota-Pox Plus](#)-15BL Tank White; 4.0 to 6.0 mils DFT
7. **Total DFT: 10.5 to 15.5 mils**

B. Exterior – Overcoat including all appurtenances affixed to the tank (i.e. ladder, vents, etc.)

*Note: existing coating believed to be a water-based acrylic.*

1. Surface Preparation: SSPC/NACE WJ-4 Low Pressure Water Cleaning with a 0 degree orifice revolving nozzle at 3,500 psi minimum followed by aggressive scarification (i.e. cross sanding) to provide a uniform anchor profile of no less than 1.0 mil. All surfaces must be sound, clean, dry, and uniformly roughened.

2. Spot Prime: Series 135 | Chembuild; 4.0 to 6.0 mils DFT to bare substrate / damaged coating / edge rust / chime edges
3. First Coat: Series 1028 | Enduratone; 2.0 to 3.0 mils DFT
4. Second Coat: Series 1028 | Enduratone- 90 GN "Brahm Grass" (Semi-Gloss); 2.0 to 3.0 mils DFT
5. **Total DFT: 9.0 to 13.0 mils**

Where the number of coats or dry film thickness is specified, they shall be considered a minimum. The Contractor shall apply additional coats as necessary to achieve the specified total dry film thickness.

C. The Contractor Shall:

Include the Caulking of interior seams, crevices, roof plate overlays, skip welds and inadequately joined areas following application of interior coating. Thickness of caulking shall be ¼" to ½".

## PART 3 - EXECUTION

### 3.1 GENERAL

Scheduling of all work shall be approved by the District in advance. Tank modifications shall be completed prior to coating application. Interior and exterior coatings shall be removed as required to allow for the installation of all tank modifications. Additional specified surface preparation will be required following the installation of tank modifications.

The interior floor and lower two feet of shell shall be abrasive blasted and all spent abrasive removed prior to any work on the remaining shell or roof areas so that a visual inspection, and repairs if necessary, can be made. Additional abrasive blasting will be required following inspection, repairs, and installation of accessories.

No dehumidification will be required during the initial abrasive blasting of the floor (blast for inspection) and accessory installation.

In general, work shall proceed so that coatings are not damaged by the Contractor's equipment or procedures.

### 3.2 SURFACE PREPARATION

#### A. Interior

##### 1. Protection of Existing Facilities

a. Prevent blast media, paint, or other foreign material from entering open piping.

i. The contractor is advised that tank piping may leak. The contractor shall provide means to seal leaks water-tight and provide a dry environment in which to work.

- ii. The exterior center roof vent shall be removed prior to abrasive blasting and the opening covered by the contractor. The opening shall remain sealed throughout the coating operation and curing.
- iii. At all times, abrasive shall be prevented from scoring or damaging machined surfaces on valves or other equipment. Bearings and bearing surfaces shall be protected from damage or contamination by abrasive, dust or coating materials.
- iv. The contractor shall remove all interior anodes, brackets, and wiring prior to any abrasive blasting.

2. Defects in Welds and Steel

- a. Remove weld splatter and defects in steel such as delaminations, sharp edges, and slivers by grinding as directed by the District and in accordance with NACE SP0178. All areas where grinding is performed shall be subsequently abrasive blasted to the degree specified prior to the application of any coating.
- b. Only electric grinders shall be permitted.

3. Galvanized Surfaces

Abrasive blast galvanized surfaces in accordance with SSPC SP-16 to provide the specified degree of surface cleanliness and profile. Prior to coating, grind any rough edges or delaminated galvanizing that remain following abrasive blasting. All areas where grinding is performed shall be subsequently abrasive blasted to the degree specified prior to the application of any coating.

4. Abrasive Blast Cleaning

a. Blast for Inspection

All surfaces of the floor and lower two feet of the bottom shell ring shall be prepared by dry abrasive blast cleaning using compressed air and blast nozzles to achieve a degree of cleanliness as defined by SSPC-SP14, and as indicated in, Coating Schedule.

Remove all spent abrasive and coating residue from tank interior to allow for inspection. Re-blast floor and lower two feet of bottom shell ring to Near-White (SSPC-SP-10) surface prior to coating.

b. Blast for Coating

All interior surfaces shall be prepared by dry abrasive blasting to a Near-White (SSPC-SP-10) surface, as indicated in Coating Schedule. The completed surface shall have at least 95% of each element of surface free of all visible residues.

If required by the Engineer, the Contractor shall provide at no additional cost the material, equipment, and labor to perform tests (test panel) for demonstrating the standards for surface preparation as stipulated above.

The type and size of abrasive particles used shall be that which will produce a sharp, angular profile with a minimum profile height of 3.5 mil unless otherwise recommended by the manufacturer of the coating which is to be applied.

All abrasive blasting shall be completed prior to application of coating material.

5. Environmental Control

- a. Provide dehumidification, heat, and ventilation to establish and maintain a minimum surface temperature of 60° degrees Fahrenheit, and the specified relative humidity, and dew point in the tank; and to provide the specified ventilation and dust control
- b. Dehumidification, heat, and ventilation equipment shall be used to control the environment in the tank interiors, hereafter referred to as the space:
  - i. For 24 hours prior to blast cleaning and then continuously 24 hours a day, 7 days a week during blast cleaning, coating, and final coating cure.
  - ii. For the final cure period established by the coating manufacturer based on dry film thickness, surface temperature, and humidity. The final cure period shall commence upon completion of all touch-up and remedial work.
- c. The Contractor shall provide a chart recorder to monitor the interior ambient conditions including air temperature, steel temperature, dew point, and relative humidity during the night. A chart containing the environmental information shall be provided to the Engineer on a daily basis.
- d. Equipment shall conform with the following requirements:
  - i. The dehumidifier shall be a solid desiccant design having a single rotary desiccant bed capable of continuous operation, with fully automatic operation. No liquid desiccant, granular, or loose lithium chloride drying systems shall be accepted. The dehumidification equipment shall have working hour meters.
  - ii. Dehumidification equipment shall continuously deliver air with a maximum relative humidity of 11% sufficient to supply the space with (2) two complete air changes per hour.
  - iii. Dehumidification equipment shall supply sufficient dry air to assure that the air adjacent to the surfaces to be abrasive blasted or coated shall not exceed 35% relative humidity at any time during the blasting, coating, or curing cycle.
  - iv. Dehumidification equipment shall be capable of depressing the dew point in the space 10° degrees below ambient air temperature within twenty minutes.

- v. Noise levels of dehumidification, heat, and ventilation equipment shall not exceed 50dB at 7 meters full open at any time during the operation of said equipment. The Contractor shall provide power for operating the equipment. The equipment shall be soundproofed to minimize disturbance to surrounding residences during overnight operation. Appropriate soundproofing material includes but is not limited to rolled fiberglass insulation, rigid foam insulation, and/or acoustical blankets.
- e. Auxiliary heaters or chillers may be necessary to maintain the surface temperature at a level acceptable to the coating manufacturer's application parameters. This auxiliary equipment must be approved for use by the manufacturer of the dehumidification equipment and shall meet the following requirements:
  - i. Heaters and coolers shall be installed in the process air supply duct between the dehumidifier and the space as close to the space as possible.
  - ii. Only electric or indirect gas-fired auxiliary heaters shall be used. No direct-fired space heaters will be allowed during the blasting, coating, or curing phase.
  - iii. Heaters shall be equipped with controls that automatically turn the heater off if the airflow is interrupted or the internal temperature of the heater exceeds its design temperature or that of the supply duct.
  - iv. Air heaters or refrigeration equipment are not acceptable as a substitute for dehumidification.
- f. Provide exhaust air dust collector to prevent discharge of dust to outside air. The space to be controlled shall be sealed off as well as possible allowing air to escape at the bottom of the space away from the point where the dehumidified air is being introduced.
  - i. The dust collection system must be designed to match but not exceed the air volume of the dehumidification equipment. Do not re-circulate the air from the space or from the filtration equipment back through the dehumidifier. During coating application, ventilated air shall be discharged at not less than one air change per hour.
- g. Clean dehumidification filters prior to the start of dehumidification and clean weekly thereafter. More frequent cleaning may be required if recommended by the manufacturer
- h. Dehumidification ducting shall meet the following requirements:
  - i. Mechanically connected and sealed with duct tape at joints.
  - ii. Extend to the center of space and attach to a diffuser that will distribute air equally throughout space.

6. Cleaning of Surfaces

Immediately preceding the application of any coating, all surfaces shall be cleaned of dust or foreign matter using an approved vacuum system. Surface cleanliness shall be verified by wipe and/or tape test in accordance with ISO-8502-3 (grade 2).

The contamination of freshly painted surfaces by dust or foreign matter shall be prevented or shall be corrected by subsequent cleaning to the specified degree of surface preparation.

B. Exterior

1. Surface Preparation – SSPC/NACE WJ-4

3.3 COATING APPLICATION

A. Interior

1. Obtain Engineer's evaluation and approval of steel surface preparation immediately prior to coating application. No coating may be applied until the surface cleanliness has been approved by the Engineer.
2. Obtain Engineer's evaluation and approval of cleanliness of previous coat immediately prior to second coat or repair coat application.
3. All coating shall be mixed and applied in strict conformity to the coating manufacturer's recommendations, applicable portions of the Steel Structures Painting Council Manual Volume 1, and as specified herein. The Contractor shall use touch-up kits supplied by the coating manufacturer for touch-up and repairs.
4. For tank interior system T1, all sharp edges, pits, irregular surfaces, seams, crevices, skip welds, weld seams, roof plate overlaps, and other inadequately joined surfaces shall receive one stripe coat as recommended by the coating manufacturer. The stripe coat shall be a separate coat applied prior to application of a full prime coat. All stripe coating material shall be worked into the surfaces using steady, continuous brush strokes. No dabbing will be allowed. Thinning of stripe coat material will not be allowed.
5. For tank interior system T1, application shall be applied evenly, free of brush marks, sags, runs, and pin holes with no evidence of poor workmanship. Finished coating shall be uniform in color and gloss over the entire surface and shall be smooth to the touch, free of sags, runs, overspray, cracks, pinholes, pores, or other surface defects.
6. Complete coating; dry film testing; holiday detection and repairs on all surfaces above the floor prior to coating the floor.
7. Apply all coatings using heated plural component airless equipment as recommended by the coating manufacturer.
8. Coating repairs shall be made in accordance section 3.5.

9. Coating material shall be stored, mixed, and applied at temperatures recommended by the coating manufacturer.
10. Discard all catalyzed coatings at the end of each working day or at the end of the manufacturer's recommended pot life, whichever is first.
11. Scaffolding or other support systems shall be free of all abrasive media, dirt, and other foreign matter during coating application.
12. Remove all empty paint buckets from the job site daily.

B. Exterior

1. Obtain Engineer's evaluation and approval of steel surface preparation immediately prior to coating application.
2. Obtain Engineer's evaluation and approval of cleanliness of previous coat immediately prior to second coat or repair coat application.
3. All coating shall be mixed and applied in strict conformity to the coating manufacturer's recommendations, applicable portions of the Steel Structures Painting Council Manual Volume 1, and as specified herein. The Contractor shall use clear measuring cups or graduated measuring devices approved by the Engineer to verify proper ratio of components when mixing partial kits.
4. Apply all coatings with airless spray except areas less than six (6) square inches may be brushed. Application by roller shall be permitted in areas where overspray is a concern.
5. Each application shall be applied evenly, sufficient to hide the preceding coat; shall be even in color and appearance; and shall be free of brush marks, sags, runs, and pin holes with no evidence of poor workmanship.
6. Remove all empty paint buckets from the job site daily.

3.4 *APPLICATION EQUIPMENT*

A. Interior

1. Fluid tip shall be new and shall be sized as recommended by the coating manufacturer
2. Use clean fluid lines not previously used to apply zinc-rich or water-based coating materials.
3. Clean equipment using only products recommended by the coating manufacturer.
4. Blow lines to remove all thinners prior to painting.

B. Exterior

1. Use airless spray pump with a minimum 30:1 pressure ratio. Pump shall have a moisture trap, anti-freeze device, and fluid filter.
2. Fluid tip shall be new and shall be sized as recommended by the coating manufacturer
3. Use 3/8" minimum interior diameter fluid hose.
4. Use clean fluid lines not previously used to apply water-based coating materials.
5. Clean equipment using only products recommended by the coating manufacturer.
6. Blow lines to remove all thinners prior to painting.

3.5 *COATING REPAIRS*

A. Interior

1. Touch-up or refinish all chipped, abraded, or otherwise unsatisfactory portions of the work in accordance with the manufacturer's recommended procedures.
2. Recoating or touch-up areas that have cured beyond the maximum recoat time as stated by the coating manufacturer require special preparation.
  - a. Sweep blast area 3" into the surrounding area. Sweep blast under low pressure to uniformly abrade the surface and feather edges. Feather edges by sanding or other means acceptable to the Engineer.
  - b. Remove abrasive blast residue from blasted area with special attention to areas of intact coating adjacent to newly blasted areas.
  - c. Clean the area with a bond solvent as recommended by the coating manufacturer.

B. Exterior

1. Touch-up or refinish all chipped, abraded, or otherwise unsatisfactory portions of the work in accordance with the manufacturer's recommended procedures.

3.6 *ENVIRONMENTAL CONDITIONS*

A. Interior

1. Provide environmental control and monitoring in accordance with section 3.2 A.5.a through h.
2. Do not abrasive blast or apply coating when the surface temperature is less than 5 degrees Fahrenheit above the dew point.



3. Apply coatings only when conditions are within the limits prescribed by the coating manufacturer, but, in any case, do not apply coatings when:
  - a. Surface temperature is less than 60° degrees Fahrenheit
  - b. Relative humidity is greater than 35 percent
  - c. Surface temperature is greater than 120° degrees Fahrenheit
  - d. When the temperature is rising and is within 5° degrees Fahrenheit of the surface and/or ambient maximum temperature for the coating being applied.
4. Coating material shall be kept at least 5° degrees Fahrenheit below the manufacturer's maximum allowable temperature.

B. Exterior

1. Do not perform surface preparation operations or apply coating when the surface temperature is less than 5° degrees Fahrenheit above the dew point.
2. Apply coatings only when conditions are within the limits prescribed by the coating manufacturer, but, in any case, do not apply coatings when:
  - a. Surface temperature is less than 45° degrees Fahrenheit
  - b. Relative humidity is greater than 85 percent or expected to reach 85% within 6 hours after application of coating.
  - c. Surface temperature is greater than 110° degrees Fahrenheit
  - d. When the temperature is rising and is within 5° degrees Fahrenheit of the surface and/or ambient maximum temperature for the coating being applied.
3. Coating material shall be kept at least 5° degrees Fahrenheit below the manufacturer's maximum allowable temperature. Protect material from freezing.
4. Dew point shall be determined by the use of a psychrometer supplied by the Engineer.

3.7 *OMISSION*

Care has been taken to delineate those surfaces to be coated and those surfaces not to be coated. However, if coating requirements have been inadvertently omitted from this or other sections of these specifications it is intended that all metal surfaces, unless specifically exempted, shall receive first-class protective coating equal to that given the same type of surface pursuant to these specifications.

3.8 *INSPECTION AND TESTING*

- A. Upon request by the Engineer, the Contractor will perform the following inspections to ensure compliance with the surface preparation requirements:

1. Compressed Air Cleanliness

The compressed air supply shall be inspected for use of inline dryers and oil traps. The proper functioning of the traps shall be evaluated at least once daily by allowing the air supply down line from the traps to blow against a clean white blotter for two minutes. No moisture or oil should be deposited on the cloth.

2. Blast Nozzle Air Pressure

The air pressure at the blast nozzle shall be determined through the use of a hypodermic needle air pressure gage. The minimum pressure at the nozzle shall be 95 P.S.I. The needle of the gage will be inserted as close to the nozzle as is practically possible and in the direction of the nozzle. Pressure readings will be taken with the blasting system in complete operation.

3. Wet Film Thickness Measurement

The Contractor shall measure wet film thickness during application of coating to ensure adequate coating thickness. Take at least one measurement every 100 square feet.

4. Coating Finish and Dry Film Thickness (DFT)

The surface and DFT of each coat shall be inspected and measured. The DFT of the final coat shall be measured in accordance with SSPC-PA-2. The Engineer or his representative shall be responsible for performing DFT measurements. The contractor shall witness the DFT testing and provide labor for moving scaffolding at the direction of the Engineer.

5. The Contractor shall, in the presence of the Engineer, test the finish coat on all interior surfaces with a low-voltage wet sponge holiday detector in accordance with the most current version of NACE SPO188 . The coating on sharp edges and crevices shall be compared to flat areas having the required thickness. Perform holiday detection on surfaces of under-side roof after application and cure of caulking. Allow sufficient cure time for caulking prior to performing holiday detection. High voltage holiday detector shall be equal to Tinker-Razor M-1

B. The Engineer may, at minimum, perform the following inspections to ensure compliance with the coating application requirements:

1. Degree of Surface Cleanliness

The surface cleanliness shall be inspected after the completion of surface preparation and before the application of any coating. Testing for the presence of dust shall be done using a tape test, wipe test, or both in accordance with ISO-8502-3. The Contractor shall provide adequate lighting, scaffolding, and labor for all inspection at times determined by the Engineer. The requirements defined in section 3.2 shall be applicable to 100 percent of the prepared surfaces. NO COATING MAY BE APPLIED UNTIL THE SURFACE CLEANLINESS HAS BEEN APPROVED BY THE ENGINEER.

2. Anchor Profile

The anchor profile of the abrasive blasted interior surfaces shall be a minimum of 3.5 mils. The anchor profile of the abrasive blasted exterior surfaces shall be as recommended by the coating manufacturer. The anchor profile will be measured by using the Press-O-Film System (Testex Tape) or equal system that meets ASTM D4417 requirements.

3. Coating Materials

The coating materials shall be visually inspected by the Engineer for compliance. Dates and lot numbers of materials applied that day will be recorded.

4. Mixing and Application of Coatings

Mixing and application of all coatings shall be visually inspected by the Engineer to ensure compliance. Thinning of materials used for interior coating will not be allowed. NO COATING SHALL BE MIXED OR APPLIED WITHOUT THE PRESENCE OF THE ENGINEER OR HIS REPRESENTATIVE.

5. Wet Film Thickness Measurement

The Engineer shall measure wet film thickness during application of coating to ensure adequate coating thickness.

6. Coating Finish and Dry Film Thickness (DFT)

The surface and DFT of each coat shall be inspected and measured as outlined in section 3.8 A above.

3.9 *FINAL CLEANUP AND DISPOSAL OF ABRASIVE*

The interior and exterior of the tank and all surfaces shall be cleaned of all abrasive and other debris after completion of coating operations. Following completion of work, the Contractor shall remove all used abrasive and debris from the work site and dispose of it in a suitable location in accordance with these technical specifications. During all phases of the work, the Contractor shall deliver all residue materials to sealed drums suitable for the type of contaminated residue. Final cleanup shall include all procedures required for the proper disposal of all residue and contaminated abrasive. In addition, during the course of work, the Contractor shall maintain the site in a neat, orderly, and safe condition. Used abrasive and coating residue shall be stored in a manner to prevent contamination of coatings, damage to private property, operation problems for District personnel, or contact by other than the contractor's or District personnel.

3.10 *CURING*

The interior coating system shall be subjected to a cure period established by the coating manufacturer based on dry film thickness, surface temperature, and humidity. The cure period shall commence upon completion of all touch-up and remedial work. The surface temperature shall be maintained at temperatures as recommended by the coating manufacturer.

- A. Dehumidification, heating, and ventilation equipment shall be used for the duration of the curing period.

- B. More curing time or a higher temperature shall be provided if recommended by the coating manufacturer.
- C. Deliver air to the center of space through continuous flexible duct.
- D. Remove roof vent covers during curing period.

### 3.11 COMPLETION OF WORK

When complete cure of interior coating has been achieved, and all exterior coating is complete, the tank will be cleaned and filled as listed in paragraphs A through C below. Prior to any cleaning operations, the Contractor shall submit a letter to the District stating the tank lining is fully cured and the tank is ready to be placed into service.

#### A. TANK CLEANING

Following full coating cure, and prior to filling, the contractor shall clean the tank by thoroughly hosing down all surfaces with a high-pressure hose and nozzle of sufficient size to deliver a minimum flow of 50 gpm. All water, dirt, and foreign material accumulated in this cleaning operation shall be discharged from the structure or otherwise removed. The contractor shall be responsible for de-chlorinating and follow all the District's NPDES permit requirements for all rinse water to be discharged from the tank.

The Contractor shall supply all hoses, and pumps, and shall make all necessary provisions for conveying the water from the Engineer designated source to the points of use, including purchasing the water from the District.

#### B. FILLING TANK/SOAKING TANK

Following rinsing, the tank will be filled with water to a level specified by the District and allowed to soak for 5 days.

#### C. WATER QUALITY TESTS

1. After allowing the tank to sit for five days at maximum elevation, the District will collect samples and test for volatile organic compounds (VOC's), total coliform bacteria, threshold odor number (TON), and flavor threshold number (FTN).

- a. VOC

VOC concentrations will be determined in accordance with EPA method 524.2. If any VOC is detected, the Contractor shall perform all additional work needed to cure the material and shall be responsible for all costs associated with retesting until all VOC analytical results are non-detect. Water used for testing and disinfection procedures shall be disposed of as required by applicable regulations.

- b. Total Coliform Bacteria

The Total Coliform Bacteria will be determined in accordance with the 21<sup>st</sup> edition of the Standard Methods for the Examination of Water and Wastewater as

published by APHA, AWWA, and WEF. If the sample is coliform present, the contractor shall perform additional work as needed to achieve a coliform-absent sample. The additional work may be determined by the District. Water used for testing and disinfection procedures shall be disposed of as required by applicable regulations.

c. Threshold Odor Number

The Threshold Odor Test will be performed in accordance with the 21<sup>st</sup> edition of the Standard Methods for the Examination of Water and Wastewater as published by APHA, AWWA, and WEF. If the Threshold Odor Number (TON) is equal to or greater than 1, then the Contractor shall perform all additional work as needed to achieve the required TON. Water used for testing and disinfection procedures shall be disposed of as required by applicable regulations.

In any case, the Contractor shall be responsible for all costs, beyond initial District sampling and testing, incurred to obtain acceptable Water Quality test results. Additional work may include, but not limited to, draining, cleaning, filling, and retesting the tank due to failure of the initial Water Quality Testing.

#### 4.1 VERIFICATION COATING SYSTEM

Inspection and testing:

- Obtain approval of District Engineer or his designated representative for all surface preparation prior to any painting.
- Obtain approval of District Engineer or his designated representative for each coat prior to applying subsequent coats.
- Repair and recoat all runs, overspray, roughness, or any other signs of improper application in accordance with manufacturer's instructions and as approved by the District Engineer or his designated representative.
- Measurement of the coating thicknesses shall be by an Elcometer or Mikrotect thickness gauge. The completed coating will be inspected for pinholes and holidays with a Tinker and Razor or other low-voltage (under 100 V.) holiday detector. Repair and recoat areas containing pinholes, holidays, or thin spots.
- Leave all staging up until the District Engineer or his designated representative has inspected and given approval of the coatings. Staging removed prior to coating approval shall be replaced.
- All phases of the work shall be available to observation by a representative of the coating manufacturer. The requirements for inspection and testing specified by ref a (sec 5.1) shall be followed.

First Anniversary Inspection:

- The inside and outside surfaces of the tank shall be inspected approximately one year after coating work has been completed.
- All necessary repairs will be made at the contractor's expense.

Date: October 8, 2024

Item: 8.B

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Award of Contract - Donald Well Pump Replacement and Rehabilitation Project

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## **Background**

The District planned to have the Donald Well pump replaced with a high-efficiency pump, install a variable frequency drive (VFD), and video the well casing this fiscal year, and set aside funds to do so in the annual CIP budget. The Budget also contains a contingency for other repairs that may be needed depending on what is discovered when pulling the pump and videoing the well. An informal bid was advertised and the District received one responsive proposal from Weeks Drilling & Pump Co. for \$46,597.96. Weeks has done several well drilling and maintenance projects for the District in recent years.

As outlined above, part of the scope of this job is for the contractor to evaluate the condition of the well casing following a video inspection, and make recommendations for any needed rehabilitation work based on those findings. Staff is therefore requesting a larger than normal, 50% change order authority (a little over \$23,000), to be put toward any additional repairs or rehabilitation if deemed necessary by the General Manager. Even if this higher amount is needed and used, staff anticipates this project will come in under budget.

## **Recommendation:**

Authorize the General Manager and Board Secretary to execute a contract with Weeks Drilling & Pump Co. in the amount of \$46,597.96, with a change order authority of 50%, for a total not to exceed amount of \$69,896.94.

## **Attachment:**

- Valley of the Moon Water District, Donald Well Inspection and Rehabilitation Project #3061 Contract
- Donald Well Inspection and Rehabilitation Project #3061 Bid Advertisement

**Valley of the Moon Water District**  
**P.O. Box 280, El Verano, CA 95433**  
**Telephone (707) 996-1037 - FAX (707) 996-7615**

Some of the important terms of this agreement are printed on pages 2-6. For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2-5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Weeks Drilling and Pump Co. DATE: 10/8/2024  
6100 Highway 12 Sebastopol, CA 95472  
Project No. 3061

Sent via email on (Date): \_\_\_\_\_

**The undersigned Contractor offers to furnish the following:**

All work specified in the **Valley of the Moon Water District Request for Bids (Informal) for the Donald Well Inspection and Rehabilitation** Project #3061, per the informal bid received September 26<sup>th</sup>, 2024, from Weeks Drilling and Pump Co.

Contract price \$46,597.96

Completion date: ASAP

Instructions: Sign and return the original. Upon acceptance by Valley of the Moon Water District, a copy will be signed by its authorized representative and promptly returned to you.

Insert below the names of your authorized representative(s).

Accepted: Matt Fullner  
Valley of the Moon Water District

Contractor: Weeks Drilling and Pump Co  
COMPANY NAME

Signature: \_\_\_\_\_  
Title: General Manager

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

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

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

Other authorized representative(s)  
Clayton Church  
Water System Manager

Other authorized representative(s)  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_



## Construction Contracts

**Indemnification** – To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless Valley of the Moon Water District (District), its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

**Minimum Scope and Limits of Insurance:** Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
5. **Contractor's Pollution Liability** – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District)

**Other Required Provisions** – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by the District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with the endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

**Responsibility for Work** - Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage, or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed by the District, its directors, officers, employees, and authorized volunteers named as loss payees, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by District.

**Deductibles and Self-Insured Retentions** - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of the District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy

language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

**Verification of Coverage - Evidences of Insurance** Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

**Continuation of Coverage** - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

**Sub-Contractors** - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to the District copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

#### **Other Considerations/Exceptions:**

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If scope includes Design/Build exposures include:

**Professional Liability** - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

#### **Professional Liability maybe Claims Made Policies – include the following provisions.**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### **GENERAL CONDITIONS**

**Safety** - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions

shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gangplanks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

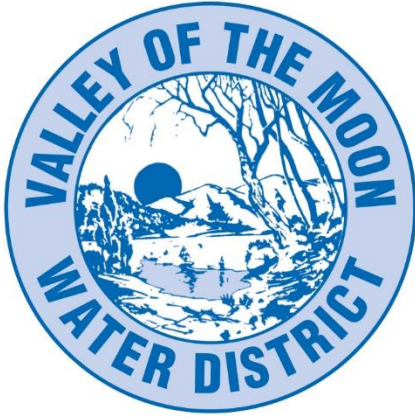
Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

**Prevailing Wage** – No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at [www.dir.ca.gov](http://www.dir.ca.gov).



*VALLEY OF THE MOON WATER DISTRICT*

A Public Agency Established in 1962  
19039 Bay Street · P.O. Box 280  
El Verano, CA 95433-0280  
Phone: (707) 996-1037  
Fax: (707) 996-7615

August 28, 2024

Sent via email.

**RE: Valley of the Moon Water District Request for Bids (Informal) for the Donald Well Inspection and Rehabilitation**

**(Due by 2:00 PM Thursday September 26<sup>th</sup>, 2024)**

Dear Contractor,

Valley of the Moon Water District (District) is requesting informal bids from contractors, to provide well inspection and rehabilitation of Donald Well, a 50-year-old well located on the 500 block of Donald St. Sonoma, CA. The physical construction of the project will be carried out by a qualified contractor in FY 2024/25. If you/your company is interested in supplying a bid to the District, please read below for further information and instructions:

**Project #3061, Donald Well Inspection and Rehabilitation:**

**DESCRIPTION OF WORK**

- Disconnect and salvage for wellhead pipe connections for reconnection
- Pull and dispose of existing column pipe, pump/motor and wire
- Camera the well casing and review video for signs of wear, damage or screen plugging/failure.
  - Provide District with a copy of the video recording.
- Based on inspections and observations, prepare a written list of deficiencies and recommendations for bringing the well back online. Possible recommendations include (but are not limited to):
  - Bailing the well to restore depth
  - Scouring, surging or chemical treatments of the well casing to restore inflow
- Replace the existing 20 HP pump and motor with a high-efficiency pump, remove existing pump controls and install a VFD for motor control.
  - TDH: 288'
  - Power: 3 phase 240 V
  - Existing pump horsepower: 20
  - Target flow rate: 120 GPM

DIRECTORS:  
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

- Preferred VFD: Yaskawa IQ1000 20 HP 3R VFD, three phase, 240 Volt with high leg.
- Replace well motor wire
- Replace column pipe with new 3" galvanized column pipe
- Install two new column pipe check valves
- Provide new well seal plate with space for two (2) 1" sounding tubes, one (1) ¾" vent, and the well discharge pipe
- Install two 1" PVC sounding tubes to below pumping water level. One will be used for sounding and the other will house a level transducer (District to provide transducer)
- Reassemble well and reconnect piping
- Provide District with as-built photos, notes, shop drawing (if needed), and pump and motor nameplates.

### **SUBMITTAL REVIEW**

Please provide the District's Water System Manager with submittals (via email) for review and approval before making equipment/material purchases.

### **BIDDER ELIGIBILITY**

To be eligible to bid, the qualified contractor must attend a **mandatory pre-bid site walk meeting on Monday, September 16<sup>th</sup>, 2024 at 10:00 AM**. The site walk will begin at the District's main office at 19039 Bay St. Sonoma, CA 95476, and then proceed to the well site.

Sealed bids are due by **2:00 PM Thursday September 26<sup>th</sup>, 2024**. Please title your bid "**Donald Well Inspection and Rehabilitation**", and address as follows:

#### **For parcel service or hand delivery:**

(USPS will not deliver to the physical address)

Attention: Matt Fullner  
Valley of the Moon Water District  
19039 Bay St.  
Sonoma, CA 95476

#### **For USPS "mail" delivery:**

Attention: Matt Fullner  
Valley of the Moon Water District  
P.O. Box 280  
El Verano, CA 95433

**Bid Opening: 2:30 PM Thursday September 26<sup>th</sup>, 2024**; VOMWD District Office, 19039 Bay Street, Sonoma California 95476.

### **BID SECURITY**

Bids must be accompanied by a certified check drawn on a bank in good standing or a bid bond issued by a surety company authorized to issue such bonds in the State of California, in an amount of not less than **ten percent (10%)** of the total amount of the bid submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed performance bond in the full amount of the contract price within the time specified.

DIRECTORS:  
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan  
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

## **RECORD OF EXPERIENCE BY THE PRIME CONTRACTOR**

At the time of submission of bids, all bidders must provide and certify information that clearly demonstrates a 3-year period of expanding experience. Said experience must be with products similar to that specified in this contract. Experience must include projects of a similar size and scope of work and be within the local geographic area (within 200 miles). Information shall be provided on the form provided in the bid packet and include project name, description of work, cost, location, point of contact, and telephone number. The District reserves the right to reject bids that do not contain and confirm the required experience information.

## **CONTRACT DOCUMENTS**

The Contract Documents pertaining to this work consist of the material bound and attached herewith. Contract amount will be determined based on the available funds, selected alternatives, if applicable, and the lowest responsive bid. These Contract Documents are intended to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said Contract Documents should request of the District's General Manager, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents should be made in writing, and a copy of such interpretation or change will be published, as shall be all other addenda, on District's website. Addenda may be downloaded from the District's website. Bidders should frequently check the District's website until closing, i.e., at least once weekly until the week of closing and at least once daily the week of the closing. District will not be responsible for any other explanation or interpretation of said Documents.

## **WORK PERFORMED BY THE PRIME CONTRACTOR**

At the time of submission of bids, all bidders must identify and certify their company will accomplish a minimum of 50% of on-site construction involving both labor and materials. The District reserves the right to reject bids that do not clearly and accurately identify the minimum of on-site work to be performed by the contractor.

## **SUPERVISION OF WORK BY THE PRIME CONTRACTOR**

Only an experienced, full-time employee of the prime contractor will supervise the work on behalf of the prime contractor. Said supervisor must have a demonstrated supervisory role of a minimum of three (3) years and be employed by the prime contractor for a minimum of twelve (12) months prior to the award of the contract.

## **CONTRACTING LICENSE REQUIREMENT**

The bidder must be registered with the California Contractor State License Board.

Each bid must contain the license number of the bidder and subcontractors.

## **PREPARATION OF BID**

The bid for the work contemplated is to be submitted on the form prescribed in the bid herein. All blank spaces on the bid form must be filled in ink, both in words and in numbers where applicable. No changes shall be made in the phrasing of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in numbers.

Any bid that contains omissions, erasures, alterations, additions of any kind, or items uncalled for, or which in any manner fail to conform to the conditions of the published Advertisement for Bids and associated addenda, may be rejected by the District.

Bids made by corporations or partnerships shall contain names and addresses of the principal officers or partners.

### **SUBMISSION OF BIDS**

All bids must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Bids must be made on the prescribed bid forms attached herewith and submitted intact with the bid documents. Late bids will not be considered. Faxed or e-mailed bids will not be considered.

### **FIRST TIER SUBCONTRACTOR DISCLOSURE**

If a bid for the project contains subcontractor, the Bidder must submit a written disclosure of the names, addresses, contractor license number, if applicable, and amount of subcontract for all subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid and describe the Work that each Subcontractor will perform.

### **WITHDRAWAL OF BID**

Any bid may be withdrawn prior to the scheduled date and time for the opening of bids either by written request, or in person. No bid may be withdrawn after the time scheduled for opening of bids.

The District reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has furnished a one hundred percent (100%) performance bond. Upon failure of the successful bidder to deliver performance bond within the specified time, the next lowest bid may be accepted at the District's discretion, whereupon the above instructions and requirements will apply to the said second bidder. Bid security of all bidders, except the three (3) lowest, will be returned promptly after the evaluation of bids; bid security of the three lowest bidders will be returned within three (3) days after the contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

### **CONDITIONS OF WORK**

Each bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, right-of-way, and access to the work, fire protection regulations, and similar requirements.

### **AWARD OR REJECTION**

The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications. Should the District have sufficient funding and desire alternates, the contract will be awarded to the alternates selected by the District at the District's sole discretion.

The District reserves the right to reject any or all bids or to waive any formality, informality, irregularity, or technicality in any bid. No bidder may withdraw his bid for a period of ninety (90) days after the date of



opening thereof. The acceptance of a bid will be by notice in writing, mailed, or delivered to the office designated in the Bid.

### **ADDENDA**

Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his bid shall be covered in the bid and shall be made a part of the contract. Addenda will be handled as follows: District will not mail notice of Addenda, but will publish notice of any Addenda on District's website. Addenda may be downloaded from the District's website. Bidders should frequently check the District's website until the date of closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Each addendum shall be required to be acknowledged in writing by the bidder.

### **EXECUTION OF CONTRACT**

The contract is executed upon signature of the contract document by both the District's General Manager and the Contractor's representative authorized to sign the contract.

### **PERFORMANCE, PAYMENT AND PUBLIC WORKS BOND**

The successful bidder shall file with the District performance and payment bonds in the full amount of the contract price of the contract within five (5) working days of written notification of award of the contract by the District. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the District and shall be authorized to do business in the State of California. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond on behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

### **FAILURE TO FURNISH BOND**

Should the successful bidder fail or refuse to execute the contract and furnish the performance and payment bonds, then the bid security deposited by said bidder shall be retained as liquidated damages by the District. It is agreed that this said sum is a fair estimate of the amount of damages the District will sustain in case the bidder fails to comply as provided herein and is not a penalty. Bid security deposited in the form of a certified check shall be subject to the same requirement as a bid bond.

### **RESPONSIBILITY OF PUBLIC AGENCY (VALLEY OF THE MOON WATER DISTRICT)**

Advertise and accept bids for the project, award, administrate the contract, inspect the project for compliance with contract specifications, and provide payment as provided for in this contract.

### **CHANGES**

District may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt from the Authorized Representative of District by Contractor of the notification of change, or the claim shall be deemed waived by contractor. The issuance of information, advice, approvals, or instructions by District's Representative or other District personnel shall not constitute an authorized change

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Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

pursuant to this section. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon District until a written Change Order is executed by the Authorized Representative of District, which expressly states that it constitutes a Change Order to this Contract. Nothing contained in this section or any claim by the Contractor shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract.

### **CONTRACTOR'S RESPONSIBILITY**

Contractor shall complete the work as represented in these plans and specifications, and as modified by written change order or written direction of the District. It is understood that the plans, specifications, and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

### **PAYMENTS**

The District will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor, Inspector, and General Manager. Progress payments may be submitted monthly to the District project manager. If the District is notified that payment from Contractor has not been made for labor or materials invoiced to the District by Contractor, the District may withhold monies from payment to the Contractor in a sum sufficient to pay for such labor or materials. With the final contract payment request, the contractor must include a statement certifying that all persons/subcontractors/suppliers supplying labor and material, whose costs are included with the current payment request, have been paid in full. Progress payments shall be made to the Contractor within twenty (20) days of the District's receipt of the statement of services.

### **"AS BUILT" PLANS**

The Contractor shall maintain a set of "as built" plans noting the actual work performed, including dimensions, depths, thickness, materials, and other pertinent information marked in red ink on a clean set of project plans. The contractor shall include detailed drawings and changes as necessary to supplement the plan information. The contractor shall record in the as built plans the depth, location, type of pipe, and other information about other utilities or facilities encountered while constructing this project. The contractor shall note the products, and manufacturers (where possible) of installed materials.

### **PROJECT WORK AREA CLEANLINESS**

It is understood that the cleaning of the work areas is required at the end of each working day and after project completion is considered incidental and that no additional compensation will be paid individually for this work. Pavement areas will be swept clean and all construction debris will be disposed of in a way approved by the Project Engineer.

### **PREVAILING WAGE**

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

subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at [www.dir.ca.gov](http://www.dir.ca.gov).

If interested in providing the District with a proposal, please do so by 2:00 PM, **Thursday September 26<sup>th</sup>, 2024**. Staff is available to answer any questions you may have and will issue an addendum to all on the email list for relevant questions. No specific format for questions is required, though email is preferred. **No addendum will be issued later than September 19<sup>th</sup>, 2024**. We look forward to receiving and reviewing your proposal.

Sincerely,



Matt Fullner – General Manager  
[mfullner@vomwd.org](mailto:mfullner@vomwd.org)

**Attached:**

- **Example Contract**

The District's standard plans may be found here: <https://www.vomwd.org/standards>

**Example Contract:**

Valley of the Moon Water District  
P.O. Box 280, El Verano, CA 95433  
Telephone (707) 996-1037 - FAX (707) 996-7615

Some of the important terms of this agreement are printed on pages 2-6. For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2-6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
Project No. \_\_\_\_\_

(sent via email XXXXX)

**The undersigned Contractor offers to furnish the following:**

Per estimate dated XXXXX. Estimate attached.

Contract price \_\_\_\_\_

Completion date: \_\_\_\_\_

Instructions: Sign and return the original. Upon acceptance by Valley of the Moon Water District, a copy will be signed by its authorized representative and promptly returned to you.

Insert below the names of your authorized representative(s).

Accepted: Matt Fullner  
Valley of the Moon Water District

Contractor: \_\_\_\_\_  
COMPANY NAME

Signature: \_\_\_\_\_  
Title: General Manager

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

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

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

Other authorized representative(s)  
Clayton Church  
Water System Manager

Other authorized representative(s)  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

**Construction Contracts**

**Indemnification** – To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless Valley of the Moon Water District (District), its directors, officers, employees, and authorized volunteers from and against all

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claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

**Minimum Scope and Limits of Insurance:** Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
5. **Contractor's Pollution Liability** – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District)

**Other Required Provisions** – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

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Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

1. **Additional Insured Status:** The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**Acceptability of Insurers -** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by the District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with the endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

**Responsibility for Work -** Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage, or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed by the District, its directors, officers, employees, and authorized volunteers named as loss payees, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by District.

**Deductibles and Self-Insured Retentions -** Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of the District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

**Verification of Coverage - Evidences of Insurance** Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

**Continuation of Coverage** - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

**Sub-Contractors** - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to the District copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

#### **Other Considerations/Exceptions:**

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If scope includes Design/Build exposures include:

**Professional Liability** - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

#### **Professional Liability maybe Claims Made Policies – include the following provisions.**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### **GENERAL CONDITIONS**

**Safety** - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions

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shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gangplanks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

**Prevailing Wage** – No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at [www.dir.ca.gov](http://www.dir.ca.gov).

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Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel



Date: October 8<sup>th</sup>, 2024  
Item: 8.C

## MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Adoption of the Valley of the Moon Water District Annual AB 1600 Report

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### **Background:**

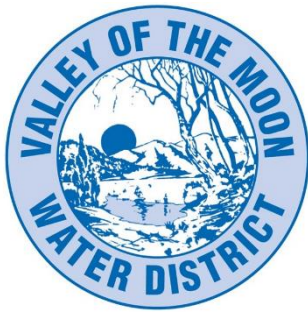
Under the requirements of Assembly Bill (AB) 1600, the District must track the capacity fees that it collects and report how they are used each year. Legal Counsel has reviewed the attached report, and it meets the reporting requirements under AB 1600. At this time, staff is seeking Board approval of the report and direction to post it on the website. If approved, the report will be posted to the District's website for a minimum of five years as required.

### **Recommendation:**

By rollcall vote, adopt the attached fiscal year 2023-2024 Annual AB 1600 Report and direct staff to post it to the District's website for a minimum of five years.

### **Attached:**

Valley of the Moon Water District Fiscal Year 2023-2024 Annual AB 1600 Report



# Valley of the Moon Water District

## Annual AB 1600 Report

### Capacity Fee Description:

A Capacity Fee is a one-time fee that is charged for new, additional or expanded connections to the District's distribution system. Water Capacity Fees are charged to fund public facilities that provide capacity to new development. Capacity Fees help cover the costs associated with providing additional facility capacity to new and existing users requiring additional capacity. Capacity Fees pay for increasing pipeline size and pumping capacity, developing new sources of water such as wells, and increasing storage capacity such as tanks and reservoirs. At the conclusion of each fiscal year, each Capital Improvement Plan ("CIP") project that is eligible to be funded with Capacity fee revenues receives a single interfund transfer from the Capacity Fee fund. The amount of the transfer is shown in the table below. No interfund loans were made from the District's Capacity Fee fund.

**Table 1, Water Capacity Charges Collected and Expended in Fiscal Year (FY) 2023-2024:**

<b>FY 2023-2024</b>				
Beginning Balance	\$ (677,257.63)			
Capacity Fees Collected	154,420.00			
Interest Earned	34.63			
<b>Total Funds Available</b>	<b>(522,803.00)</b>			
		<b>Total Cost of Project with Capacity Fee Funding</b>	<b>Percent funded by capacity charges</b>	<b>Project Completed FY23/24</b>
<i>Projects Funded:</i>				
CIP Project-2987	(547,979.34)	547,979.34	100%	No
CIP Project-2989	(293,152.95)	293,152.95	100%	No
CIP Project-2996 P-2	(242,047.11)	468,948.91	52%	Yes
CIP Project-3021	(312,763.48)	417,017.97	75%	Yes
CIP Project-3022	(33,422.21)	55,230.94	61%	No
CIP Project-3046	(10,543.91)	10,543.91	100%	No
<b>Total Projects Funded by Capacity Fees</b>	<b>(1,439,909.00)</b>			
Ending Balance	\$ (1,962,712.00)			

**FY 2023-2024 Project Descriptions:**

- CIP Project – 2987:** Chestnut Exploratory Well
- CIP Project – 2989:** Redrill and expand the capacity of Park Avenue Well
- CIP Project – 2996 P-2:** Glen Ellen Transmission and Fire Flow Improvement
- CIP Project – 3021:** Pressure Zone 3D Fire Flow Improvement
- CIP Project – 3022:** Altamira Middle School Fire Flow Improvement
- CIP Project – 3046:** Pump Station Battery Wall

**The District intends to fund the following projects in FY 2024-2025 using capacity fees in part:**

- CIP Project – 2989:** Redrill and expand the capacity of Park Avenue Well
- CIP Project – 3022:** Altamira Middle School Fire Flow Improvement
- CIP Project – 3046:** Pump Station Battery Wall
- CIP Project – 3060:** SDC Evaluation
- CIP Project – 3065:** Water Master Plan - Prioritized CIP List

Date: October 8, 2023

Item: 8.D

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Consider Adopting Resolution No. 241001 Approving an Outside Service Area Agreement (OSAA) to Serve Two Existing Homes on the Former SDC Property Located at 14500 and 14600 Arnold Drive in Glen Ellen (APN: 054-090-001) and Authorizing the General Manager to Submit an OSAA Application to the Sonoma County Local Agency Formation Commission (LAFCO)

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## **Background**

As the Board is aware, the former SDC property entered a “warm shutdown” in 2019. Since that time the surface water treatment plant that had historically served the site has been shut down, and water is being supplied by Sonoma Water (the District’s wholesaler). The State of California Department of General Services (DGS) predicts that funding to pay for water for the whole site will run out in the current fiscal year, with indications that new funding may not be forthcoming in subsequent years.

At the same time, the California State Parks Department (Parks), has taken over management of large portions of the former SDC site, including the watershed areas around Fern Lake and Suttonfield Lake. It has been the District’s policy to aid in the proper care and management of the SDC site when possible and feasible. To that end, Parks has approached the District about obtaining water service for two homes on Arnold Drive, to house the Park Rangers who will care for the property. In the past, water was supplied to these two homes via a water line that crossed the bridge over Sonoma Creek. That line is broken and has been shut down.

The District already owns and maintains a water main fronting the property, very near where the homes are located, and the property is likely to be annexed into the District’s service area within the next several years (perhaps earlier) in order to serve the proposed site redevelopment. By adopting Resolution No. 241001, the Board would authorize an Outside Service Area Agreement (OSAA) to serve the homes on the property and would authorize and direct the General Manager to submit an application to the Sonoma County Local Agency Formation Commission (LAFCO) for the OSAA.

If approved by the District and LAFCO, Parks would be responsible for paying any and all fees associated with the application of the OSAA, and the water service installation to LAFCO and the District. The addition of these two residential services would not place an undue burden on the District’s sources of water or distribution system.

**Recommendation**

By roll call vote, adopt Resolution No. 241001 approving an OSAA to the two homes described on the former SDC Property and authorizing the General Manager to submit an OSAA application to LAFCO

**Attached**

- Resolution No. 241001

**RESOLUTION NO. 241001**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON WATER DISTRICT AUTHORIZING AN OUTSIDE SERVICE AREA AGREEMENT (OSAA) TO SERVE TWO HOMES ON THE FORMER SDC PROPERTY, LOCATED AT 14500 AND 14600 ARNOLD DRIVE IN GLEN ELLEN (APN: 054-090-001) AND DIRECTING THE GENERAL MANAGER TO SUBMIT AN APPLICATION FOR AN OSAA TO THE SONOMA COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO)**

WHEREAS, on August 10, 2023, the Board of Directors of Valley of the Moon Water District amended the District Code to allow for OSAs in circumstances involving the loss of potable water supply at the discretion of the District's Board and LAFCO; and

WHEREAS, such a scenario exists adjacent to the District's service area at 14500 and 14600 Arnold Drive in Glen Ellen, on the former SDC property, after a water line crossing Sonoma Creek which formerly served the two homes broke and was subsequently cut off from the rest of the former SDC water system; and

WHEREAS, the California Department of General Services (DGS), which is charged with the disposition of the former SDC property, has informed the District that:

1. The areas of the former SDC property that are not within the "core campus" have been transferred to the State Parks Department (Parks) for maintenance and management; and
2. DGS will not have funds to fix the water line that had served the two homes located at the above addresses, or pay the water bill for them in the very near future; and

WHEREAS, Parks needs water service to be supplied to the two homes described above, to allow occupancy of the structures to house Park Rangers who will carry out maintenance and management of the areas of the property that are now under Parks' purview; and

WHEREAS, the potable water supply needed for the single-family residential homes located at the above addresses will not place undue stress or burden on the District's water system or supply; and

WHEREAS, it is incumbent upon the owner of the above-mentioned property (California State Parks in this case) to pay all District and LAFCO fees for installation, service, and application at such time that those fees become due, or service will not be provided.

**NOW, THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON WATER DISTRICT THAT:**

1. The Board hereby specifically finds and declares that all of the facts set forth in the Recitals of this Resolution are true and correct.
2. The Board hereby authorizes an OSAA to be completed, and signed by the General Manager on behalf of the District, to serve the two homes on the above-referenced parcel; and

3. The Board hereby authorizes and directs the General Manager to complete and submit an application for such an OSAA to LAFCO.

**THIS RESOLUTION PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF October 2024, by the following votes:**

Director Bryant \_\_\_\_\_

Director Foreman \_\_\_\_\_

Director Caniglia \_\_\_\_\_

Director Rogers \_\_\_\_\_

Director Yudin-Cowan \_\_\_\_\_

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly adopted at a meeting of the Board of Directors of Valley of the Moon Water District, held on the 8<sup>th</sup> day of October 2024 of which meeting all Directors were duly notified and at which meeting a quorum was present at all times and acting.

By \_\_\_\_\_  
Secretary

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Consider Joining CalPERS California Employers' Pension Prefunding Trust Fund (CEPPT) and Approving the Delegation of Authority to Request Disbursements from CEPPT.

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## **Background:**

This agenda item requests Board approval for the establishment of the **California Employers' Pension Prefunding Trust Fund (CEPPT)** with the California Public Employee Retirement System (CalPERS). The CEPPT program is a multiple employer tax-exempt trust organized under Section 115 of the Internal Revenue Code dedicated to prefunding employer contributions to defined benefit pension systems for eligible California public agencies. By joining this trust fund, California public agencies can help finance future costs in large part from investment earnings provided by CalPERS. Since its launch in 2019, more than 90 California public employers have chosen CEPPT as their pension contribution prefunding trust fund.

The Valley of the Moon Water District is a member of the CalPERS pension system. As such, the District is subject to CalPERS funding policies, investment projections, actual performance, and actuarial assumptions, each of which impacts the level of funding commitment that is required on an annual basis and the level of unfunded liability that is carried by the District. Over the past decade, pension costs (both annual and long-term liabilities) have increased. In the efforts to rein in pension costs, the State passed the Public Employees' Pension Reform Act (PEPRA) which created new pension formulas that would be applied across all CalPERS member jurisdictions to new employees hired on or after January 1, 2013; the old formulas would apply only to employees and retirees who had already vested in the system (classic employees). The budgetary impacts of PEPRA will become more tangible in a decade or two.

In spite of those efforts, pension costs continue to rise. Since 2003, the Unfunded Accrued Liability (UAL) has grown, resulting primarily from CalPERS' recognition that its discount rate (i.e. rate of expected return on investment) had been overly optimistic. The UAL increases when CalPERS actual investment performance does not meet expectations. The District obligations also increase when CalPERS decides to reduce its discount rate, as it did during the three-year period of Fiscal Year 2018-19 to 2020-21, with reductions from 7.5% to 6.8%.



Two of the most commonly used strategies for pre-funding the pension liability include making payments directly to CalPERS and creating a Section 115 Trust. Making payments directly to CalPERS would likely result in the best long-term investment return and can be done in one of two ways: by requesting a shorter amortization period (Fresh Start) or by making Additional Discretionary Payments (ADPs). A Fresh Start would result in higher payments in the near term, with less interest and lower payments in the long run. One limitation of the Fresh Start option is that once this is elected it cannot be changed. Additional Discretionary Payments can be applied as directed by the District to pay off a portion of the Unfunded Accrued Liability (UAL). The District's subsequent annual contribution requirements to CalPERS would be reduced, but a drawback is that there is no guaranteed savings, since more assets means a larger potential investment loss (or gain).

Creating an irrevocable supplemental or Section 115 Trust and pre-funding the pension liability is an alternative strategy to making payments directly to CalPERS, one that would allow the District to maintain control and oversight of assets as opposed to relinquishing that control to CalPERS. A Section 115 Trust can only be used for CalPERS contributions, but the District would have more flexibility and control than if paying CalPERS directly, as the District would decide if, when, and how much money to put into a trust, and if, when, and how much to withdraw to pay CalPERS or to reimburse the District. The District could make these decisions on an ongoing basis or through the creation of a formal funding policy. Unless the District were to elect to use the California Employers' Pension Prefunding Trust (CEPPT), a Section 115 Trust would not directly reduce the District's Net Pension Liability for financial reporting purposes.

This will be the second trust that the District will be establishing with CalPERS. In 2010, The District's Board of Directors approved the establishment of the California Employers' Retiree Benefit Trust Fund (CERBT) with CalPERS to fund the Districts' Other Post Employment Benefit (OPEB) or retirement healthcare benefits. The establishment of the trust at that point in time was a very financially prudent solution, which resulted in the District achieving a current fully funded status for its OPEB liability. The fully funded status allowed the district to reimburse \$93,208.72 for OPEB expenses and implied subsidies incurred between July 1, 2023, and June 30, 2024. The reimbursement is intended to be used as an initial contribution to CEPPT. Upon Board direction, funds can also be used to make an Additional Discretionary Payment (ADP) to the District's Unfunded Accrued Liability (UAL).

The District would have total financial control of the Section 115 Trust. Contributions are never required, so there is no obligation to send money to CEPPT. The District can make deposits into the Trust as funds become available. Deposited funds can be withdrawn in later years to assist with financing future pension contribution payments.

Some of the benefits of the CalPERS CEPPT Trust:

- Assets in the trust can be used to manage growing pension liabilities, including future normal costs and UAL payments.
- Contributions to the Trust, from both a funding and timing perspective, are controlled by the District and are voluntary.
- Promotes fiscal responsibility and accountability for the District to deal with long-term pension liabilities and costs.
- The District can select an asset allocation strategy that matches its tolerance for risk, given the investment time horizon.
- Assets held in trust allow for greater investment flexibility and risk diversification compared to the District's general investments.
- Assets can be used to stabilize rates – to offset unexpected contribution rate increases or be used as a rainy-day fund when revenues are impaired based on economic or other conditions.
- Potentially, favorable bond ratings if the District ever needed to take on any debt.
- Provides effective cost management, low administrative fees, investment management, GASB-compliant financial reporting, streamlined transfers, and an established working relationship with CalPERS.
- CalPERS CEPPT program is the largest provider of Section 115 Trusts with the lowest Administrative Fee at 25 basis points (0.25%). CalPERS will not invoice the District separately for their service; the agency would debit the cost out of the interest earned. For a \$1 million investment, the annual administrative cost is \$2,500.
- The CEPPT program has a higher expected return in comparison to the average annual yield for LAIF. With higher yields, the District would benefit from the effects of compounding interest. While the District's general reserves are invested in LAIF and TVI, there is more flexibility in how Section 115 Trust funds can be invested. CEPPT does come with risk in that it would be more prone to market and economic volatility compared to the District's current investments in LAIF and the TVI portfolio. Also, the IRS Section 115 Trust is irrevocable, meaning the investment can only be utilized for pension costs and not to pay for other unforeseen costs.

Staff believes that establishing a dedicated CEPPT IRS Section 115 Trust with CalPERS will enhance the District's ability to save money in the future, reduce unfunded liabilities, stabilize our budget, and mitigate contribution volatility, all while demonstrating more prudent financial management. There are no ongoing obligations to fund the trust. A Section 115 Trust will earn interest, thus decreasing the amount of pension contributions to be deposited by the District in future years. Absent this trust, these funds will be invested at a lower rate of return.

In order to participate in CEPPT, CalPERS requires that the Board authorize the execution of the attached agreement as well as designate staff members who will have the authority to request disbursement from the trust fund for authorized expenditures. Staff recommends that authority be delegated to the General Manager, Administration Manager, and Finance Manager.

**Recommendation:**

- 1) Adopt and execute the CEPPT Participation Agreement, allowing the District to participate in the California Employers' Pension Prefunding Trust (CEPPT) program through CalPERS.
- 2) Adopt and execute the CEPPT Delegation of Authority form approving the delegation of authority to request disbursements from California Employers' Pension Prefunding Trust (CEPPT). And
- 3) Direct the General Manager to return the executed documents, as well as any other needed documentation, to CalPERS for processing and account setup.

**Attached:**

- CEPPT Participation Agreement
- CEPPT Delegation of Authority

**CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST PROGRAM**

**AGREEMENT AND ELECTION  
OF**

---

(NAME OF EMPLOYER)

**to Prefund Employer Contributions to a Defined Benefit  
Pension Plan**

WHEREAS (1) Government Code (GC) Section 21711(a) establishes in the State Treasury the California Employers' Pension Prefunding Trust Fund (CEPPT), a special trust fund for the purpose of allowing eligible employers to prefund their required pension contributions to a defined benefit pension plan (each an Employer Pension Plan) by receiving and holding in the CEPPT amounts that are intended to be contributed to an Employer Pension Plan at a later date; and

WHEREAS (2) GC Section 21711(b) provides that the California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control of the administration and investment of the CEPPT, the purposes of which include, but are not limited to (i) receiving contributions from participating employers; (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds; and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the CEPPT and to deposit employer contributions into Employer Pension Plans in accordance with their terms; and

WHEREAS (3) \_\_\_\_\_  
(NAME OF EMPLOYER)

(Employer) desires to participate in the CEPPT upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the CEPPT upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The CEPPT is a trust fund that is intended to perform an essential governmental function (that is, the investment of funds by a State, political subdivision or 115 entity) within the meaning of Internal Revenue Code (Code) Section 115 and Internal Revenue Service Revenue Ruling 77-261, and as an Investment Trust Fund, as defined in Governmental Accounting Standards Board (GASB) Statement No. 84, Paragraph 16, for accounting and financial reporting of fiduciary activities from the

external portion of investment pools and individual investment accounts that are held in a trust that meets the criteria in Paragraph 11c(1).

WHEREAS (6) The CEPPT is not a Code Section 401(a) qualified trust and the assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a).

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Employer Representation and Warranty

Employer hereby represents and warrants that it is the State of California or a political subdivision thereof, or an entity whose income is excluded from gross income under Code Section 115(1).

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the CEPPT by adopting this Agreement and filing with the Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS  
CEPPT  
P.O. Box 1494  
Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom  
CEPPT  
400 Q Street  
Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement. Employer shall provide the Board such other documents as the Board may request, including, but not limited to a certified copy of the resolution(s) of the governing body of Employer authorizing the adoption of the Agreement and documentation naming Employer's successor entity in the event that Employer ceases to exist prior to termination of this Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both the Board and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the CEPPT, to carry out the purposes of this Agreement, and to maintain the tax-exempt status of the CEPPT. Employer agrees to follow such procedures and processes.

#### C. Employer Reports Provided for the Board's Use in Trust Administration and Financial Reporting and Employer Contributions

(1) Employer shall provide to the Board a defined benefit pension plan cost report on the basis of the actuarial assumptions and methods prescribed by Actuarial Standards of Practice (ASOP) or prescribed by GASB. Such report shall be for the Board's use in trust administration and financial reporting and shall be prepared at least as often as the minimum frequency required by applicable GASB Standards. This defined benefit pension plan cost report may be prepared as an actuarial valuation report or as a GASB compliant financial report. Such report shall be:

- 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
- 2) prepared in accordance with ASOP or with GASB; and
- 3) provided to the Board prior to the Board's acceptance of contributions for the reporting period or as otherwise required by the Board.

(2) In the event that the Board determines, in its sole discretion, that Employer's cost report is not suitable for the Board's purposes and use or if Employer fails to provide a required report, the Board may obtain, at Employer's expense, a report that meets the Board's trust administration and financial reporting needs. At the Board's option, the Board may recover the costs of obtaining the report either by billing and collecting such amount from Employer or through a deduction from Employer's Prefunding Account (as defined in Paragraph D(2) below).

(3) Employer shall notify the Board in writing of the amount and timing of contributions to the CEPPT, which contributions shall be made in the manner established by the Board and in accordance with the terms of this Agreement and any procedures adopted by the Board.

(4) The Board may limit Employer's contributions to the CEPPT to the amount necessary to fully fund the actuarial present value of total projected benefit payments not otherwise prefunded through the applicable Employer Pension Plan (Unfunded PVFB), as set forth in Employer's cost report for the applicable period. If Employer's contribution would cause the assets in Employer's Prefunding Account to exceed the Unfunded PVFB, the Board may refuse to accept the contribution. If Employer's cost report for the applicable period does not set forth the Unfunded PVFB, the Board may

refuse to accept a contribution from Employer if the contribution would cause the assets in Employer's Prefunding Account to exceed Employer's total pension liability, as set forth in Employer's cost report.

(5) No contributions are required. Contributions can be made at any time following the effective date of this Agreement if Employer has first complied with the requirements of this Agreement, including Paragraph C.

(6) Employer acknowledges and agrees that assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a), and will not become assets of such a plan unless and until such time as they are distributed from the CEPPT and deposited into an Employer Pension Plan.

#### D. Administration of Accounts; Investments; Allocation of Income

(1) The Board has established the CEPPT as a trust fund consisting of an aggregation of separate single-employer accounts, with pooled administrative and investment functions.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the CEPPT (Employer's Prefunding Account). Assets in Employer's Prefunding Account will be held for the exclusive purpose of funding Employer's contributions to its Employer Pension Plan(s) and defraying the administrative expenses of the CEPPT.

(3) The assets in Employer's Prefunding Account may be aggregated with the assets of other participating employers and may be co-invested by the Board in any asset classes appropriate for a Code Section 115 trust, subject to any additional requirements set forth in applicable law, including, but not limited to, subdivision (d) of GC Section 21711. Employer shall select between available investment strategies in accordance with applicable Board procedures.

(4) The Board may deduct the costs of administration of the CEPPT from the investment income of the CEPPT or from Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income earned shall be allocated among participating employers and posted to Employer's Prefunding Account daily Monday through Friday, except on holidays, when the allocation will be posted the following business day.

(6) If, at the Board's sole discretion and in compliance with accounting and legal requirements applicable to an Investment Trust Fund and to a Code Section 115 compliant trust, the Board determines to its satisfaction that all obligations to pay defined benefit pension plan benefits in accordance with the applicable Employer Pension Plan terms have been satisfied by payment or by defeasance with no remaining risk regarding the amounts to be paid or the value of assets held in the

CEPPT, then the residual Employer assets held in Employer's Prefunding Account may be returned to Employer.

#### E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board, at its discretion but at least annually, shall prepare and provide a statement of Employer's Prefunding Account reflecting the balance in Employer's Prefunding Account, contributions made during the period covered by the statement, investment income allocated during such period, and such other information as the Board may determine.

#### F. Disbursements

(1) Employer may receive disbursements from the CEPPT not to exceed, on an annual basis, the amount of the total annual Employer contributions to Employer's Pension Plan for such year.

(2) Employer shall notify the Board in writing in the manner specified by the Board of the persons authorized to request disbursements from the CEPPT on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board, and the Board may rely conclusively upon such writing. The Board may, but is not required to, require that Employer certify or otherwise demonstrate that amounts disbursed from Employer's Prefunding Account will be used solely for the purposes of the CEPPT. However, in no event shall the Board have any responsibility regarding the application of distributions from Employer's Prefunding Account.

(4) No disbursement shall be made from the CEPPT which exceeds the balance in Employer's Prefunding Account.

(5) Requests for disbursements that satisfy the above requirements will be processed on at least a monthly basis.

(6) The Board shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements, and is under no duty to make any investigation or inquiry about the correctness of such instruction. In the event of any other erroneous disbursement, the extent of the Board's liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.



## G. Costs of Administration

Employer shall pay its share of the costs of administration of the CEPPT, as determined by the Board and in accordance with Paragraph D.

## H. Termination of Employer's Participation in the CEPPT

(1) The Board may terminate Employer's participation in the CEPPT if:

- (a) Employer's governing body gives written notice to the Board of its election to terminate; or
- (b) The Board determines, in its sole discretion, that Employer has failed to satisfy the terms and conditions of applicable law, this Agreement or the Board's rules, regulations or procedures.

(2) If Employer's participation in the CEPPT terminates for either of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the CEPPT, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D, and Employer shall remain subject to the terms of this Agreement with respect to such assets.

(3) After Employer's participation in the CEPPT terminates, Employer may not make further contributions to the CEPPT.

(4) After Employer's participation in the CEPPT terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After Employer's participation in the CEPPT terminates, the governing body of Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account to a trust dedicated to prefunding Employer's required pension contributions; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.

- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of defined benefit pension plan benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the CEPPT terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate. To the extent that assets remain in Employer's Prefunding Account, this Agreement shall remain in full force and effect.

(7) If, for any reason, the Board terminates the CEPPT, the assets in Employer's Prefunding Account shall be paid to Employer to the extent permitted by law and Code Section 115 after retention of (i) an amount sufficient to pay the Unfunded PVFB as set forth in a current defined benefit pension plan(s) cost report prepared in compliance with ASOP and the requirements of Paragraph C(1), and (ii) amounts sufficient to pay reasonable administrative costs of the Board. Amounts retained by the Board to pay the Unfunded PVFB shall be transferred to (i) another Code Section 115 trust dedicated to prefunding Employer's required pension contributions, subject to the Board's determination that such transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties or (ii) Employer's Pension Plan, subject to acceptance by Employer's Pension Plan.

(8) If Employer ceases to exist but Employer's Prefunding Account continues to exist, and if no provision has been made to the Board's satisfaction by Employer with respect to Employer's Prefunding Account, the Board shall be permitted to identify and appoint a successor to Employer under this Agreement, provided that the Board first determines, in its sole discretion, that there is a reasonable basis upon which to identify and appoint such a successor and provided further that such successor agrees in writing to be bound by the terms of this Agreement. If the Board is unable to identify or appoint a successor as provided in the preceding sentence, then the Board is authorized to appoint a third-party administrator or other successor to act on behalf of Employer under this Agreement and to otherwise carry out the intent of this Agreement with respect to Employer's Prefunding Account. Any and all costs associated with such appointment shall be paid from the assets attributable to Employer's Prefunding Account. At the Board's option, and subject to acceptance by Employer's Pension Plan,

the Board may instead transfer the assets in Employer's Prefunding Account to Employer's Pension Plan and terminate this Agreement.

(9) If the Board determines, in its sole discretion, that Employer has breached the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the CEPPT.

I. Indemnification

Employer shall indemnify, defend, and hold harmless CalPERS, the Board, the CEPPT, and all of the officers, trustees, agents and employees of the foregoing from and against any loss, liability, claims, causes of action, suits, or expense (including reasonable attorneys' fees and defense costs, lien fees, judgments, fines, penalties, expert witness fees, appeals, and claims for damages of any nature whatsoever) not charged to the CEPPT and imposed as a result of, arising out of, related to or in connection with (1) the performance of the Board's duties or responsibilities under this Agreement, except to the extent that such loss, liability, suit or expense results or arises from the Board's own gross negligence, willful misconduct or material breach of this Agreement, or (2) without limiting the scope of Paragraph F(6) of this Agreement, any acts taken or transactions effected in accordance with written directions from Employer or any of its authorized representatives or any failure of the Board to act in the absence of such written directions to the extent the Board is authorized to act only at the direction of Employer.

J. General Provisions

(1) Books and Records

Employer shall keep accurate books and records connected with the performance of this Agreement. Such books and records shall be kept in a secure location at Employer's office(s) and shall be available for inspection and copying by the Board and its representatives.

(2) Notice

(a) Any notice or other written communication pursuant to this Agreement will be deemed effective immediately upon personal delivery, or if mailed, three (3) days after the date of mailing, or if delivered by express mail or e-mail, immediately upon the date of confirmed delivery, to the following:

For the Board:

Filing by mail, send to:  
CalPERS  
CEPPT  
P.O. Box 1494  
Sacramento, CA 95812-1494

Filing in person, deliver to:  
CalPERS Mailroom  
CEPPT  
400 Q Street  
Sacramento, CA 95811

For Employer:

(b) Either party to this Agreement may, from time to time by notice in writing served upon the other, designate a different mailing address to which, or a different person to whom, all such notices thereafter are to be addressed.

### (3) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement shall survive the termination of this Agreement.

### (4) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### (5) Necessary Acts; Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

### (6) Incorporation of Amendments to Applicable Laws and Accounting Standards

Any references to sections of federal or state statutes or regulations or accounting standards shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

(7) Days

Wherever in this Agreement a set number of days is stated or allowed for a particular event to occur, the days are understood to include all calendar days, including weekends and holidays, unless otherwise stated.

(8) No Third Party Beneficiaries

Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assignees, and nothing herein, expressed or implied, will give or be construed to give any other person any legal or equitable rights hereunder. Notwithstanding the foregoing, CalPERS, the CEPPT, and all of the officers, trustees, agents and employees of CalPERS, the CEPPT and the Board shall be considered third party beneficiaries of this Agreement with respect to Paragraph 1 above.

(9) Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A majority vote of Employer's Governing Body at a public meeting held on the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_, authorized entering into this Agreement.

Signature of the Presiding Officer: \_\_\_\_\_

Printed Name of the Presiding Officer: \_\_\_\_\_

Name of Governing Body: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

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

BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
MELODY BENAVIDES  
DIVISION CHIEF, PENSION CONTRACTS AND PREFUNDING PROGRAMS  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS  
The effective date of this Agreement is: \_\_\_\_\_



California Public Employees' Retirement System  
 California Employers' Pension Prefunding Trust (CEPPT)  
 400 Q Street, Sacramento, CA 95811  
 www.calpers.ca.gov

## Delegation of Authority to Request Disbursements California Employers' Pension Prefunding Trust (CEPPT)

### RESOLUTION OF THE

\_\_\_\_\_  
 (GOVERNING BODY)

### OF THE

\_\_\_\_\_  
 (NAME OF EMPLOYER)

The \_\_\_\_\_ delegates to the incumbents  
 (GOVERNING BODY)

in the positions of \_\_\_\_\_ and  
 (TITLE)

\_\_\_\_\_, and/or  
 (TITLE)

\_\_\_\_\_ authority to request on behalf of the  
 (TITLE)

Employer disbursements from the Pension Prefunding Trust and to certify as to the purpose for which the disbursed funds will be used.

By \_\_\_\_\_

Title \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

October 8<sup>th</sup>, 2024  
Item: 8.F

# MEMORANDUM

TO: Valley of the Moon Water District Board of Directors  
FROM: Matt Fullner, General Manager  
SUBJECT: Consider Direction on Board Room Upgrades

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## **Background:**

After the last regular meeting, the Board requested that the General Manager 1.) Obtain a quote for a public comment timer, 2.) Test out the concept of seating the Board, legal counsel, and staff in a large square configuration, and 3.) Consider the locations of the camera and monitor.

Staff received a quote for the same timer used by the Sonoma Valley School Board and the City of Sonoma Council, for \$900 (before taxes and shipping). Staff and the Board took the opportunity to test out the seating arrangement at the September 16<sup>th</sup> Special Board meeting. Staff had one additional meeting with the Sonoma TV representative to discuss and test the camera and monitor location.

Furthermore, Director Rogers shared a news article that appeared in PM Magazine that was forwarded to the Board of Directors regarding a design concept for Board and Council chambers. This article may provide some insight or ideas that the Board would like to use in its direction to staff.

At this time, staff needs guidance from the Board on the following:

1. Would the Board like staff to make the equipment purchase including the timer?
2. Did the seating arrangement work for the Board?
3. Are there other options the Board would like to consider?
4. Would the Board like to keep or eliminate the public comment podium?
5. If the Board did like/prefer the seating arrangement that was tried out at the September Special meeting, would the Board like the General Manager to purchase a table to create the square seating arrangement? If this is the case, it may make sense to direct staff to purchase a used table from the company in Santa Rosa that Director Yudin-Cowan discovered/made contact with.

## **Recommendation:**

Discuss the above and direct staff as needed.