



Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399 Phone: (909) 797-5117

Notice and Agenda of a Regular Meeting of the Board of Directors

Wednesday, April 6, 2011 at 6:00 p.m.

- I. CALL TO ORDER - Pledge of Allegiance
- II. ROLL CALL
- III. PUBLIC COMMENTS - At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the board meeting.
- IV. CONSENT CALENDAR - All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the board considers the motion unless members of the board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The General Manager recommends approval of the following:
 - A. Minutes of Meetings
 1. Regular Board Meeting - March 16, 2011
 2. Board Workshop - March 29, 2011
 3. Board Workshop - March 31, 2011
- V. BOARD REPORTS
 - A. Association of San Bernardino County Special Districts - March 21, 2011
 - B. San Bernardino Valley Municipal Water District Advisory Commission - March 21, 2011
 - C. Yucaipa Valley Water District Board Workshop - March 29, 2011
 - D. Yucaipa Valley Water District Board Workshop and Site Tour of the Wochholz Regional Water Recycling Facility - March 31, 2011
 - E. Reports by Board Members
- VI. STAFF REPORT

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Chelsie Fogus at (909) 797-5118 at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the board meeting packet are available for public inspection during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting material may also be available on the District's website at www.yvwd.dst.ca.us

VII. DISCUSSION ITEMS

- A. Discussion Regarding the Rehabilitation of the Lift Station 4 Wet Well and Five Upstream Manholes

[[Director Memorandum No. 11-028 - Page 21 of 43](#)]

RECOMMENDED ACTION: That the Board of Directors approves a contract with National Coating and Lining Company for a sum not to exceed \$27,100.

- B. Authorization to Award a Contract to TBU, Inc. for the Installation of a 12-Inch Recycled Water Pipeline in 7th Street from Yucaipa Boulevard to Chapman Heights Road

[[Director Memorandum No. 11-029 - Page 23 of 43](#)]

RECOMMENDED ACTION: That the Board of Directors awards a construction contract for recycled water facilities for a sum not to exceed \$34,655.

- C. Discussion Regarding the Removal of Storage Tanks and Equipment at the Wochholz Regional Water Recycling Facility

[[Director Memorandum No. 11-030 - Page 28 of 43](#)]

RECOMMENDED ACTION: That the Board of Directors approves a contract with Warren Duncan Construction for a sum not to exceed \$34,000.

VIII. DIRECTORS COMMENTS

IX. ANNOUNCEMENTS

- A. April 12, 2011 at 4:00 p.m. - Board Workshop
B. April 18, 2011 at 6:00 p.m. - Association of San Bernardino County Special District Meeting
C. April 20, 2011 at 6:00 p.m. - Regular Board Meeting
D. April 26, 2011 at 4:00 p.m. - Board Workshop
E. April 27, 2011 - Santa Ana River Watershed 2011 Conference, Riverside, California
F. May 4, 2011 at 6:00 p.m. - Regular Board Meeting
G. May 10, 2011 at 4:00 p.m. - Board Workshop

X. ADJOURNMENT

CONSENT CALENDAR

MINUTES OF A REGULAR BOARD MEETING

March 16, 2011

Directors Present:

Jay Bogh, President
Bruce Granlund, Vice President
Ian Cuthbertson, Director
Lonni Granlund, Director
Hank Wochholz, Director

Staff Present:

Joseph Zoba, General Manager
Jack Nelson, Assistant General Manager
Jennifer Ares, Resource Sustainability Mgr.
Vicky Elisalda, Controller

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Aklufi & Wysocki

Others Present:

Bill Brown, News Mirror
Carl Workman, San Geronio Pass Water Agency

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Director Jay Bogh at 6:00 p.m. on Wednesday, March 16, 2010, at the General Office Building, 12770 Second Street, Yucaipa, California.

CALL TO ORDER

Director Jay Bogh led the pledge of allegiance.

FLAG SALUTE

The roll was called. All Directors were present.

ROLL CALL

There were no requests to speak from the audience.

PUBLIC COMMENTS

Director Hank Wochholz moved to approve the consent calendar and Director Lonni Granlund seconded a motion that carried unanimously to approve the consent calendar.

CONSENT CALENDAR
MOTION NO. 1

Consent Calendar:

- A. Minutes of Meetings
 - 1. Regular Board Meeting - March 2, 2011
 - 2. Board Workshop - March 8, 2011
 - 3. Board Workshop - March 9, 2011
 - 4. Board Workshop - March 15, 2011
- B. Payment of Bills
 - 1. Approve/Ratify Invoices of Board Awarded Contracts
 - 2. Approve General Expenses for February 2011

BOARD REPORTS:

Director Jay Bogh reported on the City of Yucaipa Strategic Planning Meeting on March 3, 2011. CITY OF YUCAIPA STRATEGIC PLANNING MEETING

Director Bruce Granlund reported on items discussed at the workshop on March 8, 2011. WORKSHOP

Director Hank Wochholz reported on the Site Inspection & Tour of the Reservoir R-12.4 Property on March 9, 2011. WORKSHOP

Director Ian Cuthbertson reported on the Site Inspection & Tour of the Western Riverside County Regional Wastewater Treatment Plant on March 15, 2011. WORKSHOP

Director Lonni Granlund reported on the City of Yucaipa Economic Development Advisory Committee Meeting on March 10, 2011. CITY OF YUCAIPA ECONOMIC DEVELOPMENT COMMITTEE

None OTHER BOARD REPORTS

General Manager Zoba reported on the following items: STAFF REPORT

- DWR Increases Water Allocation - The current allocation of imported water from the State Water Project has been increased from 60% to 70%
- There will be a meeting in Cabazon on Monday, March 21, 2011 at 6:00 p.m. regarding the Table "A" Water of the San Gorgonio Pass Water Agency

Public Works Manager reported on the leak on Juniper Avenue on Tuesday, March 15, 2011

There were no questions from the members of the Board.

DISCUSSION ITEMS:

Controller Elisalda provided an overview of Director Memorandum 11-023 - Unaudited Financial Report for February 2011. There being no questions, Director Lonni Granlund moved and Director Ian Cuthbertson seconded a motion that carried unanimously to receive and file the Unaudited Financial Report for February 2011 as presented. DM 11-023 UNAUDITED FINANCIAL REPORT FOR FEBRUARY 2011 MOTION NO. 2

Director Ian Cuthbertson abstained from any participation or discussion on this agenda item and left the board room. Resource Sustainability Manager Ares provided an overview of Director Memorandum 11-024 - Public Hearing for the Mitigated Negative Declaration Relates to the Mountainview Generating Station Brineline Project. DM 11-024 PUBLIC HEARING FOR THE MITIGATED NEGATIVE DECLARATION RELATED TO THE MOUNTAINVIEW GENERATING STATION

President Jay Bogh opened the public hearing at 6:32 p.m. to receive any comments.

BRINELINE PROJECT
MOTION NO. 3

There being no comments, President Jay Bogh closed the public hearing at 6:33 p.m.

Director Lonni Granlund moved, Director Bruce Granlund seconded a motion that carried by a 4-0 vote, with Director Ian Cuthbertson abstaining, to find that the Draft Mitigated Negative Declaration complies with the California Environmental Quality Act by adopting Resolution No. 07-2011 Certifying the Final Mitigated Negative Declaration for the proposed project as presented.

RESOLUTION No. 07-2011

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
YUCAIPA VALLEY WATER DISTRICT
CERTIFYING THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE
MOUNTAINVIEW GENERATING STATION BRINELINE PROJECT

(For full text, see Resolution Book.)

Public Works Manager Hull provided an overview of Director Memorandum 11-025 - Discussion Regarding the Purchase of Two Dump Trucks for the Public Works Department. He explained that it would be more beneficial to the District to purchase two four wheel drive dump trucks rather than one two-wheel drive and one four-wheel drive. This increased the total purchase cost from \$99,000 to \$104,000. Director Ian Cuthbertson moved and Director Hank Wochholz seconded a motion that carried unanimously to authorize the purchase of two replacement dump trucks from H. W. Hunter for a sum not to exceed \$104,000.

DM 11-025
DISCUSSION REGARDING
THE PURCHASE OF TWO
DUMP TRUCKS FOR THE
PUBLIC WORKS
DEPARTMENT
MOTION NO. 4

General Manager Zoba provided an overview of Director Memorandum 11-026 - Ratification of Various Contracts for Medical, Dental and Vision Benefits. There being no questions, Director Ian Cuthbertson moved and Director Lonni Granlund seconded a motion that carried unanimously to ratify the execution of contracts with UHC / Pacificare for medical insurance coverage; Standard Dental, Safeguard Dental and Western Dental for dental insurance coverage; and Standard Vision for vision insurance as presented.

DM 11-026
RATIFICATION OF
VARIOUS CONTRACTS
FOR MEDICAL, DENTAL
AND VISION BENEFITS
MOTION NO. 5

General Manager Zoba provided an overview of Director Memorandum 11-027 - Authorization of Water Service Change for the Proposed Park on 5th Street and Wildwood Canyon Road, Yucaipa. There being no questions, Director Lonni Granlund moved and Director Hank Wochholz seconded a motion that carried unanimously to authorize District staff to change the drinking water service lateral to a recycled water service lateral for a cost not to exceed \$6,000 as presented.

DM 11-027
AUTHORIZATION OF
WATER SERVICE CHANGE
FOR THE PROPOSED
PARK IN 5TH STREET AND
WILDWOOD CANYON
ROAD, YUCAIPA

MOTION NO. 6

There were no comments by directors.

DIRECTOR COMMENTS

General Manager Zoba read the announcements listed on the agenda

ANNOUNCEMENTS

There being no further business, the meeting was adjourned at 6:45 p.m.

ADJOURNMENT

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

March 29, 2011 at 4:00 P.M.

Directors Present:

Jay Bogh, President
Bruce Granlund, Vice President
Ian Cuthbertson, Director
Lonni Granlund, Director
Hank Wochholz, Director

Staff Present:

Joseph Zoba, General Manager
Jack Nelson, Assistant General Manager
Brent Anton, Engineering Project Integrator
Matt Harward, Deputy Manager Water Resources
Jennifer Ares, Resource Sustainability Mgr
John Hull, Public Works Manager
John Wrobel - Public Works Superintendent
Jeremy Costello, Engineering Tech I
Chelsie Fogus, Engineering Tech I

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Aklufi & Wysocki

Others Present:

Bill Brown, News Mirror
Richard Siegmund, Sigland & Associates
Ted Haring, SGPWA
Sam Fuller, MUNI

The items listed below were presented for discussion. No decisions were reached.

- I. Call to Order - 4:00 p.m.
- II. Public Comments - None
- III. Staff Comments - General Manager Zoba reported on the following items:
 - Thursday, March 31, 2011, 4:00 - Tour of the Wochholz Regional Water Recycling Facility
- IV. Workshop Presentations
 - A. Presentation of Improvements to the East Branch Extension - Yucaipa Connector Pipeline [Workshop Memorandum No. 11-040] - Mr. Sam Fuller from the San Bernardino Valley Municipal Water District provided an overview of the improvements to the East Branch Extension of the State Water Project.
 - B. Presentation of the Proposed Public Benefit Funding for Water Investments by the State of California [Workshop Memorandum No. 11-041] - General Manager Zoba provided an overview on the Funding Public Benefits of Water Investments Report.
- V. Capital Improvement Projects
 - A. Status Report on the Construction of the Yucaipa Valley Regional Brineline [Workshop Memorandum No. 11-042] - Engineering Project Integrator Anton

provided an update of the status on the construction of the Yucaipa Valley Regional Brineline Project.

- B. Status Report on the Construction of 30" and 8" Pipelines in Second Street, [Workshop Memorandum No. 11-043] - Engineering Project Integrator Anton provided an update of the status on the 30" and 8" pipelines in Second Street, Yucaipa.
- C. Completion of Recycled Water Facilities North of Yucaipa Boulevard, Yucaipa [Workshop Memorandum No. 11-044] - Engineering Project Integrator Anton provided an update of the status of the Completion of the Recycled Water Facilities North of Yucaipa Boulevard.

VI. Administrative Issues

- A. Discussion Regarding Improvements to Lift Station No. 4 and Upstream Manholes [Workshop Memorandum No. 11-045] - Public Works Superintendent provided an overview of District staff proposal to rehabilitate the wet well at Lift Station No. 4 and five manholes upstream due to corrosion.
- B. Discussion Regarding the Removal of Storage Tanks and Equipment at the Wochholz Regional Water Recycling Facility [Workshop Memorandum No. 11-046] - Deputy Manager, Water Resources Harward provided an overview of several facilities that need to be removed and abandoned at the Wochholz Regional Water Recycling Facility.

VII. Closed Session

- A. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: IBEW Local Union 14356 - YVWD Employees Association
- B. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Supervisor Bargaining Unit
- C. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Confidential Employee Bargaining Unit
- D. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Exempt Employee Bargaining Unit
- E. Conference with Labor Negotiator (Government Code 54957.6)
Unrepresented Employee: Joseph Zoba, General Manager

Director Jay Bogh, Director Bruce Granlund, Director Ian Cuthbertson, Director Lonni Granlund and Director Hank Wochholz were present in closed session.

The meeting was reconvened to open session at 5:45 p.m. Legal Counsel Wysocki stated that direction was given to the General Manager and no reportable action was taken.

VIII. Directors Comments - There were no comments by directors.

IX. Adjournment - The meeting was adjourned at 5:45 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(SEAL)

MINUTES OF A BOARD WORKSHOP

March 31, 2011 at 4:00 P.M.

Site Inspection & Tour of the Wochholz Regional Water Recycling Facility 880 East County Line Road, Yucaipa, California

Directors Present:

Jay Bogh, President
Bruce Granlund, Vice President
Ian Cuthbertson, Director
Lonni Granlund, Director
Hank Wochholz, Director

Staff Present:

Joseph Zoba, General Manager
Jack Nelson, Assistant General Manager
John Hull, Public Works Manager
Matt Harward, Deputy Mgr. Water Resources
Kevin King, Wastewater Superintendent
Thaxton Van Belle, Wastewater Senior Plant
Operator
Kevin Lee, Wastewater Senior Plant
Operator

Directors Absent:

None

Consulting Staff Present:

None

Others Present:

Bill Brown, Yucaipa News Mirror
Ryan Neilson

The items listed below were presented for discussion. No decisions were reached.

- I. Call to Order - 4:00 p.m.
- II. Public Comments - None
- III. Tour and Inspection of the Wochholz Regional Water Recycling Facility
- IV. Director Comments
- V. Adjournment - The meeting was adjourned at 6:00 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(SEAL)

BOARD REPORTS



Inland Empire Utilities Agency will be hosting the **March 21st, 2010** Membership Meeting at the **Panda Inn**
3223 E Centre Lake Dr. Ontario, CA
(909) 390-2888
The social hour will begin at 6:00 PM with a call to order at 6:45 PM.

Dinner:

A family style meal including Wonton Soup, Orange Chicken, Honey Walnut Shrimp, Pork Lo Mein, Kon Pao San Yan, Mongolian Beef, Crispy Garlic Chicken Mixed Vegetables as well as steamed and fried rice and tea, coffee or water.

Program:

The March program is the Annual Vendor Fair. This is an opportunity for ASBCSD's Associate Members to advertise their services and expertise to the Regular Members of the Association! The cost for the vendor fair is \$10 for a booth and time at the podium to address the membership. If you would like more information please contact Renee Latu at Rlatu@la2dreamscape.com or by telephone at (909) 917-1215 or (626) 476-8506.

Cost: \$35.00 per person

Please RSVP to Sondra Elrod at selrod@ieua.org or by telephone at (909) 993-1747 no later than March 14th.

Remember that the ASBCSD Mailing Address has changed!

Make checks payable to:
ASBCSD
P.O. Box 1757 San Bernardino, CA 92402

District/Associate:

Attendee(s):

Reminder: There is a \$2 surcharge for reservations made after the deadline date, as well as for coming to dinner with no reservations. You will also be billed for the dinner if your cancellation is not received prior to the deadline.



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
380 E. Vanderbilt Way, San Bernardino, CA 92408

MEETING OF THE ADVISORY COMMISSION ON WATER POLICY

NOTICE AND AGENDA

7:00 p.m. Thursday, March 24, 2011

CALL TO ORDER/FLAG SALUTE

1. PUBLIC COMMENT

Any person may address the Commission on matters within its jurisdiction.

2. ELECTION OF OFFICER

A. Election of Vice-Chair

3. APPROVAL OF MINUTES

A. September 23, 2010 and November 18, 2010 Advisory Commission Meetings
(Page 2)

4. PRESENTATIONS

- A. Update on the Regional Urban Water Management Plan
- B. Presentation on Low Water Use Plant Promotion with Home Depot Stores
- C. Update on the New Proposed Critical Habitat Ruling for the Santa Ana Sucker
- D. Update on the East Branch Extension

5. FUTURE BUSINESS

A. Identify Items for Future Agendas

6. ADJOURNMENT

Mission Statement

“It shall be the function of the Commission to study and make recommendations to the Board on matters of water policy for the District. The Commission shall study such matters of water policy as are submitted to it by the Board for Consideration and may study such other matters of water policy as the Commission deems appropriate.” SBVMWD Ordinance No. 61, July 6, 1987.



Yucaipa Valley Water District

Notice and Agenda of a Board Workshop Tuesday, March 29, 2011 at 4:00 p.m.

MEETING LOCATION: District Administration Building
12770 Second Street, Yucaipa

MEMBERS OF THE BOARD: Director Ian Cuthbertson, Division 1
Director Bruce Granlund, Division 2
Director Jay Bogh, Division 3
Director Lonni Granlund, Division 4
Director Hank Wochholz, Division 5

- I. Call to Order
 - II. Public Comments: At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the agenda. To provide comments on specific agenda items, please complete a speaker's request form and provide that form to the Board Secretary prior to the commencement of the Board meeting.
 - III. Staff Comments
 - IV. Workshop Presentations
 - A. Presentation of Improvements to the East Branch Extension - Yucaipa Connector Pipeline [[Workshop Memorandum No. 11-040 - Page 3 of 38](#)]
 - B. Presentation of the Proposed Public Benefit Funding for Water Investments by the State of California [[Workshop Memorandum No. 11-041 - Page 5 of 38](#)]
 - V. Capital Improvement Projects
 - A. Status Report on the Construction of the Yucaipa Valley Regional Brineline [[Workshop Memorandum No. 11-042 - Page 15 of 38](#)]
 - B. Status Report on the Construction of 30" and 8" Pipelines in Second Street, Yucaipa [[Workshop Memorandum No. 11-043 - Page 19 of 38](#)]
 - C. Completion of Recycled Water Facilities North of Yucaipa Boulevard, Yucaipa [[Workshop Memorandum No. 11-044 - Page 20 of 38](#)]
 - VI. Administrative Issues
-

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Materials related to an item on this agenda submitted to the Board of Directors after distribution of the workshop packet are available for public inspection during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting material may also be available on the District's website at www.yvwd.dst.ca.us

- A. Discussion Regarding Improvements to Lift Station No. 4 and Upstream Manholes
[[Workshop Memorandum No. 11-045 - Page 22 of 38](#)]
 - B. Discussion Regarding the Removal of Storage Tanks and Equipment at the
Wochholz Regional Water Recycling Facility [[Workshop Memorandum No. 11-046 -
Page 24 of 38](#)]
- VII. Closed Session
- A. Conference with Labor Negotiator (Government Code 54957.6)
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District Negotiator: Joseph Zoba, General Manager
Employee Organization: Confidential Employee Bargaining Unit
 - D. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Exempt Employee Bargaining Unit
 - E. Conference with Labor Negotiator (Government Code 54957.6)
Unrepresented Employee: Joseph Zoba, General Manager
- VIII. Director Comments
- IX. Adjournment



Yucaipa Valley Water District

**Notice and Agenda of a Board Workshop
Site Inspection & Tour of the
Wochholz Regional Water Recycling Facility**

Thursday, March 31, 2011 at 4:00 p.m.

MEETING LOCATION: Wochholz Regional Water Recycling Facility
880 West County Line Road, Yucaipa, California
(see attached map)

- I. Call to Order
- II. **Public Comments:** At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the start of the workshop.
- III. Tour and Inspection of the Wochholz Regional Water Recycling Facility
- IV. Director Comments
- V. Adjournment

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Chelsie Fogus at (909) 797-5118, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.



**Wochholz Regional Water Recycling Facility
880 West County Line Road, Yucaipa**

STAFF REPORT

DISCUSSION ITEMS



Date: April 6, 2011 **Job:** Not Applicable

Prepared By: John Wrobel, Utility Services Superintendent;
John Hull, Public Works Manager **G/L:** 03-5-07-51003

Subject: Discussion Regarding the Rehabilitation of the Lift Station 4 Wet Well and Five Upstream Manholes

Recommendation: That the Board of Directors approves a contract with National Coating and Lining Company for a sum not to exceed \$27,100.

The District is proposing to rehabilitate the wet well at Lift Station 4 and five manholes upstream due to corrosion of the concrete. Hydrogen Sulfide is a common corrosive gas found in sewer systems which can deteriorate the concrete and if left without repairs will cause failures of these structures. The application of a spray on liner is a common method to rehabilitate these structures.





Financial Considerations:

The Public Works Department consulted with three different companies that are capable of providing this type of rehabilitation work.

- Sancon Engineering \$33,050
- National Coating & Lining Company \$27,096
- Zebron \$21,590

As discussed at the board workshop on Mach 29, 2011, the Public Works Department recommends National Coating & Lining Company perform this rehabilitation. The total cost for this rehabilitation will be allocated from G/L 03-5-07-51003, Repair and Maintenance, Wastewater Division, Fiscal Year 2011.



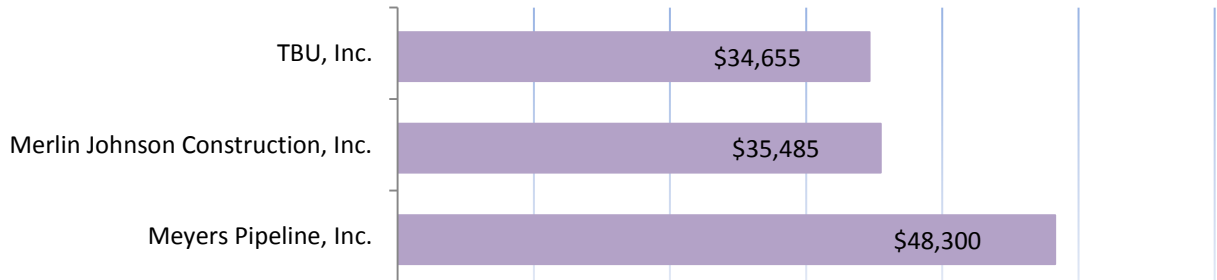
Date: April 6, 2011 **Job:** P-04-226

Prepared By: Brent Anton, Engineering Project Integrator **G/L:** 04-14500
 Jeremy Costello, Engineering Technician I

Subject: Authorization to Award a Contract to TBU, Inc. for the Installation of a 12-Inch Recycled Water Pipeline in 7th Street from Yucaipa Boulevard to Chapman Heights Road

Recommendation: That the Board of Directors awards a construction contract recycled water facilities for a sum not to exceed \$34,655.

A missing segment of pipeline in our recycled water system north of Yucaipa Boulevard at 7th Street was presented at the workshop on March 29, 2011. Bids were solicited and received from three contractors for the installation of approximately 220 lineal feet of 12-inch ductile iron pipe and appurtenances. The construction bid results are as follows:



Staff completed a bid review and recommends the Board award a contract to the low bidder, TBU, Inc. for a sum not to exceed \$34, 655.00.

TBU, Inc.
PROPOSAL BIDDING SCHEDULE

for
**12" RECYCLED WATER PIPELINE
7TH STREET FROM YUCAIPA BOULEVARD TO
CHAPMAN HEIGHTS ROAD**

Bidder Schedule shall be complete in its entirety or will be rejected.

Item No.	Estimated Quantity/Unit	Description	Unit Price	Extended Price
101	L.S.	Furnish project insurance and project bond.	L.S.	2,500. ⁰⁰
102	L.S.	Mobilization and demobilization.	L.S.	5,000. ⁰⁰
103	L.S.	State required line item for Sections 6705 and 6707, excavation safety measures.	L.S.	1,060. ⁰⁰
104	L.S.	Furnish and install 220'± of 12" cement mortar lined ductile iron pipe, Class 350, polyethylene encased (purple), including excavation, export of native material from pipe zone, import and backfill of sand for pipe zone, backfill and compaction of native material above pipe zone, testing of pipeline, and all related work.	L.S.	17,600. ⁰⁰
105	L.S.	Remove existing recycled fire hydrant, tee, and valve, and salvage back to YVWD (Station 0+00±).	L.S.	1,295. ⁰⁰
106	L.S.	Furnish and install 12" MJ x MJ barrel at tie in location (Station 0+00±).	L.S.	500. ⁰⁰
107	L.S.	Furnish and install 1" combination air and vacuum valve assembly per YVWD Standard Drawing W-15 (purple).	L.S.	3500. ⁰⁰
108	L.S.	Install Owner furnished 12" D.I.P. flanged tee with 12" gate valve, 12"x6" reducer, 6" gate valve, and MJ x FLG adaptors (Stations 0+63± and 7+54± as shown on plans).	L.S.	3,200. ⁰⁰

Sum of Bid Items 101 through 108: \$ 34,655.⁰⁰

Total Bid in Words: thirty four thousand six hundred fifty five ^{no}/₁₀₀

12" Recycled Water Pipeline
7th Street from Yucaipa Boulevard to
Chapman Heights Road
3/17/2011

Proposal C-2

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between _____ Yucaipa Valley Water District _____, hereinafter called Owner, and _____ hereinafter called Contractor.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, said Contractor agrees with said Owner to perform and complete in a workmanlike manner all work required under the Bidding Schedule

12" Recycled Water Pipeline - 7th Street from Yucaipa Boulevard to Chapman Heights Road
of said Owner's Specifications entitled Contract Documents and Specifications for 12" Recycled Water Pipeline - 7th Street from Yucaipa Boulevard to Chapman Heights Road

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment, tools, and services necessary therefore, except such materials, equipment, and services as may be stipulated by Owner to be furnished by said Owner, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said Owner, and for completing the work in accordance with the requirements of said Specifications and Drawings, said Owner will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the abovementioned Bidding Schedule(s).

ARTICLE III: The Owner hereby employs said Contractor to perform the work according to the terms of this Agreement for the abovementioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The Instructions to Bidders, Proposal, Specifications, and Drawings issued by the Owner with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

ARTICLE V: Contractor states that he is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of the Work of this

12" Recycled Water Pipeline
7th Street from Yucaipa Boulevard to
Chapman Heights Road
3/17/2011

Agreement F-1

Contract. Contractor shall provide evidence of Worker's Compensation or self insurance to the Owner within ten (1) days of execution of this agreement.

ARTICLE VI: In the event suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages reimbursement of costs and reasonable attorney's fees plus expenses (including the cost and expense of Engineer and Owner's representatives and experts and investigators) to be fixed by the Court. The "prevailing party" shall be the party who is entitled to recover costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover costs shall not recover attorney's fees. No sum for attorney's fees and expenses shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover costs or attorney's fees and expenses.

ARTICLE VII: Contractor agrees to indemnify hold harmless and assume the defense of, and pay all court costs and attorneys fees relating to or arising therefrom, in any actions of law or in equity, the Owner, its officers, agents, employees, and elective boards, all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, arising out of or in any way connected with the negligent acts, errors or omissions, or the willful misconduct of the Contractor or any person directly or indirectly employed by, or acting as agent for, Contractor, including negligent defects of design, but not including the sole or active negligence, or the willful misconduct of the Owner. This indemnification shall extend to claims, losses, damage, injury and liability for injuries occurring after the completion of the aforesaid project, as well as during the work's progress. This article shall apply and be enforceable for the full time of any applicable statute of limitations.

ARTICLE VIII: The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Owner.

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

Yucaipa Valley Water District
(Name of Owner)

By: _____

(Title)

(Name of Contractor)

By: _____

(Title)

12" Recycled Water Pipeline
7th Street from Yucaipa Boulevard to
Chapman Heights Road
3/17/2011

Agreement F-2

WARRANTY/MAINTENANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held and firmly bound unto Yucaipa Valley Water District hereinafter called Owner, in the sum of _____ dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bidding Schedule(s)

12" Recycled Water Pipeline - 7th Street from Yucaipa Boulevard to Chapman Heights Road

of said Owner's Specifications entitled Contract Documents and Specifications for 12" Recycled Water Pipeline - 7th Street from Yucaipa Boulevard to Chapman Heights Road

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

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

SIGNED AND SEALED, this _____ day of _____, 20_____.

_____(Contractor) (SEAL) _____(Surety) (SEAL)

By: _____ (Signature) By: _____ (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

12" Recycled Water Pipeline
7th Street from Yucaipa Boulevard to
Chapman Heights Road
3/17/2011

Faithful Performance Bond H-1



Date: April 6, 2011 **Job:** Not Applicable
Prepared By: Kevin King, Wastewater Superintendent;
Matt Harward, Deputy Manager Water Resources **G/L:** 03-5-02-51003
Subject: Discussion Regarding the Removal of Storage Tanks and Equipment at the
Wochholz Regional Water Recycling Facility
Recommendation: That the Board of Directors approves a contract with Warren Duncan
Construction for a sum not to exceed \$34,000.

With the recent expansion of the Wochholz Regional Water Recycling facility, the Yucaipa Valley Water District has several facilities that need to be removed and abandoned.

Methanol Storage Tank

Prior to the most recent expansion of the Wochholz Regional Water Recycling Facility (WRWRF) methanol was used for denitrification and was stored in a 15,000 gallon, double-walled fiberglass underground storage tank (UST). Once the plant expansion was completed and the new biological denitrification process was stabilized, plant operators switched to a new above ground storage facility for the addition of methanol to the treatment process. The underground storage tank was emptied and remains unused at the facility.

The San Bernardino County Fire Department requires underground storage tanks not in use be removed by a qualified contractor.

Emergency Chlorine Scrubber

Prior to the most recent expansion of the WRWRF disinfection of the final effluent was accomplished using chlorine and sulfur dioxide. Currently ultraviolet (UV) disinfection equipment is utilized for disinfection, replacing the chlorination system.

Most of the on-site equipment related to chlorine disinfection system has been removed by the District staff. The last remaining piece of equipment is a gas scrubber. Staff has investigated the possibility of finding another agency or company that can utilize the scrubber, without success, and is now recommending that the scrubber be removed from the site under this contract. Since the scrubber contains residual solution, special handling is required to neutralize and dispose of the product before demolition.

Ammonium Hydroxide Storage Tank

The ammonium hydroxide tank on site was also used in the chlorination process and has not been utilized since 2006. This tank is no longer considered a reliable storage vessel due to its age. The tank has been drained and cleaned and does not require any special handling. Staff is recommending that the tank be removed from the site as part of this contact.

Request for quotations

Staff obtained three quotes from San Bernardino County (SBCFD) approved underground storage tank removal contractors for the removal of the three pieces of equipment. One of the quotes received incorrectly specified the wrong underground storage tank construction material and numerous attempts to obtain a new quote from the firm were not successful. The other two quotes received, Warren Duncan Contractors and Environmental Logistics, are included in this memorandum.

Removal of the Underground Storage Tank

The methanol underground storage tank removal must follow San Bernardino County Fire Department regulations, including:

- Approval of work plan submitted to SBCFD prior to permit being issued;
- SBCFD representative on site during removal;
- All product must be removed from tank and tank must be triple rinsed;
- Soil samples must be taken at locations beneath the tank at location determined by SBCFD representative;
- Soil samples must be analyzed to determine if any product leakage occurred; and
- After SBCFD approves, the excavated area is to be back filled.

Both Warren Duncan Construction and Environmental Logistics have met these requirements in their respective quotes. A review of the quotations indicates that Environmental Logistics estimated more equipment needed when compared to Warren Duncan Construction.

Warren Duncan Construction	\$17,500
Environmental Logistics	\$29,440



Demolition and Removal of the Chlorine Scrubber and Ammonium Hydroxide Tank

The chlorine scrubber and sodium hydroxide tank demolition/removal does not require special permitting by SBCFD. However, both vessels are required to be certified cleaned and rinsed prior to disposal. This requires the use of a vacuum truck to remove all products and wash water used, including proper disposal.

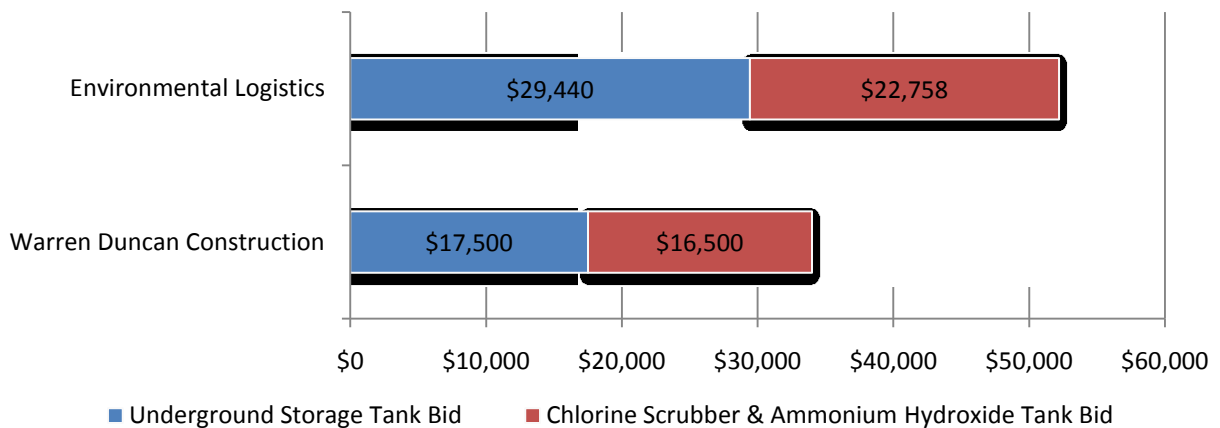
Warren Duncan Construction	\$16,500
Environmental Logistics	\$22,758

Based on the quotes received, the District staff recommends awarding a contract to Warren Duncan Construction in the amount of \$34,000.



Financial Considerations:

The total cost for the removal of the methanol underground storage tank, chlorine scrubber equipment and ammonium hydroxide storage tank is expected to be \$34,000 and will be allocated from G/L 03-5-02-51003 Repair and Maintenance, Wastewater Division, Fiscal Year 2011.





February 14, 2011
J. Kevin King
Yucaipa Valley Water District
12770 Second St
Yucaipa, CA 92399
Office (909) 795-2491
Fax (909) 795-0402
Email: kking@yvwd.dst.ca.us

Dear Mr. King,

Environmental Logistics, Inc. appreciates the opportunity to provide environmental services to permit and remove (1) 15,000 gal Methanol underground storage tank at the Yucaipa Valley Water District in Yucaipa, CA

Scope of Work:

- Obtain tank removal permits from San Bernardino County Fire Hazardous Materials Division
- Remove concrete from on top of tank
- Excavate soil from top of tank and piping to expose for removal per AQMD Rule 1166
- Cut open and clean tank
- Certify tanks clean by a marine chemist
- Remove, transport and dispose of tank
- Collect soil samples from under tank and piping
- Report and detail all lab analyses in a tank closure report
- Back fill excavation with soil from excavation

Environmental Logistics, Inc. assumes the following:

- Site is ready for schedule work
- Any delays will be charged back to client
- Environmental Logistics is not responsible for damage to any underground utilities
- No underground utilities will be relocated
- Tanks is assumed to be 15,000 gal double wall fiberglass tank last containing Methanol
- Water must be available on site for our use
- Soil remediation and ground water sampling is not included in this quote
- ELI must have full access to site
- No contaminated soil will be disposed of
- Cost for registration fees if any are unknown and will be billed separately
- Quote includes 4 soil samples to be collected from under tank and from under each 20 feet of pipe. If additional samples are requested by County Fire customer will pay for additional samples @ posted rate of \$293.00 ea
- De gassing per AQMD rule 1149 is included in quote.
- Soil will be imported. Excavation will be backfilled with soil from offsite and temporary fencing will be removed. Environmental Logistics will be released from all liability of the excavation
- Concrete and debris disposal is estimated at 1 load. Client will pay for additional loads @ \$60.00 per ton

140 W. Monte • Bloomington, CA 92316 • 909.546.1354 • Fax: 909.546.1546 • Cell: 909.721.6080
Email: twood@environmentallogistics.org



Environmental Logistics thanks you for the opportunity to quote this project. The project will be completed in 5 working days for the following estimated price :

1.	Removal permits and time to obtain (Registration fees not included)	\$1,000.00
2.	Equipment and crew Mobilization	\$1,700.00
3.	Temporary fencing	\$1,200.00
4.	AQMD Rule 1166 permit and air monitoring(If required)	\$1,320.00
5.	Excavate and expose tank and piping per AQMD Rule 1166	\$5,000.00
6.	Cut, clean and remove tank	\$3,940.00
7.	Marine chemist to certify tank clean	\$650.00
8.	Dry Ice	\$400.00
9.	Crane to remove tank from excavation	\$1,550.00
10.	Transportation and disposal of DW FRP Tank	\$2,000.00
11.	Backfill excavation with import soil	\$5,110.00
12.	Collect soil samples (4) samples total @ \$293.00 ea.	\$1,172.00
13.	Tank closure report	\$1,500.00
14.	Transportation and disposal of 1 load of concrete and debris	\$898.00
15.	Tank De-Gassing	\$1,000.00
16.	Equipment De Mobilization	\$1,000.00

Estimated Project Total **\$29,440.00**

Environmental Logistics, Inc. (ELI) is a full-service environmental company providing hazardous materials spill response, hazardous waste management and remediation services throughout Southern California.

ELI reserves the right to modify or amend this proposal prior to commencing work. Additionally should site conditions indicate the need for any additional work, ELI will notify you prior to incurring any additional charges.

Thank you for the opportunity to provide you with an estimate for the aforementioned services. Should you have any questions, please feel free to contact me at (909) 721-6080 or via email at twood@environmentallogistics.org.

Best Regards,

Terrence E. Wood
 Project Manager
 Environmental Logistics, Inc.
 140 W. Monte Ave., Bloomington, CA 92316
 O: 909.546.1354
 C: 909.721.6080
 F: 909.546.1546
 E-Mail: twood@environmentallogistics.org

140 W. Monte • Bloomington, CA 92316 • 909.546.1354 • Fax: 909.546.1546 • Cell: 909.721.6080
 Email: • twood@environmentallogistics.org



General Conditions

- The Customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by an ELI Field Representative, and the amount invoiced by ELI will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- This proposal is contingent on the customer providing full and complete access to site.
- The disposal pricing listed in this proposal is based upon the assumption that said products reflect the generators knowledge of the chemicals present.
- Work Hours are Monday thru Friday 0700- 1530 (Excluding Holidays).
- All payment terms are on a C.O.D. basis as specified below. Permit Charges are due prior to commencing work.
- For all invoices (emergency and non-emergency) a 1.5% per month late charge (for additional administrative expenses due to collections on unpaid invoices) will be added to any unpaid balance on the day after payment is due and on every monthly anniversary of that date until the invoice and all added charges are paid in full.
- Reasonable attorney’s fees, collection fees, costs, pre-judgment interest, post-judgment interest, and other related expenses will be added if reasonably required to collect on any outstanding balance.
- Commencement of work by ELI without customer’s prompt objection to the terms and conditions set forth in this document constitutes customer’s acceptance of these terms and conditions. The terms and rates included herewith will be billed as shown unless other contractual agreement has been made.
- When equipment is mobilized before 12:00 noon, the full day rate applies. If equipment is mobilized after 12:00 noon, the customer will be charged half of the daily rate. Daily rate is defined as a 24 hour rate beginning at 00:01-2400.

Acknowledgement

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Print Name _____ **Signature** _____

PO# _____ **Date** _____

140 W. Monte • Bloomington, CA 92316 • 909.546.1354 • Fax: 909.546.1546 • Cell: 909.721.6080
Email: • twood@environmentallogistics.org



February 14, 2011
J. Kevin King
Yucaipa Valley Water District
12770 Second St
Yucaipa, CA 92399
Office (909) 795-2491
Fax (909) 795-0402
Email: kking@yvwd.dst.ca.us

Dear Mr. King,

Environmental Logistics, Inc. appreciates the opportunity to provide environmental services to permit and remove (1) 3,750 gal Emergency Vapor Scrubber at the Yucaipa Valley Water District in Yucaipa, CA

Scope of Work:

- Develop and submit work plan for approval by San Bernardino County Fire Hazardous Materials Division
- Remove top of tank and associated hardware
- Remove, transport and dispose of plastic scrubbing spheres
- Open and clean tank
- Remove, transport and dispose of tank
- Report and detail all lab analyses in a tank closure report
- Back fill excavation with soil from excavation

Environmental Logistics, Inc. assumes the following:

- Site is ready for schedule work
- Any delays will be charged back to client
- Environmental Logistics is not responsible for damage to any underground utilities
- No underground utilities will be relocated
- Equipment is assumed to be 3,750 gal Fiberglass Emergency Vapor Scrubber containing approximately 500 gal Sodium Hydroxide (20% Solution) and 170 gal Sodium Hydroxide sludge
- Water must be available on site for our use
- Soil remediation and ground water sampling is not included in this quote
- ELI must have full access to site
- No contaminated soil will be disposed of
- All rinsate from tank cleaning will be disposed of onsite
- 3,300 gal Ammonium Hydroxide AST is CLEAN & DRY

140 W. Monte • Bloomington, CA 92316 • 909.546.1354 • Fax: 909.546.1546 • Cell: 909.721.6080
Email: • twood@environmentallogistics.org



Environmental Logistics thanks you for the opportunity to quote this project. The project will be completed in 5 working days for the following estimated price :

1.	Removal permits and time to obtain (Work Plan Included)	\$650.00
2.	Equipment Mobilization	\$1,000.00
3.	Labor	\$6,500.00
4.	PPE & Consumables	\$1,500.00
5.	Geartruck	\$2,000.00
6.	Pressure Washer	\$500.00
7.	Vacuum Truck	\$650.00
8.	Manlift	\$2,000.00
9.	Excavator	\$2,700.00
10.	Super Sucker	\$1,750.00
11.	Transportation and disposal of FRP Tank	\$2,000.00
12.	Transportation and disposal of 1 load of debris (Hardware and Spheres)	\$898.00
13.	Equipment De Mobilization	\$500.00

Additional Services

14.	Transportation and Disposal of CLEAN & DRY 3,300 gal Ammonium Hydroxide AST in conjunction with this project	\$1,000.00
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Estimated Project Total **\$22,758.00**

Environmental Logistics, Inc. (ELI) is a full-service environmental company providing hazardous materials spill response, hazardous waste management and remediation services throughout Southern California.

ELI reserves the right to modify or amend this proposal prior to commencing work. Additionally should site conditions indicate the need for any additional work, ELI will notify you prior to incurring any additional charges.

Thank you for the opportunity to provide you with an estimate for the aforementioned services. Should you have any questions, please feel free to contact me at (909) 721-6080 or via email at twood@environmentallogistics.org.

Best Regards,

Terrence E. Wood
 Project Manager
 Environmental Logistics, Inc.
 140 W. Monte Ave., Bloomington, CA 92316
 O: 909.546.1354
 C: 909.721.6080
 F: 909.546.1546
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General Conditions

- The Customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by an ELI Field Representative, and the amount invoiced by ELI will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- This proposal is contingent on the customer providing full and complete access to site.
- The disposal pricing listed in this proposal is based upon the assumption that said products reflect the generators knowledge of the chemicals present.
- Work Hours are Monday thru Friday 0700- 1530 (Excluding Holidays).
- All payment terms are on a C.O.D. basis as specified below. Permit Charges are due prior to commencing work.
- For all invoices (emergency and non-emergency) a 1.5% per month late charge (for additional administrative expenses due to collections on unpaid invoices) will be added to any unpaid balance on the day after payment is due and on every monthly anniversary of that date until the invoice and all added charges are paid in full.
- Reasonable attorney’s fees, collection fees, costs, pre-judgment interest, post-judgment interest, and other related expenses will be added if reasonably required to collect on any outstanding balance.
- Commencement of work by ELI without customer’s prompt objection to the terms and conditions set forth in this document constitutes customer’s acceptance of these terms and conditions. The terms and rates included herewith will be billed as shown unless other contractual agreement has been made.
- When equipment is mobilized before 12:00 noon, the full day rate applies. If equipment is mobilized after 12:00 noon, the customer will be charged half of the daily rate. Daily rate is defined as a 24 hour rate beginning at 00:01-2400.

Acknowledgement

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Print Name _____ **Signature** _____

PO# _____ **Date** _____

140 W. Monte • Bloomington, CA 92316 • 909.546.1354 • Fax: 909.546.1546 • Cell: 909.721.6080
Email: • twood@environmentallogistics.org

Warren Duncan Contracting



Contracting & Equipment Rental

2148 Glen Helen Pkwy
Devore, California 92407
909-880-8501 • FAX 909-880-3064
CA State License #553327

March 2, 2011
Yucaipa Valley Water District
12770 Second St
PO BOX 730
Yucaipa Ca 92399-0730
909-795-2491
909-795-0402 Fax

Subject:

Proposal to provide confined space entry to pressure wash and rinse one above ground scrubber tank with a caustic solution and then rinse the empty aboveground storage in San Bernardino Ca.

Others to provide personnel to remove manways identify all sensitive equipment that may need to be protected, lock out and tag out of electrical or air driven mechanical equipment to prevent spills or injuries to personnel.

The empty storage tank is to have been previously washed out and rinse by client and only need a rinse for transportation.

All work preformed will be handled in accordance with applicable federal, state, and local laws.

Scope of work:

The scope of work will be to pump out the remainder of product left in the scrubber unit into a vacuum tanker and empty as much as possible. Once the unit is empty it will be pressure washed and rinsed from the man way to break down the crystallized caustic at the bottom and to clear a spot for entry. Prior to entry ventilation will be set up on top of the unit to exhaust the air flow outside away from the entry point. Air samples will be taken using a 4 gas meter checking LEL, CO2, H2S, and Oxygen prior to entry, during entry, and periodically while pressure washing. A confined space entry permit will be used to document the entry and a copy provided unless the facility has its own procedures and documentation. Upon confirmation conditions are safe the unit will then be entered to break down, pressure wash, and rinse the crystallized caustic into the vacuum tanker. Once the scrubber is complete the aboveground storage tank will then be rinse for transportation.

Labor, Confined space equipment, pressure washer, and supplies used to perform the above scope of work portal to portal one day 8 hours is \$3,959.20.

Transportation 128.40 per hour approximate 12 hours \$1,540.80

Disposal of waste liquid \$2.22 per gallon with a 500 gallon minimum of \$1,110.00

Wash out of tanker \$390.00

Estimated total cost is \$7,000.00

Any unforeseen complications that may arise to require additional time equipment and supplies will be invoiced at cost plus 20%.

Cost of all permits, fees, fines, safety plans, safety equipment, (unless specifically included in the above scope of work) and extras will be invoiced at cost plus 20%. Price quoted herein does not include removal from the jobsite of any hazardous or contaminated material generated, discovered or uncovered.

Thank you for the opportunity to prepare this proposal for you if you have any questions please feel free to call (909) 880-8501.

Sincerely

Warren Duncan
Warren Duncan Contracting

PROPOSAL - CONTRACT



2148 Glen Helen Pkwy
 Devore, California 92407-1512
 909-880-8501 • FAX 909-880-3064
 CA State License #553327

Contracting & Equipment Rental

February 11, 2011
 Yucaipa Valley Water District
 12770 Second St
 PO BOX 730
 Yucaipa Ca 92399-0730
 909-795-2491
 909-795-0402 Fax
kking@yvwd.dst.ca.us

JOB SITE: 880 West County line Rd Yucaipa Ca

In accordance with: Job walk by Stuart Duncan and conversation with Kevin Lee and Kevin King.

SCOPE OF WORK: For the removal of (1) 15,000 gallon methanol tank. Tie downs slabs are to stay in place.

1. WDC will pull permits for tank removals; others are to pay for any back fees or registration fees.
2. WDC will notify AMQD per rule 1166
3. Others to provide adequate water for our use controlling dust for compacting or pay separately when we are billed for same.
4. WDC will notify USA to have utilities to the site marked. We will not be responsible for onsite underground utilities unless they are plainly marked before we start.
5. Others to have all utilities abandon to the excavation prior to move in.
6. All salvage rights are ours.
7. WDC will remove up to 2 inches of product from inside tanks. Any sludge or excess product removal must be done as an extra, as are any contaminants in product
8. WDC will not degas tanks not required.
9. WDC will triple rinse the inside of tanks, disposing of rinsate with manifest.
10. WDC will schedule inspections and remove tanks per government codes.
11. **WDC will dispose of tanks with certificates of destruction. Tank to be broken up onsite then transported to San Bernardino County dump for disposal. Dump ticket will be provided.**
12. WDC will take (2) combination 8260 and oxygenized test of the soil under each tank and have these analyzed for contamination.
13. WDC will import & Backfill the excavation this does not included compaction test or report if needed there will be a extra charge.
14. WDC will not do any patch work as a part of this contract.
15. WDC are not responsible for any RCRA hazardous materials. If any should be found, it may be handled on a time and materials basis.
16. Hidden obstacles such as footings from old buildings, conduits not known up front, are excluded, as is the need for dewatering or shoring.
17. Any additional tests required will be an additional charge to owner.

Page 1 of 2

This quotation includes only those permit or inspection fees listed specifically herein.

NOTICE: The foregoing estimate includes the reverse of this page as if a part of it.

Accepted by _____, 2011

WARREN DUNCAN CONTRACTING

By _____
 Buyer

By _____

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, CA 95826

- 18. There will be an extra charge for removal and disposal of any liquid other than water located in the annual space.
- 19. No bonds, permits, SWPP, testing, staking, de watering, shoring, engineering or any other fees not previously stated included in bid.
- 20. This is a prevailing wage project.
- 21. Payment Half (1/2) of contract amount to be paid the day we begin; balance due at time of completion. Past due amounts to earn 14% APR payable monthly to WDC.
- 22. This bid is valid for thirty (30) calendar days.

Contract Price: Nineteen Thousand dollars.....\$17,500.00
Removal of (1) 3,300 gallon hydroxide steel tank that has been cleaned by Yucaipa Valley Water District. Owner to supply letter stating that tank has been cleaned.....\$ 3,500.00
Demolition of Chlorine scrubber..... .S 6,000.00

STANDARD TERMS AND CONDITIONS

- 1. This proposal is subject to buyer’s written acceptance, delivered to Seller at Devore, California, within thirty (30) days from date of estimate, and if not accepted within such time, this proposal is withdrawn. No contract arises, unless and until this proposal has been accepted by the buyer and approved in writing by an authorized representative of seller, and this proposal is subject to change or withdrawal, until so accepted by buyer and approved by Seller.
- 2. Unless otherwise specified herein, invoices shall be rendered immediately upon completion of each item of Work or on the first of each month for any item of work partially completed during the previous month. All invoices shall be net cash, due and payable upon presentation without retention, at Devore, California. Where unit prices are specified in the estimate, the amount due for that item of work shall be determined by measurement of the work completed at the time of billing. In case installment payments are provided for and the buyer fails to pay an installment promptly when due, Seller, at its option, may declare the whole amount of said contract price to be immediately due and payable and may refuse to continue with the work unless and until full payment of the contract price is made; or, as an alternative option, may refuse to continue the work, unless security satisfactory to the Seller is given to insure future prompt payment of installments.
- 3. Upon acceptance of the proposal by the buyer and approval by the Seller, it will become the entire agreement between the parties, notwithstanding any communications or negotiations, written or oral. There are no covenants, agreements, representations, inducements, guarantee, or warranties not herein expressly contained.
- 4. The contract resulting from acceptance of this proposal is made in contemplation of patent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war, or latent conditions of the site unknown to Seller. Seller is not responsible for any delays or interruption of the work or for failure of performance in whole or in part by the Seller caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstances or events, the risk of which could not have been reasonably foreseen by Seller, nor for any delays or interruption of the work on account of transportation difficulties, governmental regulation of materials or labor, priorities of any kind, strikes, lockouts, boycotts, differences with employees, acts of God, or other cause beyond the Seller’s control.
- 5. All excise, privilege, occupation, sales, personal property, and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation, or ownership of material to be supplied by seller hereunder, and for the payment or collection of which Seller is liable, shall be added to the net contract price herein specified and shall be paid by buyer, whether specifically set forth in the estimate or not.
- 6. If fills or rough grading of the site is to be made by others, the site must be left for us at an elevation within one-tenth foot plus or minus of finished subgrade elevation and be of such material as will readily provide a firm and stable subgrade.
- 7. Boundary line surveys and civil engineering, requiring the services of a licensed civil engineer, if necessary, shall be provided by buyer or at buyer’s expense, in addition to the contract price, but Seller assumes no responsibility for the correctness of such survey or civil engineering. Buyer assumes full responsibility for design of grade, provision for drainage, and discharge of waters from the site, and Seller shall have no liability or responsibility thereof.

This quotation includes only those permit or inspection fees listed specifically herein.

NOTICE: The foregoing estimate includes the reverse of this page as if a part of it.

Accepted by _____, 2011

WARREN DUNCAN CONTRACTING

By _____
Buyer

By _____

Contractors are required by law to be licensed and regulated by the Contractors’ State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P. O. Box 26000, Sacramento, CA 95826

- 8. Seller warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner, but Seller expressly assumes no responsibility for failure of paving caused by the settlement of fills placed by others, whether caused by the use of improper fill materials or otherwise.
- 9. Should buyer default hereunder buyer agrees to pay the Seller, in addition to the contract price herein specified, any and all costs reasonably incurred in collecting sums due hereunder or otherwise obtaining restitution from the buyer, including reasonably attorney's fee, if action be commenced, in an amount to be fixed by the court.
- 10. Upon completion, buyer agrees to inspect the work immediately and issue and acceptance to Seller, providing the work has been completed according to the terms of the contract.
- 11. When site improvements are completed in advance of building operations, Seller assumes no responsibility for damage done to same improvements.

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This quotation includes only those permit or inspection fees listed specifically herein.

NOTICE: The foregoing estimate includes the reverse of this page as if a part of it.

Accepted by _____, 2011

WARREN DUNCAN CONTRACTING

By _____
Buyer

By _____

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DIRECTOR COMMENTS

ANNOUNCEMENTS