

Notice and Agenda of a Board Workshop

Tuesday, February 25, 2020 at 4:00 p.m.

MEETING LOCATION:	District Administration Building 12770 Second Street, Yucaipa
MEMBERS OF THE BOARD:	Director Chris Mann, Division 1 Director Bruce Granlund, Division 2 Director Jay Bogh, Division 3 Director Lonni Granlund, Division 4 Director Joyce McIntire, Division 5

I. Call to Order - Pledge of Allegiance

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 meeting agenda.

III. Staff Report

IV. Operational Updates

A. Overview of the Site Improvements at Drinking Water Production Well No. 12 [Workshop Memorandum No. 20-051 - Page 9 of 102]

V. Capital Improvement Projects

- A. Status Report of the Replacement of the Drinking Water Reservoir R-16.6 Calimesa [Workshop Memorandum No. 20-052 Page 15 of 102]
- B. Overview of a Replacement Drinking Water Pipeline in Wildwood Canyon Road, Yucaipa [Workshop Memorandum No. 20-053 Page 18 of 102]

VI. Development Related

A. Overview of a Proposed Sewer Connection for APN:300-192-08 on Avenue E [Workshop Memorandum No. 20-054 - Page 20 of 102]

VII. Administrative Issues

A. Overview of the Demolition of Structures at 12816 Second Street, Yucaipa [Workshop Memorandum No. 20-055 - Page 22 of 102]

Any person who requires accommodation to participate in this meeting should contact the District office at (909) 797-5117, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

Materials that are provided to the Board of Directors after the meeting packet is compiled and distributed will be made available for public review during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting materials are also available on the District's website at <u>www.yvwd.dst.ca.us</u>

- B. Review of Sorenson Engineering's Soil Vapor and Groundwater Treatment Class I Significant Industrial User Discharge Permit No. SP-001-05 [Workshop Memorandum No. 20-056 - Page 64 of 102]
- C. Overview of a Memorandum of Understanding with State of California Department of Forestry and Fire Protection to Provide Site Maintenance [Workshop Memorandum No. 20-057 - Page 84 of 102]
- D. Overview of Open Space and Land Management Concepts [Workshop Memorandum No. 20-058 Page 93 of 102]

VIII. Board Reports & Director Comments

IX. Announcements

- A. March 3, 2020 at 6:00 p.m. Board Meeting
- B. March 10, 2020 at 4:00 p.m. Board Workshop
- C. March 17, 2020 at 6:00 p.m. Board Meeting
- D. March 31, 2020 at 4:00 p.m. Board Workshop
- E. April 7, 2020 at 6:00 p.m. Board Meeting
- F. April 14, 2020 at 4:00 p.m. Board Workshop
- G. April 21, 2020 at 6:00 p.m. Board Meeting
- H. April 28, 2020 at 4:00 p.m. Board Workshop
- I. May 5, 2020 at 6:00 p.m. Board Meeting
- J. May 12, 2020 at 4:00 p.m. Board Workshop
- K. May 19, 2020 at 6:00 p.m. Board Meeting
- L. May 26, 2020 at 4:00 p.m. Board Workshop
- M. June 2, 2020 at 6:00 p.m. Board Meeting
- N. June 9, 2020 at 4:00 p.m. Board Workshop
- O. June 16, 2020 at 6:00 p.m. Board Meeting
- P. June 30, 2020 at 4:00 p.m. Board Workshop

X. Closed Session

- A. Conference with Real Property Negotiator(s) Government Code 54956.8 Property: Assessor's Parcel Number: 0319-121-38 Agency Negotiator: Joseph Zoba, General Manager Negotiating Parties: Harry Holdorff Under Negotiation: Terms of Payment and Price
- B. Conference with Real Property Negotiator(s) Government Code 54956.8 Property: Assessor's Parcel Number: 0319-121-63 Agency Negotiator: Joseph Zoba, General Manager Negotiating Parties: Emmet Conlon Under Negotiation: Terms of Payment and Price
- C. Conference with Legal Counsel Anticipated Litigation (Government Code 54956.9) -Three Cases

XI. Adjournment

Staff Report



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Los Angeles Times

Is California headed back into drought, or did we never really leave one?



Rancher Jon Pedotti walks on a parched lake bed near Cambria in 2014. The years 2012 to 2016 were the five driest consecutive years on record in downtown L.A. (AI Seib/Los Angeles Times)

By PAUL DUGINSKI | GRAPHICS AND DATA JOURNALIST FEB. 15, 2020 | 6:18 PM

The <u>most recent U.S. Drought Monitor</u>, issued on Thursday, shows an oval-shaped patch of Central California slipping back into moderate drought. This is after a couple months where the Drought Monitor showed the state to be <u>almost drought-free</u>.

The <u>2018-19 water year</u> that came to a close last June was good — above average in many places in the state — but not great. The 2019-20 water year got off to a fast start with <u>a couple of potent storms</u>, and Southern California was <u>above seasonal norms</u> even as Northern California lagged. Then January and February — two of the state's wettest months — turned bone dry. And February looks unlikely to overcome its arid habits before the month ends, even though the calendar has given it an extra day this year in which to try.



(Paul Duginski / Los Angeles Times)

A persistent ridge of high pressure has taken up residence in the eastern Pacific, and it shows no sign of budging. It is diverting storms into the Pacific Northwest region, which means more dry weather for California.

But did the drought in California ever really end? Climatologist and weather expert Bill Patzert thinks Southern California continues to be mired in a two-decade drought, and he uses rainfall figures for downtown Los Angeles to illustrate his point.

Over a period of 143 years, the average annual rainfall recorded in downtown Los Angeles has been 14.93 inches. Rainfall figures for downtown Los Angeles from 1999 to 2019 show many more disappointingly dry years than robustly wet ones.

During the 21 years ending with the 2019 season, 14 years have been below average, and only seven have been above, according to Patzert, who until recently was with NASA's Jet Propulsion Laboratory. In fact, three of the driest years since 1878 occurred during this period: 2002, 2007 and 2018. The period from 2012 to 2016 accounted for the five driest consecutive years on record, when the average rainfall each year was only 7.74 inches, or 50% of normal.

Is this what a 20-year drought looks like?

For the rainfall years ending in 1999 through 2019, 14 have fallen below the 143-year average.



(Paul Duginski / Los Angeles Times)

Between 1999 and 2019, downtown Los Angeles was a total of almost 52 inches below average, Patzert points out. "That's like losing 3¹/₂ average years of rainfall over the last 21 years."

The lower rainfall brought the average for those years down to 12.47 inches per year — 2.47 inches short of normal each year, on average. "That's mucho groundwater, irrigation for crops, lots of dead lawns and mass mortality in the great forests of California," said Patzert.

"This drought did not simply come and go every other year, it has continued to deepen for two decades," Patzert explained. "And the impacts have been long-lasting for urban dwellers, farmers, water managers and especially firefighters."

The effects of persistent drought last a long time. For example, Lake Mead, a key reservoir formed by the Hoover Dam on the Colorado River, supplies water to millions of people in Arizona, California and Nevada, including Los Angeles. In 1999, its level was 1,212 feet above sea level. Now it's at 1,094 feet — 118 feet lower — which represents a 50% drop in the volume of the lake. It will take decades for the reservoir to recover, Patzert warns.

"That's ominous because the population served by water from the Colorado River has exploded since the 1950s," said Patzert. "Lake Mead is our drought monitor for the American Southwest."

Patzert emphasizes that although one or two dry years can be punishing, a slowly building, large-scale drought is much more damaging. Long, major droughts are not zero or 50% below-normal rain. Droughts are when you drop from an average of 14.93 inches of rain per year to 12.47 inches — a subtle 16% decrease in average rain for 21 years, he explained. The two-decade drop in the level of Lake Mead is the result.

"History and science show us that droughts are large, long-lasting, and they wax and wane," said Patzert. "This is especially true in the American West. The great Dust Bowl started in 1930 and lasted for almost a decade. California experienced on-again, off-again drought from the mid-1940s through the late 1970s. During these prolonged dry spells, a single wet year or two can provide temporary relief but will not break a multiyear drought.

"Droughts build incrementally, and recovery happens in slow motion, not with one wet year," he said. "Droughts fool you. You think you're out, and they pull you back in."

Source: <u>https://www.latimes.com/california/story/2020-02-15/is-california-headed-back-into-drought-or-did-we-never-really-leave-one</u>

Operational Updates



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Date: February 25, 2020

From: Matthew Porras, Implementation Manager Mike Kostelecky, Operations Manager

Subject: Overview of the Site Improvements at Drinking Water Production Well No. 12

The District owns and operates a drinking water well on 6th Street in the City of Yucaipa that provides water production to the distribution system. The well was the initially drilled in the 1960's and was recently mechanically rehabilitated. The recent rehabilitation approved by the Board of Directors on November 19, 2019 [Director Memorandum 19-130] included repairs and service to the well and the replacement of the column, tube, and shaft. The well is now in good working order with the exception of the building, vehicle access. and site grading.



The next phase of the project is to replace the metal structure that currently encloses the well, increase security, and improve site drainage.

The existing structure needs to be replaced due to its condition, security, and limited function. A well house should have an accessible roof hatch that allows for equipment to be removed and replaced. The existing structure has a failing steel roof that must be partially disassembled to allow for overhead well maintenance. The existing structure has a small single door that limits access for servicing the housed equipment. The overall poor condition of the structure and the multiple roof leaks contribute to interior flooding during rain events. The replacement structure is planned to solve the problems of the current structure and improve the aesthetics of the property. The replacement steel building would measure 20 feet wide and 24 feet long and could be installed by District staff. The existing structure as well as concepts of the replacement building are included below.







Frontage Improvements: The current condition of the site is pictured below. The lack of fencing and a defined entry to the property result in illegal dumping, trespassing, and a general deficiency of site security. The curb and gutter is also absent from the frontage and District Staff is working with the City of Yucaipa to improve the Right-of-Way infrastructure.



The new well structure will have a new finished floor height that is considered in the preliminary site grading plan. With minimal grading, the site can be improved to handle rain events, function, and appearance.



The purpose of this item is to discuss the current issues and deficiencies and the planned improvements. District staff is prepared to complete many elements of the project in-house including removing the existing structure, pouring the new concrete foundation, installing the new well structure, and completing the necessary site grading. The purchase of the steel building will be discussed at a future meeting for approval.

This project would be paid for by Water Fund Infrastructure Reserves [G/L Account # 02-000-10311].

Capital Improvement Projects



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Date: February 25, 2020

From: Matthew Porras, Implementation Manager

Subject: Status Report of the Replacement of the Drinking Water Reservoir R-16.6 - Calimesa

The District owns and operates a drinking water storage facility [Asset ID: PW-R-13016.6] that was initially put into service in the early 1980's when the Oak Hills Estates residential area was developed. The R-16.6 reservoir serves drinking water to the 16.6 pressure zone within the residential area.

In the past few years of the reservoir's almost 40-year life, District staff has been observing and monitoring the deteriorating condition. Most recently, numerous leaks on the exterior walls of the tank have developed and have signaled the end of this assets useful life. The replacement of this is tank recommended before the condition becomes more severe.



On December 17, 2019, the Board of Directors awarded a contract to Superior Tank Company for the replacement of Drinking Water Reservoir R-16.6 for a sum not to exceed \$565,668 [Director Memorandum 19-138]. The new tank will comply with current seismic requirements with a concrete ring wall that will provide the tank a solid foundation and secure bolt down installation. Our current tank is 24 feet tall and 37 feet in diameter with approximately 195,000 gallons of useable capacity. Without extensive grading, the new tank would provide the freeboard needed to comply with updated construction standards and the additional width would provide the usable capacity of approximately 298,000 gallons, an increase of over 100,000 gallon capacity.

A geotechnical report has been completed to ensure the proposed tank is designed and constructed appropriately. The necessary environmental documents have been completed and filed with the State Clearing House (SCH Number 2019100374) on October 18, 2019 and the required 30 day time period has been fulfilled. District staff installed the temporary tanks and has made the necessary connections to the existing onsite piping. The temporary tank installation and operation are not included in the construction contract.

The District hosted a pre-construction meeting on February 6, 2020 with the contractor and the Districts engineer to prepare for the project. The contractor will mobilize to the project area starting February 19, 2020 to begin their work. The proposed construction schedule is provided below.

S	JPEKIUK TANK										
C	MPANV INC®				2019			20	20		
	DINI ANT INC.	Start	End	Dur	Dec	Jan	Feb	Mar	Apr	Мау	Jun
	Construction Schedule	12/19/19	6/16/20	175							
1	Contract Stage	12/19/19	2/14/20	55							
2	Mobilization	2/19/20	2/21/20	3			9				
3	Dismantle Existing Tank	2/22/20	2/29/20	8			1	h			
4	Pot holing	2/27/20	2/28/20	2			(
5	Concrete Foundation	3/1/20	3/30/20	30							
5.1	Over Excavation	3/1/20	3/12/20	12				b 1			
5.2	Dig Foundation	3/13/20	3/14/20	2				\$			
5.3	Form Foundation	3/15/20	3/16/20	2				\$			
5.4	Place Rebar	3/17/20	3/17/20	1				6			
5.5	Place Anchor Bolts	3/18/20	3/18/20	1							
5.6	Pour Concrete	3/19/20	3/19/20	1							
5.7	Strip Forms	3/20/20	3/20/20	1				6			
5.8	Aggregate Base Backfill	3/21/20	3/30/20	10							
6	Bolted Steel Storage Tank	4/15/20	5/24/20	40							
6.1	Tank Delivery	4/15/20	4/15/20	1					P		
6.2	Tank Installation	4/16/20	5/24/20	39					1		
7	Installation of Inlet/Outlet Piping	5/25/20	5/28/20	3							5
8	Electrical	5/25/20	5/30/20	5							5
9	Drain Piping & Catch Basin	5/25/20	5/30/20	5						2	1
10	Bollards	5/31/20	6/1/20	2							6
11	Final Grade & Base	6/2/20	6/6/20	5							6
12	Clean Up & Demobilize	6/7/20	6/16/20	10							8

Reservoir R-16.6 Replacement | Proposed Schedule STCI Job #15291R



This project will be paid for by the Water Fund, Facility Capacity Charge (FCC) Water Storage Reservoirs Account [G/L Account #02-000-10413]. This project was included in the CIP budget estimated for fiscal year 2021-22 but as a result of the urgency will be moved to the current fiscal year.





February 25, 2020

From: Matthew Porras, Implementation Manager

Subject: Overview of a Replacement Drinking Water Pipeline in Wildwood Canyon Road, Yucaipa

The District is in the process of designing a pipeline in the City of Yucaipa, within Wildwood Canyon Road between Oak Grove Road and Oak Mesa Road. The existing pipline is the main supply for the nearby developments and serves as a pumping corridor for the 16 pressure zone at 3,228 feet of elevation to reach the 17 pressure zone at 3,436 feet. The replacement mainline will serve the same purpose, yet will be a larger diameter and a more robust material.



The existing 12-Inch PVC main was installed in 1985 and is prone to severe failures that impacts a large number of residences. This replacement will include approximately 1,500 linear feet of 16-Inch Ductile Iron Pipe, three residential services, and three hydrants.

Further information and authorization will be discussed at a future Board Meeting.

Development Projects



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Yucaipa Valley Water District Workshop Memorandum 20-054

Prepared By: Dustin Hochreiter, Senior Engineering Technician

Subject:

Overview of a Proposed Sewer Connection for APN:300-192-08 on Avenue E

The District staff has received the Sewer Facility Capacity Charge fees for existing 6-inch sewer service to the Chick-fil-A restaurant located at 31479 Avenue E, between Yucaipa Boulevard and Dunlap Boulevard, in the City of Yucaipa. Yucaipa Valley Water District will provide sewer service. Recycled water is not applicable in this area. Western Heights Water Company will provide potable water.

The purpose of this memorandum is to provide an update on the proposed commercial project.





Administrative Items



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Date: February 25, 2020

From: Joseph Zoba, General Manager

Overview of the Demolition of Structures at 12816 Second Street, Yucaipa Subject:

The Yucaipa Valley Water District recently acquired property located at 12816 Second Street, Yucaipa. The District staff recommends demolishing the existing garage, house, and other structures on-site and to remove any remaining debris.



A draft Request for Proposal has been prepared for your review and future consideration at the next board meeting.



Demolition of Structures Located at 12816 2nd Street, Yucaipa

Proposal No. 200304

Response Due and Public Bid Opening

Tuesday, March 24, 2020 at 2:00 p.m.

Yucaipa Valley Water District 12770 Second Street Yucaipa, California 92399

Contact Information:

John Wrobel, Public Works Manager Phone: (909) 790-7597 Email: jwrobel@yvwd.us

Matt Porras, Implementation Manager Phone: (909) 790-3300 Email: <u>mporras@yvwd.us</u>

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Introduction

This Request for Proposals ("RFP") is being issued by the Yucaipa Valley Water District ("District") to solicit a cost for the demolition of a residential structure located at 12816 2nd Street, Yucaipa. Demolition is defined as the demolition and removal of the building, removal of the basement and foundation.

Contractors with demonstrated experience in demolition and with an interest in making their services available to the District are invited to respond to this RFP. "Respondents" means the Contractors that submit proposals in response to this RFP. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is licensed and capable of providing the specified services. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP.



Nothing in this RFP shall be construed to create any legal obligation on the part of the District or any respondents. The District reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage.

In no event shall the District be liable to Respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the District for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the District and available for public review without limitations. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

Response Due Date

Due Date:

Mailing Address / Bid Opening Location:

Tuesday, March 24, 2020 at 2:00 p.m.

Yucaipa Valley Water District Attn: John Wrobel, Public Works Manager 12770 Second Street Yucaipa, California 92399

Project Description

The Yucaipa Valley Water District ("District") owns property located at 12816 2nd Street, Yucaipa. The unused residential structure will be demolished and removed from the property under this proposal. The proposed demolition does not include the existing fences surrounding the property.



basement and garage foundation (garage has been demolished), as well as, the demolition and removal of all landscaping within the Perimeter of Proposed Demolition.



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General Obligations of Contractor

- 1. The selected Contractor will be required to sign the attached Standard Agreement in Appendix A. There will be no negotiation on the language of the attached Standard Agreement.
- 2. The Contractor shall be licensed by the California Contractors State License Board or other required agencies.
- 3. The Contractor and Subcontractor must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- 4. The Contractor shall perform all services as expeditiously as is consistent with skill and care and shall complete the services within each and all of the time periods.
- 5. The Contractor shall comply with the California Fair Employment and Housing Act and all other State, Federal and local laws including, but not limited to, those prohibiting discrimination, on account of race, color, national origin, sexual orientation, religion, age, marital status, gender or disability.
- 6. The Contractor shall obtain all permits necessary to complete the Project at no additional cost.
- 7. The Contractor shall provide all supervision, labor, equipment, technical expertise, safety equipment, and service operations to complete the project. All work shall be performed under the supervision of a qualified superintendent of foreman.
- 8. The designated District Representative shall have sole authority to approve all phases of the project including the quality of work and shall not authorize payment until in his or her opinion the work has been satisfactorily completed.
- 9. The Contractor shall ensure that employees comply with all California State Industrial regulations and practices.
- 10. The Contractors' personnel shall conduct themselves in a professional manner at all times. Personnel shall be courteous, neat in appearance, and wear visible Contractor identification including all personal protection equipment. All equipment shall display their company identification, including any Subcontractors.
- 11. The Contractor shall ensure all Contractor personnel comply with all relevant OSHA, Cal/OSHA, and Labor and Industries work safety regulations at all times they are on the project site. Contractor is responsible for implementing confined space entry procedures in accordance with all relevant laws and regulations.

Scope of Work and Requirements

- CONSTRUCTION PERIOD AND REQUIREMENT The Contract Work shall be complete within 28 calendar days after date of approval by the District's Board of Directors. Contractor is advised that "Liquidated Damages" of \$250 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date established by the Contract Completion Schedule, as adjusted for due cause by Change Order.
- 2. DEMOLITION SPECIFICATIONS The Scope of Work and Requirements includes the following:

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- a. Demolition and removal of building, basements, foundations, and vegetation within the identified Perimeter of Proposed Demolition.
- 3. DEFINITIONS
 - a. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain on the District's property.
 - b. Existing to Remain: Protect items indicated to remain against damage during demolition.
- 4. MATERIALS OWNERSHIP: Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the District's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.
- 5. SUBMITTALS Submit each item for information only, unless otherwise indicated.
 - a. Schedule of demolition activities indicating the detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - b. Inventory of items to be removed and salvaged.
 - c. Landfill records.
- 6. PROJECT CONDITIONS
 - a. Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.
 - b. Buildings to be demolished will be vacated and their use discontinued before start of Work.
 - c. Conditions existing at time of inspection for bidding purpose will be maintained by the District as far as practical.
 - d. Storage or sale of removed items or materials on-site will not be permitted.
 - e. Landfill Disposal Contractor shall supply District with a copy of landfill and disposal receipts.
- 7. EXAMINATION
 - a. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
 - b. Survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
 - c. Perform surveys as the Work progress to detect hazards resulting from demolition activities.
- 8. PREPARATION
 - a. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
 - b. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

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- c. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- d. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
- e. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
- f. Protect existing site improvements, appurtenances, and landscaping to remain.
- g. Use of explosives will not be permitted.
- h. Pollution Controls Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820) Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.
- i. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- i. Do not create hazardous or objectionable conditions, such as flooding and pollution when using water.
- j. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- k. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
- I. Contractor shall limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 3:00 p.m. Special hours of operation outside the normal hours must be approved by the District. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

9. DEMOLITION

- a. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations.
- b. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- c. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
- d. Break up and remove concrete slabs.
- e. Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

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- f. Below-Grade Construction: Demolish and remove all foundation walls and all below-grade construction.
- g. Basement Excavation Below grade structures foundation/basement floor shall be totally removed.
- h. Completely fill below-grade areas and voids resulting from demolition of buildings and removal of building basement and garage foundation with soil materials and sufficient compaction to ensure there is proper drainage and no ponding of water on the site for a minimum period of one year.
- i. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
- j. Special Conditions The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. *Any* damage to surrounding buildings or property will be repaired by the Contractor at his expense.
- 10. DISPOSAL OF DEMOLISHED MATERIALS
 - a. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - b. Burning: Do not burn demolished materials.
 - c. Transport demolished materials and legally dispose of them.
- 11. FILL MATERIAL AND COMPACTION Contractor to provide clean fill material where needed to achieve a consistent grade matching areas not included within the Perimeter of Proposed Demolition such that there is no ponding, depressions or swales. Contractor to provide a compaction report indicating that all fill areas for below-grade demolition results in a minimum 90% compaction for bottom, center and top of filled areas at a location determined by the District staff.
- 12. MEASUREMENT AND PAYMENT The work of Building Demolition shall not be paid for separately but shall be included in the lump sum project cost payable within 30 days of receipt of invoice for the completion of the project and following a postdemolition job walk.
- 13. COORDINATION Contractor shall accommodate District representative who will be monitoring Contractors activities.
- 14. WORK HOURS Generally standard work hours shall occur between the hours of 8:00 am to 3:00 pm, Monday through Friday unless authorized by a District representative.
- 15. HEALTH AND SAFETY All work shall be done in a safe, workmanlike manner. Work performed, methods, and equipment used shall be in conformance with the prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to Contractor operations not in conformance to these acts, or stoppages by OSHA inspectors or the designated representative, as a result of non-conformance, shall be solely borne by the Contractor.

All Cal-OSHA and Title 8 requirements shall be followed for access to confined spaces. Confined space entry procedures shall be submitted prior to contract award.

- 16. LICENSES Contractor must possess the following Contractor licenses:
 - a. Class A General Engineering

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- 17. TRAFFIC CONTROL The Contractor shall be responsible, during all phases of the work to provide for public safety and convenience. Operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners.
- 18. STORMWATER POLLUTION CONTROL The Contractor shall exercise every reasonable precaution to prevent the discharge of any material which is not solely stormwater to the storm drain system. Non-allowable discharges include, but are not limited to, eroded soil from stockpiles or disturbed earth on-site, concrete and concrete washout water, saw cut slurry, fuel, oil, and other vehicle fluids, solid wastes, and construction chemicals.

The Contractor will be responsible for the complete cleanup of all material that is discharged from the project(s) in violation of the Discharge Rules. Should the Contractor fail to promptly and effectively clean up such discharges, District may cause the cleanup to be performed by others, the costs to be deducted from any monies due or to become due the Contractor.

- 19. SUBCONTRACTORS The Contractor may utilize the services of specialty Subcontractors on those parts of the work that, under normal contracting practices, are performed by a specialty Subcontractor. It is understood that at least 50% of the work to be performed shall be performed by the Contractor. Any Subcontractor used must adhere to the same terms as the Contractor. The Contractor shall be fully responsible to the District for the performance of their Subcontractor, and of person either directly or indirectly employed by them.
- 20. INSURANCE REQUIREMENTS The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries 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 sub-Contractors. All sub-Contractors shall be required to comply with the applicable insurance provisions. The maintenance of proper coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of contract.

The Contractor will be required to provide insurance in accordance with the attached Agreement included in Appendix A.

- 21. MAINTENANCE OF RECORDS AND ACCOUNTING The Contractor shall maintain, during the Project implementation time and for a period of three (3) years after completion of the Project, accurate and organized records of all costs of any type and all services performed for the Project. District will have the right at any time, including during the performance of all Phases of the Project to audit and copy all such records.
- 22. RESPONSE REQUIREMENTS All Contractors are required to follow the format specified below. The content of the proposal must be clear, concise, and complete. Each section of the proposal shall be presented according to the outline shown below to aid in expedient information retrieval.

Four (4) copies of the proposal shall be delivered no later than 2:00 P.M. on Tuesday, March 24, 2020 to:

Location:

Yucaipa Valley Water District 12770 Second Street Yucaipa, California 92399

Yucaipa Valley Water District	
Demolition of Structures at 12816 2 nd Street, Yucaipa	Page 10 of 42

Please note that faxed copies will not be accepted. Also note that incomplete proposals, incorrect information, or late submittals may be cause for immediate disqualification. The District reserves the right to amend the Project Information prior to the date that proposals are due. Amendments to the Project Information shall be emailed to all potential Contractors and posted online. The District reserves the right to extend the date by which the proposals are due.

General Response Requirements - Sealed proposals submitted in response to this Project Information shall conform and consist of the information included in Attachment "B".

23. PUBLIC DISCLOSURE - All proposals submitted in response to this Project Information become the property of the District and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. The cover letter of the proposal should contain a paragraph that states whether or not Contractor believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Contractor considers such information to be confidential.

In the absence of a declaration, District may be obligated to disclose proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if District, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.

- 24. PROPOSAL SCHEDULE The solicitation receipt and evaluation of proposals and the selection of the Contractor will conform to the following schedule (Note: Dates are subject to change):
 - Distribution of Project Information: Wednesday, March 4, 2020
 - Bids Due / Bid Opening: Tuesday, March 24, 2020 at 2:00 p.m.
 - Approval of Agreement and Authorization to Proceed: April 7, 2020.
- 25. PROPOSAL SELECTION PROCESS Award will be based on best value not lowest responsible respondent. Proposals will be considered only in their entirety. The District reserves the right to reject any or all proposals without qualifications, to select a Contractor based on proposals received without interview, and to negotiate specific requirements and costs using the selected proposal as a basis. District reserves the right to discuss and negotiate scope, costs, and schedule as needed. At any time prior to the District executing a Contract with the selected Contractor, if that Contractor cannot meet any of the RFP conditions, the District has the option of selecting another Contractor. The District reserves the right to enter into contracts with multiple Contractors.
- 26. PROPOSAL EVALUATION CRITERIA Selection of the Contractor will be based on best ability to respond quickly with appropriate capabilities. Proposals will be evaluated based on best value as determined multiple factors including but not limited to: location, staffing, equipment, past experience, reputation, safety rating, and bond rating.
- 27. CONTRACT TERMS AND CONDITIONS Issuance of this Project Information does

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not commit District to award a contract, or to pay any costs incurred in the preparation of a response to this request. District retains the right to reject any or all submittals. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful Contractor. No modifications to the standard contract language will be granted.

Each submittal shall be valid for not less than one hundred and twenty (120) days from the date of receipt.

All insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the District. District reserves the right to modify the insurance limits or to substitute project insurance during contract negotiations.

The Yucaipa Valley Water District looks forward to receiving a proposal from your company. If you have any questions regarding this information, please contact:

John Wrobel, Public Works Manager Phone: (909) 790-7597 Email: jwrobel@yvwd.us

or

Matt Porras, Implementation Manager Phone: (909) 790-3300 Email: <u>mporras@yvwd.us</u> Yucaipa Valley Water District Demolition of Structures at 12816 2nd Street, Yucaipa

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APPENDIX A

Standard Agreement

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CONTRACT SERVICES AGREEMENT FOR CONTRACTOR SERVICES RELATED TO THE [____Insert Name of Project____]

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made this <u>day of</u>, 2020, by and between the YUCAIPA VALLEY WATER DISTRICT a special district ("District") and ("Contractor").

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 <u>Scope of Services</u>. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform all the work set forth in the Scope of Services attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 <u>Compliance With Law</u>. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 <u>Licenses, Permits, Fees and Assessments</u>. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 <u>Contract Sum</u>. Upon completion of all work and services rendered pursuant to this Agreement, the Contractor shall be paid in accordance with the "Schedule of Compensation" attached hereto as <u>Exhibit "B"</u> and incorporated herein by reference, but not to exceed the maximum contract amount of ______

_____ (\$_____) ("Contract Sum").

2.2 <u>Method of Payment</u>. Provided that Contractor is not in default under the terms of the Agreement, the Contractor shall submit progress payments by the 5th of each month for approval by the Board of Directors at the regular meeting, generally held on the third Wednesday of every month. A 10% retention will be held from each progress payment. Upon completion of the work [and acceptance of final field measurements] a Board authorized Notice of Completion will be filed by the Yucaipa Valley Water District. The 10% retention will be released (35) days after the filing of the Notice of Completion.

3.0 COORDINATION OF WORK

3.1 <u>Representative of Contractor</u>. [Name and Title] is hereby designated as being the principal representative of the Contractor, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

3.2 <u>Contract Officer</u>. John Hull, Public Works Manager of the Yucaipa Valley Water District is hereby designated as the representative of the District, authorized to act in its

Yucaipa Valley Water District	
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behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The General Manager of the District shall have the right to designate another Contract Officer by providing notice to the Contractor.

3.3 <u>Prohibition Against Subcontracting or Assignment</u>. Contractor shall not contract with any entity to perform in whole or in part the work and services required hereunder without the express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the District. Any such prohibited assignment or transfer shall be void.

3.4 <u>Independent Contractor</u>. Contractor shall perform all work and services required herein as an independent contractor of the District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District.

4.0 INSURANCE AND INDEMNIFICATION

4.1 The Contractor shall procure and maintain for the duration of the work and services, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees. The Contractor shall purchase and maintain insurance, in amounts equal to the requirements in the form and manner provided for in the Contract Documents. Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

Certificates of commercial general liability, automobile liability, and workers compensation insurance, also pollution liability coverage, if requested by the District, to the satisfaction of the District is required.

4.2 <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than:

(a) <u>Commercial General Liability</u>. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(b) <u>Automobile Liability</u>. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) <u>Workers' Compensation and Employer's Liability Insurance</u>. Workers' Compensation limits as required by the Labor Code of the State of California and Employer's Liability in the amount of, at least, \$1,000,000 per accident, for bodily injury and disease.

4.3 <u>Deductibles and Self-insured Retention</u>. Any deductibles of self-insured retention must be declared to and approved by the District. At the option of the District either; the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees, agents or volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expense.
Yucaipa Valley Water District
Demolition of Structures at 12816 2 nd Street, Yucaipa

4.4 <u>Other Insurance Provisions</u>. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, officials, employees, agents or volunteers as additional insured. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, officials, employees, agents or volunteers and their respective insurers. All or said policies of insurance shall provide that said insurance may not be amended or canceled without prior written notice by registered mail to the District. In the event any of said policies of insurance are canceled, the Contractor shall prior to the cancellation date, submit new evidence of insurance in conformance with Section 4.1 to the Contractor fractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District.

The Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

The insurance required by Agreement shall be satisfactory only if issued by companies to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, the Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the District due to unique circumstance.

4.5 <u>Indemnification</u>. Contractor agrees to indemnify the District, its officers, officials, employees, agents or volunteers against, and will hold and save them and each of them harmless from, any and all actions, suits, claims damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of the Contractor, its agents, employees, or invitees, provided for herein, or arising from the negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the District, its officers, officials, employees, agents or volunteers but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the District, its officers, officials, employees, agents or volunteers, who are directly responsible to the District, and its connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the District, its officers, officials, employees, agents or volunteers for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of the Contractor hereunder; and Contractor, agrees to save and hold the District, its officers, officials, employees, agents or volunteers harmless therefrom:

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(c) In the event the District, its officers, officials, employees, agents or volunteers is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with negligent performance of or failure to perform the work or services of the Contractor hereunder, Contractor agrees to pay to the District, its officers, officials, employees, agents or volunteers, any and all costs and expenses incurred by the District, its officers, officials, employees, agents or volunteers in such action or proceeding, including but not limited to legal costs and attorneys' fees.

5.0 TERM OF AGREEMENT

5.1 <u>Term</u>. This Agreement shall be effective from and after the date it is signed on behalf of the District. The Agreement shall continue in full force and effect until completion of the work and services described hereunder. After final inspection, a Notice of Completion will be duly accepted by the Board of Directors and filed by the Yucaipa Valley Water District.

6.0 MISCELLANEOUS

6.1 <u>Covenant Against Discrimination</u>. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, nation origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, nation origin, or ancestry.

6.2 <u>Non-liability of District Officers and Employees</u>. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this agreement.

6.3 <u>Conflict of Interest</u>. No officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 <u>Notice</u>. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer, Yucaipa Valley Water District, P.O. Box 730, Yucaipa, CA 92399, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 <u>Interpretation</u>. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party

Yucaipa Valley Water District	
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by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 <u>Integration: Amendment</u>. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements and understandings, if any, between the parties, and none shall be sued to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.7 <u>Severability</u>. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit or their bargain or renders this Agreement meaningless.

6.8 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 <u>Attorney's Fees</u>. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

6.10 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

YUCAIPA VALLEY WATER DISTRICT

By:_____

CONTRACTOR

By:

Address:

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SCOPE OF SERVICES

Attach Scope of Services

Yucaipa Valley Water District Demolition of Structures at 12816 2nd Street, Yucaipa

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APPENDIX B

Bid Proposal

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The undersigned bidder hereby proposes to furnish all labor, materials, equipment, tools, methods, and services necessary to perform all work proposed herein and the undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees, including any amounts payable by the District for taxes which may result from this proposal.

Said bidder fully understands the scope of the work and has checked carefully all words and figures inserted in the Bid and he/she further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Bid.

The undersigned is licensed in accordance with the Laws of the State of California:

License:_____ Number:_____ Class:_____

Said bidder further agrees to complete all work required under the contract within the time stipulated in the Contract Completion Schedule set forth below, and to accept in full payment therefore the price as follows:

Demolition of Structures Located at 12816 2nd Street, Yucaipa

Total Bid in Figures: \$_____

Total Bid in Words: _____

The Contract Work shall be complete within 20 working days after date of Notice to Proceed.

_

Dated:____

(Bidder - Print Name / Title)

(Signature)

Contractor	Name:	

Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

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APPENDIX C

Additional Documentation

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Project: Limited Asbestos Survey Report

> 12816 2nd St. Yucaipa, CA 92399

Project Number: 1481

Local Office: Magnolia Environmental, LLC 885 Mango St. Brea, CA 92821 Office: 562-922-3144

Client: Yucaipa Valley Water District

Date Report Issued:

December 26, 2019

Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

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Appendix B	Site Photographs
Appendix C	Site Map/Sketch
Appendix D	Accreditations and Certification



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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

INTRODUCTION

The client referenced above retained Magnolia Environmental to perform an asbestos-containing material (ACM) to investigate the property referenced above prior a demolition of the subject property. The survey included the sampling of suspect asbestos containing materials, and a visual assessment of the interior spaces at the subject property. Cal- OSHA Certified Asbestos Consultant (CAC) No. 17-5929, performed the on-site survey on December 18, 2019

Magnolia Environmental report is for the exclusive use of our client referenced above and applies only to the structures referenced above or portion thereof. No one other than our client or those contracted by our client may utilize, reference, or otherwise rely on this report without prior written consent from Magnolia Environmental.

PURPOSE AND SCOPE

The purpose of this investigation is to perform a hazardous asbestos materials survey in order to aid our client referenced above in investigating the subject property prior to demolition. Magnolia Environmental scope of work included:

- A visual reconnaissance of the impacted area on property to evaluate the possible presence of ACM.
- Collection of bulk samples of suspect ACM and submittal of samples to a NVLAP accredited laboratory for analysis.
- Assessment of the condition of potential ACM.
- Preparation of this report, which presents our data and summarizes the assessed materials.



885 Mango St. Brea, CA 92821 * TEL 562-922-3144 www.MagnoliaEnvironmental.com Property Address: 12816 2nd St. Yucaipa, CA 92399

Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

METHODS

A. ASBESTOS

Suspect asbestos materials are sampled and later identified using the Polarized Light Microscopy (PLM) method in accordance with the EPA Interim method of the Determination of Asbestos in Bulk Samples (EPA/600/ R-93/116, July 1993). Sampling was performed in accordance with 40 CFR 763.86. Homogeneous areas were based on the total functional space. Number of samples per homogeneous area was taken as recommended under said section "Sampling Procedures".

The PLM Method is the most commonly used method to analyze building materials for the presence of asbestos. This method utilizes the optical properties of minerals to identify the selected constituent. The use of this method enables identification of the type and the percentage of asbestos in each sample. The detection limit of the PLM method for asbestos identification is about one (1) percent asbestos. Because the State of California recognizes asbestos-containing building material (ACBM) as any material, which contains greater than or equal to one tenth of one percent (.1) asbestos, materials containing "trace" amounts of asbestos are reported as ACBM in the State of California.

Documentation of the laboratory results should be retained as a reference for general building safety and maintenance, and for any future renovation/ demolition activities.

INSPECTION PROCEDURE (763.85)

<u>Areas Inspected</u>: The inspector performed a preliminary walk-through to designate the functional spaces. She also noted which areas had homogeneous materials.

The inspector then visually inspected each accessible room being impacted prior to demolition. The inspector touched suspect materials to determine if they were friable. For each suspect material, the inspector noted its condition and the potential for disturbance.

Quantities: Suspect asbestos-containing materials identified at the site were quantified. For general functional space measurements were used. Such measurements provide "approximate square or linear footage" (763.93 (d)(2)(ii)). Suspect Asbestos-Containing Materials: were sampled for laboratory analysis or were visually identified as ACM. Magnolia Environmental collected a total of Fifteen (15) bulk samples of suspect ACM. The samples were transferred following proper chain of custody protocol to Ecologics Laboratories, located at 1012 Segovia Circle Placentia, CA 92870, for analysis. Ecologics Laboratories is an accredited laboratory for bulk asbestos analysis under the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (Certification Number 600190-0).



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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

RESULT

A. ASBESTOS

Fifteen (15) bulk samples were taken using polarized light microscopy (PLM). The following table summarizes the results of the sample analysis and of the visual assessment. A complete list of sample results can be found in the laboratory sheets at the end of this report.

TABLE I: ACM RESULTS

MTL #	Material Description	Sample Location	F/NF ¹	Cond. ²	%ACM ³	# Samples	Est. Quantity
01	Wall System	Wall system throughout the living room, kitchen and bedroom 3	NF	G	0%	3	1,200 SF
02	Joint Compound	In-between wall systems throughout the kitchen, bath 2 and bedroom 3	NF	G	0%	3	30 SF
03	Black Flooring	Flooring throughout closet	NF	G	0%	3	14 SF
04	Roofing	Roof of property	NF	G	0%	3	2,000 SF
05	HVAC Duct Wrap	Around HVAC ducts in attic	NF	G	15%	3	145 SF
06	6" Transite Pipe	Pipe running through home	NF	G	Assumed	0	25 SF

¹-F=Friable; NF= Non-Friable

²-Cond = condition of Materials. Either good (G), damaged (D), or significantly damaged (SD)

 3 - <1% = Calif. Code of Regulation, Title 8, Section 1529. "asbestos-containing construction" material means any manufactured construction material which contains more than one-tenth of 1 percent asbestos by weight. This material will be abated as asbestos containing material; however, it may be disposed of as construction debris.

*See the laboratory report and chain custodies for the complete list materials tested and the sampling locations. **Should the demolition/renovation process reveal any additional suspect asbestos-containing materials;

work must stop until the suspect materials are tested for asbestos content.

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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

RECOMMENDATIONS

A. ASBESTOS

The Environmental protection Agency (EPA) and California OSHA (Cal/OSHA) define materials which contain more than one percent asbestos to be asbestos containing materials (ACM). In addition, Cal/OSHA defines any manufactured construction material more than 0.1% asbestos as asbestos- containing construction materials (ACCMs). Cal/OSHA also requires notification and registration of the contractor when disturbing materials with more than one-tenth of one percent asbestos and regulates worker protection whenever materials containing any detectable levels of asbestos are disturbed. According to bulk sampling and visual inspection of impacted areas, <u>asbestos-containing materials were present in the following materials sampled:</u>

- HVAC duct wrapping in the attic
- Assumed ACM 6" Transite Pipe running through home

Abatement by a licensed abatement contractor is required prior to disturbance of asbestoscontaining materials. It is always necessary to comply with the pertinent provisions of EPA, OSHA and AQMD regulations during any removal or repair activities that may disturb the asbestos- containing materials that may have been inaccessible and or untested during the survey. Not all areas of the home were tested, only impacted areas. Caution should be taken when inaccessible and untested areas are disturbed.



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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019

LIMITATIONS

Magnolia Environmental prepared this asbestos survey for the client referenced above. No warranties expressed or implied, are made by Magnolia Environmental or its employees as to the use of any information, apparatus, product or process disclosed in this report. Though reasonable efforts have been made to assure correctness, if a Contractor is employed, he should bring any discrepancies to the immediate attention of Magnolia Environmental.

We have employed state-of-the-art practices to perform this analysis of risk and identification, but this evaluation is severely limited in scope to areas accessible to a visual inspection or through reasonable means of the areas evaluated. No demolition or product review was performed in attempts to reveal material compositions. Our services consist of professional opinions and recommendations made in accordance with generally accepted engineering principles and practices and are designed to provide an analytical tool to assist the client. Magnolia Environmental or those representing Magnolia Environmental bear no responsibility for the actual condition of the structure or safety of a site pertaining to asbestos and/or asbestos contamination regardless of the actions taken by the client.

Magnolia Environmental appreciated having the opportunity to inspect your property. If you have any questions regarding this survey or other environmental hazards, please don't hesitate to contact us at (562) 922-3144 or at Office@Magnoliaenvironmental.com.

Andrea Pulsipher Project Consultant CAC No. 17-5929



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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

APPENDIX A

ASBESTOS LABORATORY ANALYTICAL RESULTS AND CHAIN OF CUSTODY



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Ecologics Laboratories

1012 Segovia Circle, Placentia, CA 92870 Phone (714)632-8118 Fax (714)632-8111 NVLAP Lab Code:600190-0

PLM Bulk Asbestos Report

Client :Magnolia Environmental Address:885 Mango St. Brea, CA 92821 Project #:1481 Project Location : 12816 2nd St Yucaipa

Date Collected: 12/18/2019LAB Job # :19121904Date Received: 12/19/2019Project Name: N/ADate Analysis: 12/21/2019No of Samples: 15Date Reported: 12/21/2019Collected By: A. Pulsipher

Client ID	Layer #	Lab ID	Asbestos Present	Total Est.% of Asbestos
WS-1	19121904.01.A	19121904.01		
Location	: Living Room		No	None Detected
Analyst Description / Color	: Drywall, Firm, Non-Homogenous/White			
Asbestos % Type	: NON			
Other Material Type	: 15% Cellulose,85%Non-Fibrous Material			
WS-2	19121904.02.A	19121904.02		
Location	: Kitchen		No	None Detected
Analyst Description / Color	: Drywall,Firm,Non-Homogenous/White			
Asbestos % Type	: NON			
Other Material Type	: 10% Cellulose,90%Non-Fibrous Material			
WS-3	19121904.03.A	19121904.03		
Location	: Bedroom 3		No	None Detected
Analyst Description / Color	: Drywall,Firm,Non-Homogenous/White			
Asbestus % Type	: NON			
Other Material Type	: 10% Cellulose,90%Non-Fibrous Material			
JC-1	19121904.04.A	19121904.04		
Location	: Kitchen		No	None Detected
Analyst Description / Color	: Joint Compound, Firm, Homogenous/White			
Asbestos % Type	: NON			
Other Material Type	: .90%Non-Fibrous Material.10%CaCo			

thair Jhair Gonzalez – Analyst

66.65 - Approved By

The analyses of the samples in this report were performed and a halved in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A, EPA 500/X 95/116 (Method for Determination of Abbestos in Bui ding Materia 9), and EPA 600/M4 82 (20 (US EPA Interim Method for the Determination of Abbestos in Buik Insulation Samples). That percentage of sample constituents may that greater than 100 due to trace arrounds. The limit of determination for Mathematical ended to a second the to trace arrounds. The limit of determination of Abbestos in Buik Insulation Samples were analyzed using Calibrated Wisual Estimatons (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. In multilayer samples, unless otherwise soedfield, the abbestos concentration is reported for the layer where asbestos is found. These results like within the statistical initis of variability calculated for standard reference samples routinely analyzed in the laboratory. On a per sample basis, the accurey and precision of the results depend or the type of sample and its asbestos content. Ecologics Lab is accredited under the NIST/NLAP program for abbestos in bulk material for abbestos analysis. Ecologics Lab and its personal shall not be liable for any misinformation provided to us by the client regarding these samples or vary misises or integration of himerations suppleid by us. Liabi lity shall extend to providing replicate analyses only. This report must not be used by the client to clam product certification, approval, or endorsement by NNLAP, NIST, or any agency of the Federal Government. Ecologics Lab will retuin samples for a period of threemonths unless otherwise specific L. This report relates only to samples submitted and analyzed. This report may not be reproduced exceept for in full, which the writtem approval of twis laboratory, Analyzed by *P*Cell of S

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Ecologics Laboratories

1012 Segovia Circle, Placentia, CA 92870 Phone (714)632-8118 Fax (714)632-8111 NVLAP Lab Code:600190-0

PLM Bulk Asbestos Report

Client :Magnolia Environmental Address:885 Mango St. Brea, CA 92821 Project #:1481 Project Location:12816 2nd St Yucaipa

Date Collected: 12/18/2019LAB Job # :19121904Date Received: 12/19/2019Project Name: N/ADate Analysis: 12/21/2019No of Samples: 15Date Reported: 12/21/2019Collected By: A. Pulsipher

Client ID	Layer #	Lab ID	Asbestos Present	Total Est.% of Asbestos
JC-2	19121904.05.A	19121904.05		
Location	: Bath 2		No	None Detected
Analyst Description / Color	: Joint Compound, Firm, Homogenous/White			
Asbestos % Type	: NON			
Other Material Type	: ,85%Non-Fibrous Material,15%CaCo			
JC-3	19121904.06.A	19121904.06		
Location	: Bedroom 3		No	None Detected
Analyst Description / Color	: Joint Compound,Firm,Homogenous/White			
Asbestos % Type	: NON			
Other Material Type	: ,85%Non-Fibrous Material,15%CaCo			
F-1	19121904.07.A	19121904.07		
Location	: Closet.		No	None Detected
Analyst Description / Color	: Flooring,Firm,Homogenous/Black			
Asbestos % Type	; NON			
Other Material Type	: 5% Cellulose,70%Non-Fibrous Material,25%Bin	ders		
F-1	19121904.07.B	19121904.07		
Location	: Closet.		No	None Detected
Analyst Description / Color	: Mastic,Firm,Homogenous/Brown			
Asbestos % Type	: NON			
Other Material Type	: .55%Non-Fibrous Material.45%Adbesive			

thair

ante Approved By

Jhair Gonzalez – Analyst

The analyses of the samples in this report were performed and analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A, EPA 600/R 93/116 (Methed for Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos is concentration is reported for the layer where asbestos is found. These results lie within the statistica limits of Variability analyted substos concentration is reported for the layer where asbestos is found. These results lie within the statistica limits of Variability and EPA for asbestos content. Eacleg is tab is accredited under the MIST/WLA2 program for asbestos in built material for asbestos analysis. Ecologics .ab and its personnel shall not be liable for any misice on interpretation of hindration subplied by us. Liability shall extend to be providing regulate analyses oil), This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, N ST, or any agency of the Federal Covernment. Ecologics Lab will retain samples for a period of threemontry unless otherwise specified. This report dea endorsement by NVLAP, N ST, or any agency of the Federal Covernment. Ecologics Lab will retain samples for a period of threemontry unless otherwise specified. This report dea endorsement by NVLAP, N ST, or any agency of the Federal Covernment. Ecologics Lab will retain the approval of this laboratory. Apply of Optical Merscopy Samples submitted and a

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Ecologics Laboratories

1012 Segovia Circle, Placentia, CA 92870 Phone (714)632-8118 Fax (714)632-8111 NVLAP Lab Code:600190-0

PLM Bulk Asbestos Report

Client : Magnolia Environmental Address:885 Mango St. Brea, CA 92821 Project #:1481 Project Location: 12816 2nd St Yucaipa

Date Collected: 12/18/2019 LAB Job # : 19121904 Date Received: 12/19/2019 Project Name: N/A Date Analysis : 12/21/2019 No of Samples: 15 Date Reported: 12/21/2019 Collected By: A. Pulsipher

Client ID	Layer #	Lab ID	Asbestos Present	Total Est.% of Asbestos
F-2	19121904,08.A	19121904.08		
Location	: Closet.		No	None Detected
Analyst Description / Color	: Flooring, Firm, Homogenous/Black			
Asbestos % Type	: NON			
Other Material Type	; 5% Cellulose,60%Non-Fibrous Material,35%Bin	ders		
F-2	19121904.08.B	19121904.08		
Location	: Closet.		No	None Detected
Analyst Description / Color	: Mastic,Firm,Homogenous/Brown			
Asbestos % Type	: NON			
Other Material Type	: ,60%Non-Fibrous Material,40%Adhesive			
F-3	19121904.09.Л	19121904.09		
Location	: Closet.		No	None Detected
Analyst Description / Color	: Flooring,Firm,Homogenous/Black			
Asbestos % Type	; NON			
Other Material Type	: 5% Cellulose,60%Non-Fibrous Material,35%Bin	ders		
F-3	19121904.09.B	19121904.09		
Location	: Closet.		No	None Detected
Analyst Description / Color	: Mastic, Firm, Homogenous/Brown			
Asbestos % Type	: NON			
Other Material Type	: .60%Non-Fibrous Material.40%Adbesive			

thair

ante Approved By

Jhair Gonzalez – Analyst

The analyses of the samples in this report were performed and analyzed in accordance with the procedure outlined in the US Federal Register 40 CFP. 763, Subpart F, Appendix A, EPA 600/R 93/116 (Nethed for Detormination of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination in the Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination in the Abbestos in the Interim of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Ostification in the Interim of Abbestos in Building Materials), and EPA 600/R 48 2020 (US EPA Interim Method for the Detormination Interim Interim Abbestos in South Interim Abbestos in Building Materials), and EPA 600/R 48 200 (US EPA Interim Method For the Interim Abbestos in Building Materials), and EPA 600/R 48 200 (US EPA Interim Method For the Interim Abbestos in Building Materials), and EPA 600/R 48 200 (US EPA Interim Method Interim Abbestos in Building Materials), and EPA 600/R 48 200 (US EPA Interim Abbestos in Building Materials), and EPA 600/R 48 200 (US EPA Interim Abbestos in Building Materials), and EPA 600/R 48 200 (US EPA Interim Abbestos in Building Materials), and EPA 600/R 48 200 (US EPA Interim Abbestos in Building Materials), and EPA 600/R 48 2 The aboves contain teering is defined that the wins (vector) program the aboves in out interpretation of information supports endoged by the support of the regarding these samples or for any misuse or interpretation of information support of the support of the federal Covernment. Cologics lab will retain samples for a period of threemonths unless otherwise specified. This report relates only to samples submitted and analyzed. This report must not be used by the dient to claim product certification, approval, or endorsement by NVLAP, NST, or any agency of the Federal Covernment. Cologics lab will retain samples for a period of threemonths unless otherwise specified. This report relates only to samples submitted and analyzed. This report may not be reproduce exceeped for in full, which ult he written approval of this laborator. Analyst of Oppical M croscopy Samples analyzed by Ecologics Iao, CA, NVIAP ab Code 600190-0.

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Ecologics Laboratories

1012 Segovia Circle, Placentia, CA 92870 Phone (714)632-8118 Fax (714)632-8111 NVLAP Lab Code:600190-0

PLM Bulk Asbestos Report

Client : Magnolia Environmental Address:885 Mango St. Brea, CA 92821 Project #:1481 Project Location: 12816 2nd St Yucaipa

Date Collected: 12/18/2019 LAB Job # : 19121904 Date Received: 12/19/2019 Project Name: N/A Date Analysis : 12/21/2019 No of Samples: 15 Date Reported: 12/21/2019 Collected By: A. Pulsipher

Client ID	Layer #	Lab ID	Asbestos Present	Total Est.% of Asbestos
R-1	19121904,10.A	19121904.10		
Location	: Roof		No	None Detected
Analyst Description / Color	: Roof Material, Fibrous, Granular, Non-Homogeneu	s/Black		
Asbestos % Type	: NON			
Other Material Type	; 30% Fiberglass,60%Non-Fibrous Material,10%A	sphaltic Matrix		
R-2	19121904.11.A	19121904.11		
Location	: Roof		No	None Detected
Analyst Description / Color	: Roof Material, Fibrous, Granular, Non-Homogeneu	s/Black		
Asbestos % Type	; NON			
Other Material Type	: 35% Fiberglass, 55% Non-Fibrous Material, 10% A	sphaltic Matrix		
R-3	19121904.12.A	19121904.12		
Location	: Roof		No	None Detected
Analyst Description / Color	: Roof Material, Fibrous, Granular, Non-Homogenou	s/Black		
Asbestos % Type	; NON			
Other Material Type	: 35% Fiberglass, 55%Non-Fibrous Material, 10%A	sphaltie Matrix		
DI-1	19121904.13.A	19121904.13		
Location	: Attic		Ycs	15% Chrysotile
Analyst Description / Color	: HVAC Duct, Fibrous, Non-Homogenous/Gray, Silv	/er		
Asbestos % Type	: Chrysotile			
Other Material Type	: 20% Cellulose 65%Non-Fibrous Material			

thair Jhair Gonzalez – Analyst

ante - Approved By

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Ecologics Laboratories

1012 Segovia Circle, Placentia, CA 92870 Phone (714)632-8118 Fax (714)632-8111 NVLAP Lab Code:600190-0

PLM Bulk Asbestos Report

Client :Magnolia Environmental Address:885 Mango St. Brea, CA 92821 Project #:1481 Project Location:12816 2nd St Yucaipa

Date Collected: 12/18/2019LAB Job # : 19121904Date Received: 12/19/2019Project Name: N/ADate Analysis: 12/21/2019No of Samples: 15Date Reported: 12/21/2019Collected By: A. Pulsipher

Client ID	Layer #	Lab ID	Asbestos Present	Total Est.% of Asbestos
DI-2	19121904,14.A	19121904.14		
Location	: Attie		Yes	15% Chrysotile
Analyst Description / Color	: HVAC Duct, Fibrous, Non-Homogenous/Gray, Silv	ver		
Asbestos % Type	: Chrysotile			
Other Material Type	: 25% Cellulose,60%Non-Fibrous Material			
D1-3	19121904.15.A	19121904.15		
Location	: Attic		Yes	15% Chrysotile
Analyst Description / Color	: IIVAC Duct, Fibrous, Non-Homogenous/Gray, Silv	ver		
Asbestos % Type	: Chrysotile			
Other Material Type	: 20% Cellulose,65%Non-Fibrous Material			

hair

ente ndo Ducoing - Approved By

Jhair Gonzalez – Analyst

The analyses of the samples in this report were performed and analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A, EPA 600/R 93/116 (Methed for Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos in Building Materials), and EPA 600/R 92/116 (Methed for the Determination of Aebestos is concentration is reported for the layer where asbestos is found. These results lie within the statistical limits of Variability eables to standard reference samples rout nedy analyzed in the layer where asbestos is found. These results lie within the statistical limits of Variability eables to random and the standard reference samples rout nedy analyzed in the layer where asbestos is found. These results lie within the statistical limits of Variability eables to random theorem samples rout nedy analyzed in the layer where asbestos is found. These results lie collogics ab and its personnel shall not be liable tor any m sinormation provided to us by the dilent regarding these samples or for any misuse or interpretation or hiormation subplied by us. Liability shall extend to provide the used by the client to claim product certification, approval, or endorsement by NVLAP, N ST, or any agency of the Federal Covernment. Ecologics lab will retain samples for a period of threemontry unless otherwise specified. This report deal endorsement by NVLAP, N ST, or any agency of the Federal Covernment. Cologics lab will retain samples for a period of threemontry unless otherwise specified. This report

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CONT.	ACT INFORMATI	Ph. (714) 632 810	00 Fx. (71	4) 632 8	8111	Magiroi	a Environmental
Company: Magnolia	a Environmental,LL(Project #	149	PROJECT IN	FORMATION*	A CONTRACTOR
Address: 885 Mang	o St. Brea,CA		Project n	ame:	1		
Phone: 562-922-314	14 Isia base		Project la	ocation:	12816 2	nd St. Yu	Gina
Contact: Andrea Pu	Isipner	60m		_			Cut ind
Linal results to: we	Biablesuits@ginali.	com	Date sam	pled:	1. Pulsipher	12/18/19	
	ASBESTOS		Sampled	by:	J.		
PLM Bulk Analys	sis (EPA 600/R-93/1	16)	Eungi	: Non Vi	iable Mold (CT)	BIOLUCY	
PLM 1,000 Poin	t Count (<0.1%)		E Fungi	: Non Vi	iable Mold (TI	B. Sw)	
PLM 400 Point C	Count (<0.25%)		E Fungi	: Cuanti	tative Spore Co	ount Direct Exam	(TL. B. Sw)
Gravimetric Poin	nt Pount (<0.1%)		Bacte	ria: Tota	al Coliform, E. o	coli (P/A)	. (. 2, 3, 500)
	iber Count (NIOSH)	7400)	Bacte	ria: Tota	al Coliform, E. o	coli, Enterococcu	is (P/A)
Other:	ber count with TW	A	Carbo	n Black	& Material Sci	ence Analysis	
furnaround time (T/	AT) *: 3-4 Hrs	6-8 Hrs -24	Hrs Ma	Hre 1	72 Цин С	N46	
Additional informati	on/ Special instruct	ions:	A 4	51115 [otner:	
Stop at 1st posit	ive on samples grea	at 1%, EXCEPT for:					
Composite 1 wa	Il system sample if i	found to be great	than or eq	ual 1%.			
_ Otner:							
AMPLE ID LO	CATION *	DESCRIPTION	¥*	ASB	ESTOS	MICROBIOL	OGY/PCM
			C	OND	IF Y/N ST	AR STOP STA	A STOP TOTAL
WG-1 LIV	ng Room	Wall Syst	tem	6 1	2.00		1200
1-2 Kit	5	1		1			1,000
V-2 P	cherr	1		++-			
V > Ded	room 3	V			V		V
V-1 1 4.1	nen	Joint (m	on nd	2			2
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L 7 B	nL			11)
1-2 Bat					/		
1-2 Bat	room 3	V	1	114			
1-2 Bat V-3 Bed	room 3	R. L. F.					
1-2 Bat V-3 Bed F-1 (130	room 3 bet	Black Floor	ing	11	4		14
V-3 Bed F-1 (150 1-2	roon 3 bet	Black Floor	ing	11	4		14
V-3 Bed -2 -2 -3	room 3 bet	Black Floor	ing	11			14

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*			STODY		
	DGICS	1012 Segovia Circle, Pla	centia, CA 92870	For Labora	tory use onl
Lange.	RATORIES	Ph. (714) 632 8100 Fx	. (714) 632 8111	Lab ID:	
Company:	Magnolia En	Vilonmentel P	Project #: 148	4	
SAMPLE ID	LOCATION *	DESCRIPTION *			GY/PCM
R-1	Roof	Roof	6 2,000		2,0
R-2)			
R-3	V	V			V
DT-7	Attic	HVAC DUCTS	145		14
DI-3	V				
					+ $+$ $+$
					+
					+

* Necessary information for processing.

ST: Spore Tráp, TL: Tape Lift, B: Bulk, Sw: Swab, P/A: Presence/ Absence, QTY: Quantity, SF: Square Foot, LF: Length Foot, COND: Conditions: G = Good; D = Damage; SD = Significantly Damage.

Page 2 of 2

> Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

APPENDIX B

SITE PHOTOGRAPHS



885 Mango St. Brea, CA 92821 * TEL 562-922-3144 www.MagnoliaEnvironmental.com

Yucaipa Valley Water District - February 25, 2020 - Page 58 of 102

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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481



Picture 3: Wall system sampled was found to not contain asbestos

885 Mango St. Brea, CA 92821 * TEL 562-922-3144 www.MagnoliaEnvironmental.com

Picture 2: Assumed ACM 6" Transite Pipe running through home



Picture 4: Black flooring sampled in closet was found to not contain abestos









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> Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

APPENDIX C

SITE MAPS/SKETCH

8

885 Mango St. Brea, CA 92821 * TEL 562-922-3144 www.MagnoliaEnvironmental.com Page 39 of 42

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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

Sketch not to scale.

Sample ID indicates location of sampling.

2nd Floor



1st Floor

Bedroom 1 Closet F-1 F-2 F-3 WS-1 Living Room Kitchen R-2	Bedroom 2	Bath 1	Dining	E	Bath 2 JC-2	
	Bedroom 1	Closst F-1 F-2 F-3 WS-1 Living Roo	om	Kitchen	WS-2 JC-1	R-2



885 Mango St. Brea, CA 92821 * TEL 562-922-3144 www.MagnoliaEnvironmental.com Page 40 of 42

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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481

APPENDIX D

ACCREDITATION AND CERTIFICATION

8

885 Mango St. Brea, CA 92821 * TEL 562-922-3144 www.MagnoliaEnvironmental.com Page 41 of 42

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Property Address: 12816 2nd St. Yucaipa, CA 92399 Date of Survey: December 18, 2019 Project Number: 1481





885 Mango St. Brea, CA 92821 * TEL 562-922-3144 www.MagnoliaEnvironmental.com





Date: February 25, 2020

From: John Wrobel, Public Works Manager

Subject: Review of Sorenson Engineering's Soil Vapor and Groundwater Treatment Class I Significant Industrial User Discharge Permit No. SP-001-05

Publicly owned treatment works (POTWs) collect waste from homes, commercial buildings, and industrial facilities and transport the water carrying waste via a series of pipes, known as a sewer collection system to a sewer treatment plant. Here, the POTW is responsible for separating the waste from the water.

Generally, POTWs are designed to treat waste in water from typical domestic uses. However, POTWs also receive waste from industrial (non-domestic) users. Industrial wastewater often includes by-product chemicals from production and manufacturing processes that can contain chemicals such as copper, lead, nickel, and other heavy metals. Because certain wastes can interfere with the biological or filtration treatment processes, these wastes must be removed before they are discharged into a sewer collection system.

The removal process is known as "pretreatment" and is enforced by the General Pretreatment Regulations at 40 CFR 403.1 et seg. which establish the responsibilities of government agencies and industries to implement practices to control industrial wastes that may pass through or interfere with POTWs or contaminate sewage sludge.

In 1978, U.S. EPA promulgated extensive regulations requiring many POTWs to develop and implement local pretreatment programs. U.S. EPA delegated the responsibility to oversee these pretreatment programs to the State Water Board and Regional Water Boards in 1989. As a result, the State and Regional Water Quality Control Boards are responsible for the review and approval of POTW pretreatment programs. The discharge permits for POTWs spell out the pretreatment program monitoring and reporting requirements.

The Regional Water Board's pretreatment program includes pretreatment compliance audits, inspections, annual and semiannual report reviews, program modifications, and enforcement activities. Pretreatment compliance inspections verify the compliance status of POTWs, focusing on the POTW's own compliance monitoring and enforcement activities. Pretreatment compliance audits involve a comprehensive review of all elements of a POTW's pretreatment program. Audits take place every five years. Inspections usually occur every year, except when an audit is scheduled.

Sorenson Engineering has been directed by the Regional Water Quality Control Board to implement a groundwater remediation program at their facility. On February 7, 2020, Sorenson Engineering submitted a permit application to discharge this treated water to the sewer system. Staff has reviewed the plans and documentation on the proposed project and approves of this additional discharge.

The enclosed permit outlines the pollutant limitations for the industrial wastewater to be discharged from Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System at 32032 Dunlap Boulevard, Yucaipa CA, into the Yucaipa Valley Water District's wastewater collection system.



CLASS I SIGNIFICANT INDUSTRIAL USER DISCHARGE PERMIT

Date: March 18 2020

Name: Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System 32032 Dunlap Blvd. Yucaipa, CA 92399

Attention: Mr. David Sorenson, CEO

- Reference: Class I Significant Industrial User Discharge Permit Issued to Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System
- Permit No: SP-001-05
- NAICS No: 562910
- Issued By: Yucaipa Valley Water District 12770 Second Street Yucaipa, California 92399

Dear Mr. Sorenson:

The enclosed permit outlines the pollutant limitations for the industrial wastewater to be discharged from Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System at 32032 Dunlap Blvd. Yucaipa CA, into the Yucaipa Valley Water District's ("District") wastewater collection system. All discharges of wastewater generated at this facility, actions, and reports thereto, shall be in accordance with the terms and conditions of this permit and the **District's Sewer Use Ordinance**. The annual permit fee is \$500 per year plus sampling costs.

If you wish to appeal or challenge any of the discharge limitations, pretreatment requirements, or conditions imposed in this permit, a petition must be filed for modification or reissuance of this permit within ten (10) working days of issuance.

It is hereby certified that this permit was prepared based on information provided by a combination of one or more of the following sources: the user's permit application, facts obtained during a field inspection of the user's wastewater generating activities, and/or additional information obtained from the user.

John Wrobel, Public Works Manager



Class I Significant Industrial User Discharge Permit Number SP-001-05

IU Name and Address: Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System 32032 Dunlap Blvd. Yucaipa, CA 92399 **Responsible Party:** David Sorenson, CEO Contact: Paul Sewell, CFO (909) 795-2434 Ex. 204 Jeromy Roush Plant and Facilities Director (909) 795-2434 Ex 297 Mailing Address: Sorenson Engineering, Inc. 32032 Dunlap Blvd. Yucaipa, CA 92399

In accordance with the provisions of the District's **Sewer Use Ordinance**, the above listed company ("permittee") is hereby authorized to discharge industrial wastewater from 32032 Dunlap Blvd. Yucaipa, CA 92399 to the District's sewer system, in accordance with the discharge limitations, monitoring requirements, and other conditions set forth in this permit. Compliance with this permit does not relieve the permittee of its obligation to comply with all pretreatment regulations, standards or requirements under local, State and Federal laws, including any such laws, regulations, standards, or requirements that may become effective during the term of this permit.

Noncompliance with the terms and conditions of this permit shall constitute a violation of the requirements of the District's **Sewer Use Ordinance**, and shall subject the permittee to applicable enforcement actions.

This permit shall become effective on:	March 27, 2020
This permit shall expire at midnight on:	March 26, 2022

The permittee shall not discharge any industrial wastewater after the date of expiration. If the permittee wishes to continue discharging wastewater to the District's sewer system after the expiration date, an application must be filed for reissuance of this permit in accordance with the requirements of the District's **Sewer Use Ordinance**. This application is due a minimum of 90-days prior to the expiration of this permit.

Issued By:

Accepted By:

John Wrobel, Public Works Manager Yucaipa Valley Water District 12770 Second Street Yucaipa, California 92399 David Sorenson, CEO Sorenson Engineering, Inc. 32032 Dunlap Blvd. Yucaipa California 92399



PART 1 - DISCHARGE REQUIREMENTS

- A. <u>Discharge Location</u>: During the period of March 27, 2020 to midnight of March 26, 2022 the permittee is authorized to discharge the industrial wastewater specified in Part 1-C, through the sample location(s), and outfall(s) listed below to the District's sewer system.
 - 1. Discharge Location 001 A dedicated sampling structure will be located on the northeast side of the Treatment Compound. Industrial process wastewater is the only discharge flowing out through this outfall and sampling point and is subject to the District's local discharge limits. See Part 2 pg. 5 for a drawing that displays the sample location.
- B. Permit Duration and Designated Discharge Limits: During the period of March 27, 2020 to midnight of March 26, 2022, the industrial wastewater discharged from Sample Location 001, shall not exceed the local discharge limits specified in the Discharge Limitation Table on page 3.
- **C.** Permit Classification: The Temporary Soil Vapor and Groundwater Treatment System is classified as a Class I Significant Industrial User (SIU). This decision is based on the wastewater being treated and being discharged to the District's sewer system with an average of 10,000 gallons per day. The wastewater being discharged to the District's sewer system is from the soil vapor and groundwater treatment system.
- **D.** Total Toxic Organic (TTO) Monitoring: Total Toxic Organic Monitoring is required based on the contaminants of concern, such as tetrachloroethene (PCE), trichloroethene (TCE), *cis*-1,2-dichloroethene (csi-1,2-DCE), and 1,1-dichloroethene (1,1-DCE) are primary contaminants of concern.
- E. Notification of Process Changes: Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System is required to notify the District, in writing, at least 30 days in advance, of any new connections or changes to existing discharges or other modifications which will alter the amount of or pollutant strength of any wastewater, which is discharged to the District's sewer system.
- F. Discharge Limitations: The Discharge Limitation Table on Page 3 contains limits for the local limitations. Certain constituents may also contain daily and monthly average limitations. The most stringent (lowest concentration) value between the federal limit and local limit shall apply to the discharge. Additionally, if more than one (1) sample is collected during a calendar month, each sample must comply with the daily maximum and the arithmetic mean of all collected samples will be compared against the monthly average. Please note that if only one sample is collected in a calendar month, the single sample also represents the "monthly average" and will be evaluated against that limitation as well.



DISCHARGE LIMITATION TABLE

LOCAL LIMITATIONS SAMPLE POINT (001)					
Pollutant	Daily Maximum (mg/L)	Daily Maximum Lbs.			
Arsenic (As)	2.0	N/A			
Bis (2-Ethylhexyl) Phthalate	0.4	N/A			
Biochemical Oxygen Demand –5 Day (BOD)	3,500	N/A			
Boron (B)	8.4	N/A			
Cadmium (Cd)	0.3	N/A			
Chromium (Cr) Total	10.5	N/A			
Chromium VI	0.8	N/A			
Copper (Cu)	2.7	N/A			
Cyanide (CN)	0.3	N/A			
Lead (Pb)	2.0	N/A			
Mercury (Hg)	0.01	N/A			
Molybdenum (Mo)	0.7	N/A			
Nickel (Ni)	6.1	N/A			
Oil/Grease (Total)	500	N/A			
Oil/Grease (Total Petroleum Hydrocarbons - TPH)	100	N/A			
pH ¹	5.0-11.0 pH units	N/A			
Selenium (Se)	0.1	N/A			
Silver (Ag)	0.1	N/A			
Sulfides Dissolved	0.1	N/A			
Sulfide Total	5.0	N/A			
Total Dissolved Solids (TDS)	1,523	N/A			
Total Inorganic Nitrogen (TIN)	83	N/A			
Total Suspended Solids (TSS)	3,500	N/A.			
Zinc	6.0	N/A			
1, 4 Dioxane	1.0	N/A			
Polychlorinated Hydrocarbons (PCBs)	0.01	N/A			
Pesticides	0.01	N/A			

1: pH equals the negative log of the hydrogen ion concentration (-log $[H^*]$).



PART 2 - MONITORING REQUIREMENTS

A. <u>General Monitoring Requirements</u>: From the period beginning on the effective date of the permit until midnight on March 26, 2022, the permittee shall monitor the wastewater to be discharged to the District's sewer system at the indicated frequency, for the following pollutants, at Sample Location 001. All required Quarterly Monitoring shall be completed during the FIRST MONTH OF EACH QUARTER of the Year (January, April, July and October), to ensure the reporting requirements are met.

MONITORED	FREQUENCY	SAMPLE TYPE	
Flow (15,000 gpd Max)	Continuous	Flow Meter	
Ammonia Nitrogen (NH ₃ -N)	Quarterly	Composite	
Arsenic	Quarterly	Composite	
Bis (2-Ethylhexyl) Phthalate	N/A	N/A	
Biochemical Oxygen Demand (BOD)	Quarterly	Composite	
Boron	N/A	N/A	
Cadmium (Cd)	Quarterly	Composite	
Chromium (Total)	Quarterly	Composite	
Copper (Cu)	Quarterly	Composite	
Cyanide (CN)	Quarterly	Grab	
Lead (Pb)	Quarterly	Composite	
Mercury (Hg)	Quarterly	Composite	
Molybdenum	N/A	N/A	
Nickel (Ni)	Quarterly	Composite	
Oil & Grease (Total)	N/A	N/A	
Oil & Grease (Total Petroleum Hydrocarbons)	Quarterly	Grab	
pН	Continuous	Meter	
Selenium (Se)	Quarterly	Composite	
Silver (Ag)	Quarterly	Composite	
Sulfides (Dissolved)	Quarterly	Grab	
Total Dissolved Solids (TDS)	Quarterly	Composite	
Total Suspended Solids (TSS)	Quarterly	Composite	
Total Toxic Organics (TTO)	Quarterly	Composite & Grab	
Zinc	Quarterly	Composite	

See Part 2-C, Sample Location (Page 5)

- B. Additional Monitoring Requirements: All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR, Part 136, and amendments thereto unless specified otherwise in the monitoring conditions of this permit. Self monitoring results shall be submitted to YVWD prior to the last day of the Second Month of the First, Second, Third and Fourth Quarters of the Year (February, May, August and November). A Self Monitoring Report Form shall accompany each submitted of sample Results. See Part 3 Reporting for more details on the Self-Monitoring Report (SMR) form.
- C. <u>Monitoring Location</u>: Self-Monitoring of industrial wastewater shall be conducted at the Sample Location 001 (shown below). Compliance with all Local limits in this permit will be determined at Sample Location 001 only.



SORENSON ENGINEERING'S TEMPORARY SOIL VAPOR and GROUNDWATER TREATMENT SYSTEM

SAMPLE POINT LOCATION

Waiting for picture

PART 3 - REPORTING REQUIREMENTS

- A. <u>Permittee's Self-Monitoring Reports</u>: All required monitoring results shall be summarized and reported on the District's Dischargers Self Monitoring Report Form provided by the District. This report form shall indicate the compliance status and concentration and/or mass value of all pollutants in the wastewater for which sampling and analysis were performed. The Monitoring Report Form includes the following:
 - 1. Certified Laboratory Report
 - 2. Chain of Custody Form
 - 3. Signed Certified Statement Form

All applications, reports, or information submitted to the District must include a Signed Certified Statement.

All required **Quarterly**, monitoring reports shall be submitted to the District no later than the last day of the **Second Month of each Quarter of the Calendar Year (February, May, August and November)**. Failure to submit the required Reporting Forms shall result in the permitted being in violation of their Discharge Permit. Any incomplete monitoring result shall be returned to the permitted for completion. If the monitoring results are not submitted within 45 days of the due date, the permitted shall be considered in Significant Noncompliance (SNC) and a Notice of Violation (NOV) will be issued.

- B. <u>Automatic Re-sampling</u>: If the results of the permitted wastewater analysis indicate that a violation of this permit has occurred, the permitted must:
 - 1. Inform the District of the violation by telephone within 24 hours of receiving the results of the analysis indicating a violation has occurred.
 - **2.** Repeat the sampling and constituent analysis and submit, in writing, the results of this repeat analysis within 30 days of the first violation.
- C. <u>Accidental Discharge Report</u>: The permittee shall notify the District immediately upon the occurrence of any accidental discharge of substances prohibited by the Districts Sewer Use Ordinance or any upsets, bypass, slug loads or spills that occur at the facility identified in this permit and may enter the public sewer. During normal business hours the District's Wochholz Regional Water Recycling Facility should be notified by telephone at (909) 795-2491. The notification shall include the location of the discharge, date and time of the discharge, and the type of waste, including concentration, volume and corrective actions taken. The permittee's notification of accidental discharges in accordance with this section does not relieve the permittee of other reporting requirements that arise under local, State, or Federal laws.



Within five days following an accidental discharge, the permitted shall submit to the District, a detailed written report. The report shall specify:

- 1. Description and cause of the accidental discharge and the impact of the incident on the permitted compliance status. The description should also include location of discharge, type, concentration and volume of waste.
- 2. Duration of noncompliance, including exact dates and times of noncompliance and the time when compliance is expected to be achieved.
- 3. All steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such conditions of slug load, accidental discharge or other noncompliance events.
- D. <u>Material Safety Data Sheets</u>: The permittee shall maintain copies of Material Safety Data Sheets (MSDS) for all chemicals used in association with the manufacturing process. If hazardous materials are used in the manufacturing process, secure storage with secondary containment must be provided for those materials. If the permittee generates substances listed as toxic the permittee must follow Federal regulatory guidelines for the disposal of those substances. Secure storage with secondary containment must be provided with no possible access to the sewer. Storage of the wastes shall not exceed 90 days and transportation of the wastes shall be by a licensed carrier to a licensed disposal facility. Copies of all shipping manifests and disposal receipts for hazardous materials shipped offsite shall be available for the District to review.
- E. <u>Slug Discharge Control Plan (SDCP)</u>: Each permitted Industrial user who stores significant quantities of liquids in the vicinity of floor drains or other openings to the District's sewer system such that spillage of stored liquids could result in Slug Loading or in any provisions of the District's Sewer Use Ordinance may be required to submit a Slug Discharge Control Plan with the District. All Significant Industrial Users shall be evaluated for the need to develop a Slug Discharge Control Plan in accordance with 40 CFR 403.8(f)(2)(vi). The Plan shall contain at a minimum, the following elements:
 - 1. Description of discharge practices, including non-routine batch discharges;
 - 2. Description of stored chemical;
 - Procedures for immediately notifying the District of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any of the standards set forth in the District's Sewer Use Ordinance and any local, state or federal regulations; and
 - 4. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic chemicals (including solvents), and/or measures and equipment for emergency response.

The Slug Discharge Control Plan shall be updated whenever changes occur in any of the addressed areas; chemicals are added or replaced; processes or plumbing are rerouted or changed; pretreatment facilities are modified or replaced; operations and/or maintenance procedures are modified; or personnel listed in the plan are replaced, changed, or removed.


During routine inspections, the Slug Discharge Control Plan shall be reviewed by the Permittee at least annually and either;

- 1. Updated and resubmitted, or
- **2.** A written certification submitted stating that no change in the Slug Discharge Control Plan has occurred.
- F. Report Submittal: All reports required by this permit shall be submitted to: Yucaipa Valley Water District, P.O. Box 730, Yucaipa, CA 92399-0730, Attention: Environmental Control Department.

PART 4- SPECIAL CONDITIONS

A. <u>Reopener Clause</u>:

- 1. This permit may be reopened and modified to incorporate any new or revised requirement contained in a national categorical pretreatment standard promulgated for the industrial category covered by this permit.
- 2. This permit may be reopened and modified to incorporate any new or revised requirements resulting from the District reevaluation of its local limits.
- **3.** This permit may be reopened and modified to incorporate any new or revised requirements developed by the District as are necessary to ensure POTW compliance with applicable biomass management requirements promulgated by Federal Regulations in 40 CFR Part 503.

ART 5 - STANDARD CONDITIONS

A. General Conditions and Definitions

- 1. <u>Severability</u>: The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.
- 2. <u>Duty to comply</u>: The permittee must comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action or enforcement proceedings, including civil or criminal penalties, injunctive relief, and summary abatements.
- 3. <u>Duty to Mitigate</u>: The permittee shall take all reasonable steps to minimize or correct any adverse impact to the public treatment plant or the environment resulting from noncompliance with this permit.
- 4. <u>Permit Modification</u>: This permit may be modified for good cause including, but not limited to the following:
 - a. To incorporate any new or revised Federal, State or local pretreatment standards or requirements.
 - **b.** Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit.



- c. A change in any condition in either the permitted or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- **d.** Information indicating that the permittee's discharge poses a threat to the District's collection and treatment systems, POTW personnel or the receiving waters.
- e. To correct typographical or other errors in the permit.
- f. Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws or rules and regulations.

The filing of a request by the permitted for a permit modification, revocation, and reissuance or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

- 5. <u>Permit Termination</u> This permit may be terminated for the following reasons:
 - a. Falsifying self-monitoring reports.
 - b. Tampering with monitoring equipment.
 - c. Refusing to allow timely access to the facility premises and records.
 - d. Failure to meet discharge limitations.
 - e. Violation of any terms or conditions of this permit.
 - f. Failure to pay fines or permit fees.
 - g. Failure to pay sewer charges.
- 6. <u>Permit Appeals</u>: The permittee may petition to appeal the terms of this permit within ten (10) days of issue date.

The petition must be in writing, sent certified mail, return receipt requested. Failure to submit a petition for review shall be deemed to be a waiver of that appeal. If an appeal is submitted, the permitted must indicate in the appeal, the permit provisions objected to, the reasons for the objection(s), and the alternative condition(s), if any, the permitted seeks to be placed in the permit.

If the Board of Directors of the District consents to consider an appeal by the permittee, the effectiveness of this permit shall not be stayed during the appeal process. If after considering the petition and any arguments put forth by the General Manager, the Board determines that reconsideration of this permit is proper; the Board shall remand the permit back to the General Manager for reissuance. Those permit provisions being reconsidered by the General Manager at the direction of the Board shall be stayed pending reissuance of the permit.

A decision by the District Board of Directors that refuses to reconsider an issued permit shall be considered final administrative action for purposes of judicial review. The permittee seeking judicial review of a final action by the Board must do so by filing a complaint in the Superior Court of the Counties of Riverside or San Bernardino within thirty (30) days.

 Property Rights: The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or



regulations.

- 8. <u>Permit Transfers</u>: Permits may not be reassigned or transferred to a new owner or operator. Upon transfer of ownership, written notice to the District must be provided, and a new permit application submitted by the new owner to the District at least 60 days prior to transfer of ownership.
- <u>Continuation of Expired Permits</u>: An expired permit will continue to be effective and enforceable until a new permit is issued if:

a. The permittee has submitted a complete permit application at least ninety (90) days prior to the expiration date of the existing permit.

b. The failure to reissue the permit, prior to the expiration of the previous permit, is not due to any act or failure to act on the part of the permitted.

- 10. <u>Dilution</u>: The permittee shall not increase the use of potable or process water or, in any way attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.
- 11. Definitions:
 - a. <u>Daily Maximum</u> The maximum allowable discharge of a constituent during a calendar day where daily limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the constituent concentration derived from all measurements taken during that day.
 - b. <u>Composite Sample</u> A sample that is collected over time formed by either continuous sampling or by mixing discreet samples. The samples can either be a time composite or a flow proportional composite sample.
 - c. <u>Grab Sample</u> An individual sample collected in less than 15 minutes, without regard for flow or time.
 - d. <u>Instantaneous Maximum Concentration</u> The maximum concentration allowed in any single grab sample.
 - e. <u>Cooling Water</u> (1) Uncontaminated: Water used for cooling purposes only which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water. (2) Contaminated: Water used for cooling purposes only which may become contaminated either through the addition of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or wastewater.
 - f. <u>Monthly Average</u> The arithmetic mean of the values for effluent samples collected during a calendar month or specified 30-day period (as opposed to a rolling 30 day Window).
 - g. <u>Weekly Average</u> The arithmetic mean of the values for effluent samples collected over a period of seven consecutive days.
 - h. <u>Bi-Weekly</u> Once every other week
 - i. <u>Bi-Monthly</u> Once every other month



- j. <u>Bi-annually</u> Once every other year
- k. <u>Semi-annually</u> Once every six months
- I. <u>Bypass</u> Means the intentional diversion of waste streams from any portion of a treatment facility:
- **m.** <u>Upset</u> Means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment standards because of factors beyond the reasonable control of the Industrial User.
- 12. <u>General Prohibitive Standards</u>: The permittee shall comply with all the general prohibitive discharge standards in Federal regulations namely the permittee shall not discharge wastewater to the sewer system:
 - a. Having a temperature higher than 104 degrees F. (40 degrees C.);
 - b. Containing more than 100 PPM by weight of fats, oils, and grease;
 - c. Containing any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids, or gases; and in no case substances with a closed cup flashpoint of less than one hundred forty degrees F. (60 degrees C.);
 - **d.** Containing any garbage that has not been ground by household type or other suitable garbage grinders;
 - e. Containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, feathers, tar, plastics, wood, paunch manure, or any other solids or viscous substances capable of causing obstructions or other interference with proper operation of the sewer system;
 - f. Having a pH lower than 5.0 or higher than 12.5, or having any other corrosive property capable of causing damage or hazards to structures, equipment or personnel of the sewer system;
 - g. Containing toxic or poisonous substances in sufficient quantity to injure or to interfere with any wastewater treatment process, to constitute hazards to humans or animals, or to create any hazard in receiving waters for the effluent from the sewer system treatment plant. Toxic wastes shall include, but are not limited to wastes containing cyanide, chromium, cadmium, mercury, copper, and nickel ions;
 - h. Containing noxious or malodorous gases or substances capable of creating a public nuisance; including pollutants which result in the presence of toxic gases, vapors, or fumes;
 - i. Containing solids of such character and quantity that special and unusual attention is required for their handling;
 - j. Containing any substance which may affect the treatment plant's effluent and cause violation of NPDES Permit No.CA0105619 requirements;
 - k. Containing any substance which would cause the treatment plant to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under section 405 of the Clean Water Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substance Control Act or other regulations or criteria for sludge management and disposal as required by the State.
 - I. Containing color which is not removed in the treatment process;
 - m. Containing any medical or infectious wastes;
 - n. Containing any radioactive wastes or isotopes; or
 - **o.** Containing any pollutant including BOD pollutants released at a flow rate and/or concentration that would cause interference with the treatment plant operation.



B. Operation and Maintenance of Pollution Controls

- 1. <u>Proper Operation and Maintenance</u>: The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate QA procedures.
- 2. <u>Duty to halt or Reduce Activity</u>: Upon reduction of efficiency of operation, or loss or failure of all or part of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with this permit, control its production or discharges (or both) until operation of the treatment facility is restored or an alternative method of treatment is provided. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity, in order to maintain compliance with the conditions of this permit.
- 3. <u>Removed Substances</u>: Solids, sludge's, filter backwash, or other substances removed in the course of treatment or control of wastewaters shall not be disposed of in the sewer. They shall be disposed of in accordance with Section 405 of the Clean Water Act, Subtitles C and D of the Resource Conservation and Recovery Act.

C. Monitoring and Records

- <u>Representative Sampling</u>: Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified before the effluent joins or is diluted by any other waste stream, body of water or substance. All equipment used for sampling and analysis must be routinely calibrated, inspected and maintained to ensure the accuracy of that equipment. Monitoring points shall not be changed without notification to and the approval of the District.
- 2. <u>Flow Measurements</u>: Flow measurement is required by this permit. The appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of volume of monitored discharges. The devices shall be installed, calibrated and maintained to insure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10 per cent from true discharge rates throughout the range of expected discharge volumes.
- <u>Analytical Methods</u>: All sampling and analysis required by this permit shall be performed in accordance with 40CFR Part 136 and amendments thereto, unless otherwise approved by EPA, or as specified in this permit.
- 4. <u>Additional Monitoring</u>: If the permittee monitors any constituent more frequently than required by this permit, using test procedures identified above in section C 3, the results of this monitoring shall be included in the permitted self monitoring reports.
- 5. <u>Inspection and Entry</u>: The permittee shall allow the District, or an authorized representative, upon request, reasonable access to:
 - a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit.



- **b.** Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit.
- c. Inspect, at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required by this permit.
- d. Sample or monitor, for the purpose of assuring permit compliance, any substances or parameters at any location.

6. <u>Retention of Records</u>:

- a. The permittee shall retain records of all monitoring information, including copies of all reports required by this permit. Records of all data including strip chart recordings and all information used to complete the application for this permit, for a period of at least three years from the date of the sample, measurement, report or application. This period may be extended by request of the District at anytime.
- **b.** All records that pertain to matters that are the subject of special orders or any other enforcement, or litigation activities brought by the District, shall be retained and preserved by the permittee until all enforcement activities have concluded, and all periods of limitation with respect to any and all appeals have expired.
- 7. Record Contents: Records of sampling and analysis shall include:
 - a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
 - b. The name of person or persons who performed the sampling or measurements;
 - c. The date(s) analyses were performed;
 - d. The name of the analytical laboratory and person who performed the analyses;
 - e. The analytical methods used; and
 - f. Copies of the results (lab reports) of the analyses.
- 8. <u>Falsifying Information</u>: Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in the imposition of criminal sanctions and/or civil penalties.

D. Additional Reporting Requirements

- <u>Anticipated Noncompliance</u>: The permittee shall give advance notice to the District of any planned changes in the permitted facility or activity, which may result in noncompliance with permit requirements.
- 2. <u>Automatic Re-sampling</u>: If the results of the permitted wastewater analysis indicate a violation has occurred, the permittee must notify the District within 24 hours of becoming aware of the violation and repeat the sampling and analysis and submit, in writing, the results of this repeat analysis within 30 days after becoming aware of the original violation.
- 3. <u>Duty to provide Information</u>: The permittee shall furnish to the District, within three (3) working days any information which the District may request to determine whether cause exists for modifying, revoking and reissuing, or terminating, or determining compliance with this permit. The permittee shall also, upon request, furnish to District within three (3) working days copies of any records required to be kept by this permit.



 <u>Signatory Requirements</u>: All applications, reports, or information submitted to the District must contain the following certification statement, and be signed as required in Sections (a), (b), or (c) below:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations".

- a. By a responsible corporate officer, if the permittee submitting the report is a corporation. For the purpose of this paragraph, a responsible corporate officer means:
 - i. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any person who performs similar policy or decision making functions for the corporation, or
 - ii. The manager if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- **b.** By a general partner or proprietor if the permitted submitting the reports is a partnership or sole proprietorship respectively.
- c. By a duly authorized representative if;
 - i. The authorization is made in writing by the individual described in paragraph (a) or (b).
 - ii. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, or having overall responsibility for environmental matters for the discharger.
 - iii. The written authorization is submitted to the District.
- d. If an authorization under paragraph (a), (b), or (c) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the permitted, a new authorization satisfying the requirements of paragraph (c) of this section must be submitted to the District prior to or together with any reports to be signed by an authorized representative.
- 5. <u>Annual Publication</u>: In March of each year, the District shall publish in the newspaper with the largest daily circulation in the District, a list of all Industrial Users that have been in Significant Noncompliance with applicable Pretreatment Standards or requirements during the previous year. Accordingly, the permittee is apprised that noncompliance with this permit may lead to an enforcement action and may result in publication of its name in an appropriate newspaper in accordance with this section.
- <u>Civil and Criminal Liability</u>: Nothing in this permit shall be construed to relieve the permittee from civil and/or criminal penalties for noncompliance under State or Federal laws or regulations.



- 7. <u>Penalties for Violations of Permit Conditions</u>: The District's Sewer Use Ordinance provides that any person who violates a permit condition may be subject to a civil penalty of up to \$25,000.00 per day for each violation. Any person who willfully or negligently violates permit conditions is subject to criminal penalties of a fine up to \$250.00 per day per violation, or a fine of up to \$1,000.00 or imprisonment up to six months in jail or both for second convictions.
- 8. <u>Recovery of Costs Incurred</u>: In addition to civil and criminal liability, the permittee who violates any provision of this permit resulting in damage to or otherwise inhibiting District's wastewater disposal system, shall be liable to the District for any expense, loss, or damage caused by the violation or discharge. The District shall bill the permittee for the costs incurred by the District for any cleaning, repair, or replacement work caused by the non-compliance. The reimbursement shall also include any fines or penalties levied against the District resulting from the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of the District's **Sewer Use Ordinance**.

E. Enforcement

- <u>Notice of Violation</u>: Any permittee found to be in violation of any permit condition, discharge requirement, reporting requirement, or any provision of the District's Sewer Use Ordinance may be issued a written Notice of Violation. The Notice shall state the nature of the violation and the penalties for continued non-compliance. If required by the notice, the violator shall submit to the District, within a prescribed period specified in the notice, a plan of return to full compliance pursuant to District's Sewer Use Ordinance.
- 2. <u>Administrative Complaint</u>: The Manager may issue an Administrative Complaint to any user who violates any permit condition or requirement, a Notice of Violation or any section of District's Sewer Use Ordinance.
 - a. The Administrative Complaint shall allege the act or failure to act that constitutes the violation, the provisions of law authorizing the imposition of Civil Liability, and the Civil Penalty proposed.
 - **b.** The Administrative Complaint shall be served by personal delivery or certified mail and shall give notice to the recipient of a hearing to be conducted within sixty (60) days from the date of service.
- 3. <u>Administrative Hearing</u>: The Hearing shall be before a hearing officer designated by the Board of Directors of the District.
 - a. The defendant of an Administrative Complaint may waive the right to a hearing, in which case no hearing shall be held.
 - **b.** A defendant in an Administrative Hearing wishing to appeal a decision of the Hearing Officer may do so to the Board of Directors of the District within thirty (30) days of notice of the Hearing Officer's decision.
 - c. If after a hearing or appeal, if any, it is found in fact there has been a violation of reporting requirements, discharge requirements, the Hearing Officer or the Board or Directors may assess a Civil Penalty against the defendant.
 - d. In determining the amount of a Civil Penalty, the Hearing Officer or Board of Directors may consider all relevant circumstances including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any non-compliance, the nature and persistence of the violation, and the corrective actions, if any, attempted or taken by the discharger.



4. Civil Penalties:

- a. Fines not to exceed \$2,000.00 for each day of failure or refusal to furnish technical or self-monitoring reports, [Government Code, Section 54740.5(d)(1)];
- b. Fines not exceeding \$3,000.00 for each day for failure or refusal to timely comply with any compliance schedule established by the District, [Government Code, Section 54740.5(d)(2)];
- c. Fines not to exceed \$5,000.00 per violation for each day for discharges in violation of any discharge limitation, permit condition, or requirement issued, reissued or adopted by the District, [Government Code, Section 54740.5(d)(3)];
- d. Fines not exceeding \$10.00 per gallon for discharges in violation of any suspension, cease and desist order, other orders or prohibitions issued, reissued or adopted by the Manager of the District, [Government Code, Section 54740.5(d)(4)].
- e. Unless appealed, orders setting administrative Civil Penalties shall become effective and final upon issuance thereof, and payment shall be made within thirty (30) days. Copies of the orders shall be served by personal service or by registered mail upon the parties served with the Administrative Complaint and to other persons who appeared at the hearing and requested a copy.
- f. All monies collected under these penalties shall be deposited in a special account of the District and shall be made available for the monitoring, treatment and control of harmful discharges into the POTW or for other mitigation measures.
- **g.** The amount of any Civil Fines imposed as a result of the Administrative Hearing process, which remain delinquent for a period of sixty (60) days, effect and priority of a judgment lien and continue for ten (10) years from the time of recording unless sooner released, and shall be renewable in accordance with the provisions of Sections 683.110 to 683.220, inclusive, of the Code of Civil Procedure.
- 5. Judicial Review: The District's Sewer Use Ordinance.
- 6. Civil Liability for Violation: The District's Sewer Use Ordinance.
- 7. <u>Emergency Termination of Service</u>: The District's Sewer Use Ordinance.
- <u>Annual Public Notice of SNC</u>: In March of each year, the District shall publish in the newspaper with the largest daily circulation in the District's service area a list of all industrial users that have been in significant non-compliance with applicable pretreatment standards or requirements during the previous year.
- 9. Supplemental Enforcement Actions: The District's Sewer Use Ordinance.
- 10. <u>Remedies Non-exclusive</u>: The remedies provided for in this section are not exclusive. The District may take any, all, or any combination of these actions against the noncompliant user. Enforcement of industrial waste discharge limit violations, other permit conditions, sampling requirements or self-monitoring reporting, will generally be in accordance with the District's Enforcement Response Plan. However, the Manager may take other action against any user when the circumstances warrant. Further, the Manager is empowered to take more than one enforcement action against any noncompliant user.



11. Criminal Penalties:

- a. A user who willfully or negligently violates any provision of a discharge permit, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of at least One Thousand Dollars (\$1,000.00) per violation, per day or imprisonment for not more than six months, or both for each violation per day.
- b. Any user who knowingly makes any false statements, representations or certifications in any application, record, report, plan or other documentation filed or required to be maintained pursuant to a discharge permit, or falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under that permit shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of at least One Thousand Dollars (\$1,000.00) per violation, per day or imprisonment for not more than six months, or both for each violation per day.
- c. Payment of any penalty required in this section shall not relieve a user from responsibility for correcting the violation and reimbursing the District for all costs and expenses associated with all corrections including any fines and/or penalties incurred by the District as a result of the violation.

PART 6 - COMPLIANCE TIME SCHEDULES

- A. <u>Compliance Time Schedule Progress Reports</u>: When required, Compliance Time Schedule progress reports shall be submitted at a minimum frequency of every 30 days until compliance with discharge requirements or the District's Sewer Use Ordinance are obtained. These reports shall contain dates for pretreatment equipment design completion, building permit submittal date, construction starting date, construction updates, construction completion date, employee training completion date, date of achieving final compliance, and/or any other required information. Samples may be required to be collected to demonstrate compliance. The samples shall be collected in accordance with the requirements of this permit.
- B. <u>Compliance Schedule Reporting</u>: No later than on the respective compliance schedule dates, the permitted shall submit to the District a report including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reasons for delay, and the steps being taken to return the project to the schedule established. In no case shall any milestone in the compliance schedule exceed nine months.

C. <u>Reports of Progress</u>:

- 1. Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System shall submit to the District, no later than the 15th of each month if required, a written Report of Progress. The Report of Progress shall state the probability of Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System completing the work required for the upcoming compliance date.
- 2. If a Compliance Time Schedule milestone date cannot be met, Yucaipa Valley Regional Filtration Facility shall notify the District in Writing and Prior to the expiration of the Compliance Time Schedule date to request an extension. The extension request shall describe the reason(s) for Sorenson Engineering's Temporary Soil Vapor and Groundwater Treatment System's failure to comply and the additional amount of time required to complete the remaining work. Compliance Time Schedule date extensions



will be granted at the reasonable discretion of the District.





Date: February 25, 2020

From: Matthew Porras, Implementation Manager

Subject: Overview of a Memorandum of Understanding with State of California Department of Forestry and Fire Protection to Provide Site Maintenance

The District has many properties that routinely require site maintenance including vegetation removal, weed abatement, and general clean up. Currently, either District staff or an outside contractor will perform these duties as needed.

Another option to complete these tasks is the use of individuals assigned to conservation camps. The CAL FIRE Conservation Camp



Program is utilized in emergency situations across the State to aid in firefighting activities. When the crews are not responding to emergencies, they can provide fire defense through the removal of combustible vegetation, creating fire breaks, and assisting in site maintenance. Their efforts result in clean, well maintained areas that reduce maintenance costs and elimination of certain hazards. Yucaipa-Calimesa Joint Unified School District and the City of Yucaipa have both utilized this program in the past and provided very positive feedback and recommendations.

The Memorandum of Understanding with State of California Department of Forestry and Fire Protection (CAL FIRE / PILOT ROCK) to provide site maintenance is attached as well as additional information regarding the program. The program application and agreement are valid for a single calendar year and could be renewed annually as needed.

District staff will coordinate the maintenance projects with CAL FIRE to optimize the benefit to the District and community. The cost to the District will be \$224.58 per day as outlined in the attachment. The size of the crew will be based on the size and scope of the job, but the daily cost will remain fixed.

CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION



CAL FIRE CONSERVATION CAMP PROGRAM

The California Department of Forestry and Fire Protection (CAL FIRE) is currently authorized to operate 39 Conservation Camps statewide that house more than 4,000 inmates and wards. These camps are operated in conjunction with the California Department of Corrections and Rehabilitation (CDCR) and the Division of Juvenile Justice. Through these cooperative efforts CAL FIRE is authorized to operate 196 fire crews year-round. These crews, also referred to as hand crews, are available to respond to all types of emergencies including wildfires, floods, search and rescue. Fire crews perform more than 2.5 million hours of emergency response work each year.

The crews are completely mobile throughout the state and are strategically located in areas that are most likely to need their assistance. They are carefully screened by custodial agencies for their suitability for the program, including physical, emotional, and intellectual aptitudes, as well as a lack of arson in their records. Potential crew members are evaluated again during physical fitness training by the custodial agency and yet again during their basic training by CAL FIRE. Fire Crew Firefighter Basic Training consists of a week of classroom training and a week of field training and covers wildland fire safety and attack, hand tool use, teamwork, and crew expectations. Once assigned to a fire crew, a minimum of four hours-per-week of advanced training is provided to each fire crew firefighter, with some members progressing to more responsible positions on the crew. All CAL FIRE fire crews are tested each spring during rigorous Fire Crew Preparedness Exercises.

On fires, building "freeways" with chain saws and hand tools through whatever vegetation happens to be in the line of fire is normal crew routine. However, direct attack, where the crew's efforts are applied directly to the flaming front of a fire, is the tactic of choice when the distance between the wildfire, and life and property grows smaller. You will also see these crews set up ahead of a fire to protect structures.

CAL FIRE fire crews are available year-round; consequently, they have become California's storm troopers. All of California's major disasters over the last few years have seen the assistance of the fire crews in either a labor intensive effort to contain and mitigate the situation, such as the fires, floods, heavy snows, search and rescue operations, earthquakes and floods.

A typical conservation camp will be located within a few miles of a small population center. It will have a civil service staff of at least 24 employees, between CAL FIRE and the cooperating agency, and will field five fire crews. The budget for a typical camp, including both agencies' payroll and operating costs, is about \$2.35 million. Many of the goods and services required for operation of the conservation camp will be purchased from local vendors, and it is common for staff to be active, involved members of the local community.









www.fire.ca.gov April 2007

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING FC-31 MOU # 3MOU9J044

This Memorandum of Understanding (MOU) is made and entered into by and between the California Department of Forestry and Fire Protection (CAL FIRE / PILOT ROCK) and (Yucaipa Valley Water District)

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:
 - 1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.
 - 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
 - 3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.
 - 4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.
- C. Timing
 - 1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.
 - 2. Sponsor further recognizes that the resources of CAL FIRE are limited and the public service conservation work of CAL FIRE may be altered in priority form time to time.
 - 3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.
 - 4. The Parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.
- D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.

Page 1 of 2

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION **CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING** FC-31

- G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.
- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.
- I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.
- J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.
- K. Neither party may assign this MOU or any interest herein without the written consent of the other party.
- L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.
- M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.
- N. This MOU may be modified by mutual written agreement of the parties.
- O. This MOU shall remain in effect until **12/31/20** or unless terminated prior to that date by 60 days written notice from one party to the other.

BOTH PARTIES AGREE:

CAL FIRE	Yucaipa Valley Water District
Date:	Date:
Sign:	Sign:
Print Name: Tony Jones	Print Name:
Title: Division Chief	Title:
Address: PO Box 3670 Crestline, CA 92325	Address:

Page 2 of 2

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD FC-32 PAGE 1 OF 3 MOU #3MOU9J044		CALFIRE USE ONLY	PROJEC Yucai DATE 02-21-2 FC-79 C	CT NAME Da Valley V 2020 ODING	Vater Dist	rict
USE	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION		CDC CUSTODIA INSPECTIC	CR/DJJ-CH AL QUAR DN	IECKLIST TERLY RI	EVIEW
	ADDRESS P O BOX 3670	SECUR	ITY FORM F	PREPARED		
CALI	CITY, STATE CRESTLINE, CA 92325 PHONE FAX	SUPER LEVEL SECON		1 R	2	3
	(909) 338-2812 (909) 338-4603	THIRD	QUARTER			
	SPONSORING AGENCY	FOURT	H QUARTEI	R		
SPONSORING AGENCY	Yucaipa Valley Water District ADDRESS 12770 Second Street, PO Box 730 CITY, STATE Yucaipa, CA 92399 PHONE 909 797 5117 FAX E-MAIL ADDRESS: mporras@yvwd.us COMMENTS: Contact Person: Matthew Porras (909) 790 3300	CAL FIRE USE ONLY	CAI INITIAL PROJEC 3MOUS IIPP-2 JC On File (IIPP-3 C On File (IIPP-4 JC On File (IIPP-6 E On File (CEQANN N/A FC-31 A	L FIRE-CH INSPECTION 3J044 OB HAZARD @ PLT ODE OF SAI @ PLT ODE OF SAI @ PLT DB SAFETY @ PLT EPA COMPL TTACHED A	ANALYSIS FE PRACTIC SURVEY RAINING LETED ND SIGNED	ES

PROPERTY OWNER

PRIVATE PROPERTY?		
YES NO		
PROPERTY OWNER		
Yucaipa Valley Water District		
ADDRESS		
12770 Second Street, PO Box 730		
CITY/STATE/ZIP	PHONE	
Yucaipa, CA 92399	909 797 5117	
DESCRIPTION OF PROJECT		

This project request will include, but not limited to, vegetation removal, weed abatement, fuel reduction, fuel breaks and re-vegetation projects. General facilities and grounds maintenance may include, but not limited to, mowing lawns, fertilizing, seeding, hazard reduction of weeds, litter control, landscaping, garage/workshop clean up, light construction, carpentry and painting to maintain and enhance facilities and grounds.

All work will be done with no public present around work site locations.

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD FC-32

FC-32 PAGE 2 OF 3

PERIOD WORK CAN BE PERFORMED	ESTIMATED CREW DAYS	
Monday through Friday 0830 – 1630 hours	Varies	
REQUESTED START DATE	REQUESTED FINISH DATE	
02-21-2020	12-31-20	
PLANS ATTACHED		
I YES NO		
PROJECT NAME	SPONSOR'S PRIORITY	
	As needed	
PROJECT LOCATION	7.6 100000	
Various Yucaipa Valley Water District areas in San Bernardino County. Ead	h location/site will have a separate inspection by CDC.	
	GPS COORDINATES	
public safety, watershed, recreation, wildlife habitat, pro wildlife, people, economic benefits that include; reduced reduced damage, elimination of hazards, etc. attach add	perty, vegetation, soil, water, air surface configuration, I maintenance costs, reduced suppression costs, itional sheets as necessary).	
This agreement would allow _Yucaipa Valley Water District_ to scheduling during the agreement period.	contact Cal Fire / Pilot Rock Camp for project availability and	
Area for project work would be in various locations in San Bernard maintenance. Depending on the facility, the benefits include but are	lino County where there is a need for general facilities and grounds e not limited to:	
Fire defense: Reduce fuel load and create a fire break. Vegetation removal: Increased drainage for flood prone areas. Maintenance: Reduce and prevent any future cost by keeping facili	ties clean and maintained.	
Economic benefits include: Reduced maintenance costs, reduced suppression costs, reduced damage, and elimination of hazards.		
All new project sites must have a security check performed by C	DC supervisor prior to committing crews to that specific area/site.	
-SPECIAL INSTRUCTIONS- CAL FIRE employees and CDC inmates <u>WILL NOT</u> ignite any piles or material.		
PROJECT SLASH & PILE BURNING PROCEDURES YES NO Predicted Fire Weather Watches or T YES NO Hazard Reduction Pile Burning Chect YES NO Sponsor has a valid burn permit on s YES NO All slash & piles will be consumed o YES NO Sponsor will provide suppression co burning that continues beyond crew	Warnings :klist (8100) site. r extinguished prior to crew leaving project site. ontrol capabilities and supervision of all slash & pile v work day.	

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION CONSERVATION CAMP PROGRAM PROJECT REQUEST AND RECORD FC-32 PAGE 3 OF 3

	PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
NLY	MATERIALS AND SUPPLIES	All specialty tools and equipment will be provided by sponsor.	As needed
JSE C	SPECIAL TOOLS	Pilot Rock Crews will provide basic hand tools, Pulaski's, McCleod's, Shovel's, Rake's and 2 Chainsaws per crew.	As needed
FIRE (VEHICLE OPERATIONS	None.	N/A
CAL	TECHNICAL SUPERVISION AND LABOR	None	N/A
	OTHER (DESCRIBE)	Portable toilets will be provided by sponsor if no restrooms are available.	As needed

OPERATIONAL COST RECOVERY FROM SPONSOR

ц	i			
SE LIS	} i ≻	\$200.00 per day plus 2019 Admin Fee	12.29% = \$24.58	
	NO NO	FY2019 Administration Fee = 12.29%	\$200.00 + \$24.58 = \$224.58	
Ö	5			TOTAL - \$224.58 per day

۲	Approved For Final Plann Scheduling	ing and	Sponsors Signature	
E ON	CAL FIRE DIVISION CHIEF	DATE	NAME (PRINT)	
RE US	CDCR CAMP COMMANDER	DATE	SIGNATURE	DATE
CAL FIF	UNIT CHIEF	DATE	TITLE	

Pilot Rock Conservation Camp DEPARTMENT OF CORRECTIONS P.O. Box 10 Crestline Ca 92325

Yucaipa Valley Water District Agency

DIGEST OF LAW RELATED TO ASSOCIATION WITH PRISON INMATES

For information and guidance of persons visiting or working with or around prison inmates of the Department of Corrections, following is a digest of laws and rules to association with inmates.

- It is a felony for anyone to encourage and / or assist prison inmates to escape. Bringing firearms, deadly weapons or explosives, tear gas on prison grounds or, giving inmates firearms, weapons, explosives, liquor, cocaine or other narcotics or any kind of drugs, including marijuana is a felony. Inmates are not permitted to use a telephone, cellular telephone or Bluetooth device public or otherwise or drive a vehicle of any kind on a public road. Reference Source: Sections 2772, 2790, 4533, 4534, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4600, California Penal Code.
- 2. It is illegal to give or take letters from prison inmates without the authorization of the Warden. It is also illegal to give or receive any type of gifts and / or gratuities from prison inmates. Reference Source: Section 2540, 2541 and 4570. California Penal Code; Section 3010, 3399, 3401, 3425 and title 15, California Code of Regulations
- 3. Giving tips, gifts, money or rewards of any kind to inmates is not permitted. Gambling is also prohibited. Receiving gifts from or buying anything for inmate is not permitted. Hobby craft items can be bought from the institutional hobby store, but anything from an inmate personal is prohibited. Reference Source: Section 2541.California Penal Code; 3399. Title 15, California Code of Regulations.
- 4. Persons who are not departmental employees but are assigned to or engaged in work at any institution / facility or Conservation Camp must observe all rules, regulations and laws governing the conduct or employees. Failure to do so may lead to exclusion from CDCR institutions / facilities or Conservation Camps. Reference Source: Sections 2540, 2541, California Penal Code; Sections 3285, 3415, Title 15, California Code of Regulations.
- 5. Employees must not permit inmates or others to use hostages to escape from custody or otherwise interfere with orderly institution operations. Hostages will not be recognized for bargaining purposes. All inmates, visitors and staff will be informed of this regulation. CDCR has a NO HOSTAGE policy. References Source: Section 5054, 5058 Penal Code; Section 3304, Title 15, California Code or Regulations.
- 6. No person shall make verbal or written statements concerning a discharged inmate for the purpose of depriving him/her of employment or of procuring same, or for extortion. Reference Source: Section 2647, California Penal Code.

- 7. Employees must not engage in undue familiarity with inmates, parolees, or the family and friends of inmates and parolees. Whenever there is a reason for an employee to have personal contact or discussions with an inmate or parolee or with the family and friends of inmate parolees, the employee must maintain a helpful but professional attitude and demeanor. Employees must not discuss their personal affairs with any inmate or parolee. Reference Source: Section 3400, Title 15, California Code of Regulations.
- 8. Employees must not contact or correspond with inmates or parolees or with any member of the inmate's or parolee's family except as required by the employee's assigned duties or as specifically approved by the Warden, Superintendent, or Regional Administrator. If an employee is contacted by an inmate of parolee's family, other than under approved circumstances, the employee must immediately report the fact to CDCR staff who will report it to the Warden, Superintendent, or Regional Administrator. Reference Source: Section 3403, Title 15, California Code of Regulations.
- For security reasons, visitors and staff must not wear clothing that in any way resembles state issued prison inmate clothing: (i.e. blue denim shirts, blue denim pants). For Conservation Camps. (No Orange Denim Pants. No Orange Jacket's, T-Shirts or Shirts). Reference Source: Section 3171(b)(3), Title 15, California Code of Regulations.
- 10. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule that may result in appropriate legal action. Reference Source: Section 3261.5, 3315(3)(w) and 3177, Title 15, California Code of Regulations.
- 11. At any time, you believe or feel any inmate's requests(s) or action(s) is unusual or unwarranted, contact any on-duty staff for clarification. It is encouraged that you work closely with CDCR staff to help maintain a safe and secure environment for all.
- 12. Any and all crimes committed by prisoners must be reported to the inmates' immediate supervisor (CAL FIRE or CDCR staff) who will report it to the Warden or Superintendent of the institution.
- 13. No Individual shall strike or lay hands on an inmate unless it is in defense of himself, or unless it is necessary to prevent serious injury to a person. Reference Source: Section 3268, Title 15, California Code of Regulations.

PRINT/SIGNATURE	DATE
PRINT/SIGNATURE	DATE





From: Joseph Zoba, General Manager

Subject: Overview of Open Space and Land Management Concepts

The Yucaipa Valley Water District retains and manages several hundred acres of watershed properties throughout the District. These properties are retained in their natural state and provide natural groundwater recharge and wildlife benefits to the region.



The District staff has previously discussed our current activities and funding to achieve the following goals:

- Implement conservation practices to protect soil erosion, water quality and quantity, and • wildlife habitat;
- Conserve and restore wetlands, which purify water and provide habitat for birds, fish and other animals:
- Protect groundwater resources;
- Plant trees and other land cover to hold soil in place, provide cover for wildlife, and beautify neighborhoods; and
- Reach out and teach the value of natural resources and encourage conservation efforts.

These goals have been a large part of the District's efforts in the past and will continue to be our focus in the future. Therefore, it seems logical to fully accept these obligations and firmly make a commitment to the protection of watershed and open space land within our service area.

Director Comments



Yucaipa Valley Water District - February 25, 2020 - Page 94 of 102



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

Service Area Size:	40 square miles (sphere of influence is 68 square miles)
Elevation Change:	3,140 foot elevation change (from 2,044 to 5,184 feet)
Number of Employee	 s: 5 elected board members 72 full time employees
FY 2019-20 Operating	J Budget: Water Division - \$14,455,500 Sewer Division - \$12,217,712 Recycled Water Division - \$1,301,447
Number of Services:	13,794 drinking water connections serving 19,243 units 14,104 sewer connections serving 22,774 units 111 recycled water connections serving 460 units
Water System:	 223 miles of drinking water pipelines 2,033 fire hydrants 27 reservoirs - 34 million gallons of storage capacity 18 pressure zones 2.958 billion gallon annual drinking water demand Two water filtration facilities: 1 mgd at Oak Glen Surface Water Filtration Facility 12 mgd at Yucaipa Valley Regional Water Filtration Facility
Sewer System:	 8.0 million gallon treatment capacity - current flow at 3.5 mgd 213 miles of sewer mainlines 4,504 sewer manholes 5 sewer lift stations 1.27 billion gallons of recycled water produced per year
Recycled Water:	22 miles of recycled water pipelines 5 reservoirs - 12 million gallons of storage 0.681 billion gallon annual recycled water demand
Brine Disposal:	2.2 million gallon desalination facility at sewer treatment plant1.756 million gallons of Inland Empire Brine Line capacity0.595 million gallons of treatment capacity in Orange County

Sustainability Plan: A Strategic Plan for a Sustainable Future: The Integration and Preservation of Resources, adopted on August 20, 2008.



Typical Rates, Fees and Charges:

- Drinking Water Commodity Charge: 1,000 gallons to 15,000 gallons 16,000 gallons to 60,000 gallons 61,000 gallons to 100,000 gallons 101,000 gallons or more
- Recycled Water Commodity Charge: 1,000 gallons or more
- \$1.429 per each 1,000 gallons \$1.919 per each 1,000 gallons \$2.099 per each 1,000 gallons
- \$2.429 per each 1,000 gallons
- \$1.425 per each 1,000 gallons
- Water Meter Service Charge (Drinking Water or Recycled Water): 5/8" x 3/4" Water Meter 1" Water Meter 1-1/2" Water Meter
 \$14.00 per month \$23.38 per month \$46.62 per month
- Sewer Collection and Treatment Charge: Typical Residential Charge \$42.43 per month

State Water Contractors: San Bernardino Valley Municipal Water District San Gorgonio Pass Water Agency



	San Bernardino Valley Municipal Water District	San Gorgonio Pass Water Agency
Service Area Size	353 square miles	222 square miles
Table "A" Water Entitlement	102,600 acre feet	17,300 acre feet
Imported Water Rate	\$125.80 / acre foot	\$399 / acre foot
Tax Rates for FY 2019-20	\$0.1425 per \$100	\$0.1775 per \$100
Number of Board Members	Five (5)	Seven (7)
Operating Budget FY 2019-20	\$58,372,000	\$9,551,000

Imported Water Charges (Pass-through State Water Project Charge)

- San Bernardino Valley Municipal Water District Customers in San Bernardino County or City of Yucaipa pay a pass-through amount of \$0.270 per 1,000 gallons.
- San Gorgonio Pass Water Agency Customers in Riverside County or City of Calimesa pay a pass-through amount of \$0.660 per 1,000 gallons. A proposed rate change to \$0.857 per 1,000 gallons is pending future consideration by YVWD.





GLOSSARY OF COMMONLY USED TERMS

Every profession has specialized terms which generally evolve to facilitate communication between individuals. The routine use of these terms tends to exclude those who are unfamiliar with the particular specialized language of the group. Sometimes jargon can create communication cause difficulties where professionals in related fields use different terms for the same phenomena.

Below are commonly used water terms and abbreviations with commonly used definitions. If there is any discrepancy in definitions, the District's Regulations Governing Water Service is the final and binding definition.

Acre Foot of Water - The volume of water (325,850 gallons, or 43,560 cubic feet) that would cover an area of one acre to a depth of 1 foot.

Activated-Sludge Process - A secondary biological wastewater treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen and consume dissolved nutrients in the wastewater.

Annual Water Quality Report - The document is prepared annually and provides information on water quality, constituents in the water, compliance with drinking water standards and educational material on tap water. It is also referred to as a Consumer Confidence Report (CCR).

Aquifer - The natural underground area with layers of porous, water-bearing materials (sand, gravel) capable of yielding a supply of water; see Groundwater basin.

Backflow - The reversal of water's normal direction of flow. When water passes through a water meter into a home or business it should not reverse flow back into the water mainline.

Best Management Practices (BMPs) - Methods or techniques found to be the most effective and practical means in achieving an objective. Often used in the context of water conservation.

Biochemical Oxygen Demand (BOD) - The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

Biosolids - Biosolids are nutrient rich organic and highly treated solid materials produced by the wastewater treatment process. This high-quality product can be recycled as a soil amendment on farmland or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

Capital Improvement Program (CIP) - Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

Certificate of Participation (COP) – A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

Coliform Bacteria - A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

Collections System - In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

Conjunctive Use - The coordinated management of surface water and groundwater supplies to maximize the yield of the overall water resource. Active conjunctive use uses artificial recharge, where surface water is intentionally percolated or injected into aquifers for later use. Passive conjunctive use is to simply rely on surface water in wet years and use groundwater in dry years.

Consumer Confidence Report (CCR) - see Annual Water Quality Report.

Contaminants of Potential Concern (CPC) - Pharmaceuticals, hormones, and other organic wastewater contaminants.

Cross-Connection - The actual or potential connection between a potable water supply and a non-potable source, where it is possible for a contaminant to enter the drinking water supply.

Disinfection by-Products (DBPs) - The category of compounds formed when disinfectants in water systems react with natural organic matter present in the source water supplies. Different disinfectants produce different types or amounts of disinfection byproducts. Disinfection byproducts for which regulations have been established have been identified in drinking water, including trihalomethanes, haloacetic acids, bromate, and chlorite

Drought - a period of below average rainfall causing water supply shortages.

Fire Flow - The ability to have a sufficient quantity of water available to the distribution system to be delivered through fire hydrants or private fire sprinkler systems.

Gallons per Capita per Day (GPCD) - A measurement of the average number of gallons of water use by the number of people served each day in a water system. The calculation is made by dividing the total gallons of water used each day by the total number of people using the water system.

Groundwater Basin - An underground body of water or aquifer defined by physical boundaries.

Groundwater Recharge - The process of placing water in an aquifer. Can be a naturally occurring process or artificially enhanced.

Hard Water - Water having a high concentration of minerals, typically calcium and magnesium ions.

Hydrologic Cycle - The process of evaporation of water into the air and its return to earth in the form of precipitation (rain or snow). This process also includes transpiration from plants, percolation into the ground, groundwater movement, and runoff into rivers, streams, and the ocean; see Water cycle.

Levels of Service (LOS) - Goals to support environmental and public expectations for performance.

Mains, Distribution - A network of pipelines that delivers water (drinking water or recycled water) from transmission mains to residential and commercial properties, usually pipe diameters of 4" to 16".

Mains, Transmission - A system of pipelines that deliver water (drinking water or recycled water) from a source of supply the distribution mains, usually pipe diameters of greater than 16".

Meter - A device capable of measuring, in either gallons or cubic feet, a quantity of water delivered by the District to a service connection.

Overdraft - The pumping of water from a groundwater basin or aquifer in excess of the supply flowing into the basin. This pumping results in a depletion of the groundwater in the basin which has a net effect of lowering the levels of water in the aquifer.

Pipeline - Connected piping that carries water, oil, or other liquids. See Mains, Distribution and Mains, Transmission.

Point of Responsibility, Metered Service - The connection point at the outlet side of a water meter where a landowner's responsibility for all conditions, maintenance, repairs, use and replacement of water service facilities begins, and the District's responsibility ends.

Potable Water - Water that is used for human consumption and regulated by the California Department of Public Health.

Pressure Reducing Valve - A device used to reduce the pressure in a domestic water system when the water pressure exceeds desirable levels.

Pump Station - A drinking water or recycled water facility where pumps are used to push water up to a higher elevation or different location.

Reservoir - A water storage facility where water is stored to be used at a later time for peak demands or emergencies such as fire suppression. Drinking water and recycled water systems will typically use concrete or

steel reservoirs. The State Water Project system considers lakes, such as Shasta Lake and Folsom Lake to be water storage reservoirs.

Runoff - Water that travels downward over the earth's surface due to the force of gravity. It includes water running in streams as well as over land.

Santa Ana River Interceptor (SARI) Line - A regional brine line designed to convey 30 million gallons per day (MGD) of non-reclaimable wastewater from the upper Santa Ana River basin to Orange County Sanitation District for treatment, use and/or disposal.

Secondary treatment - Biological wastewater treatment, particularly the activated-sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

Service Connection - The water piping system connecting a customer's system with a District water main beginning at the outlet side of the point of responsibility, including all plumbing and equipment located on a parcel required for the District's provision of water service to that parcel.

Sludge - Untreated solid material created by the treatment of wastewater.

Smart Irrigation Controller - A device that automatically adjusts the time and frequency which water is applied to landscaping based on real-time weather such as rainfall, wind, temperature, and humidity.

South Coast Air Quality Management District (SCAQMD) - Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

Special district - A form of local government created by a local community to meet a specific need. Yucaipa Valley Water District is a County Water District formed pursuant to Section 30000 of the California Water Code

Supervisory Control and Data Acquisition (SCADA) - A computerized system which provides the ability to remotely monitor and control water system facilities such as reservoirs, pumps, and other elements of water delivery.

Surface Water - Water found in lakes, streams, rivers, oceans, or reservoirs behind dams. In addition to using groundwater, Yucaipa Valley Water District receives surface water from the Oak Glen area.

Sustainable Groundwater Management Act (SGMA) - Pursuant to legislation signed by Governor Jerry Brown in 2014, the Sustainable Groundwater Management Act requires water agencies to manage groundwater extractions to not cause undesirable results from over production.

Transpiration - The process by which water vapor is released into the atmosphere by living plants.

Trickling filter - A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in wastewater as it trickles over them.

Underground Service Alert (USA) - A free service (<u>https://www.digalert.org</u>) that notifies utilities such as water, telephone, cable and sewer companies of pending excavations within the area (dial 8-1-1 at least 2 working days before you dig).

Urban runoff - Water from city streets and domestic properties that carry pollutants into the storm drains, rivers, lakes, and oceans.

Valve - A device that regulates, directs, or controls the flow of water by opening, closing, or partially obstructing various passageways.

Wastewater - Any water that enters the sanitary sewer.

Water Banking - The practice of actively storing or exchanging in-lieu surface water supplies in available groundwater basin storage space for later extraction and use by the storing party or for sale or exchange to a third party. Water may be banked as an independent operation or as part of a conjunctive use program.

Water Cycle - The continuous movement water from the earth's surface to the atmosphere and back again.

Water Pressure - Water pressure is created by the weight and elevation of water and/or generated by pumps that deliver water to customers.

Water Service Line - A water service line is used to deliver water from the Yucaipa Valley Water District's mainline distribution system.

Water table - the upper surface of the zone of saturation of groundwater in an unconfined aquifer.

Water transfer - a transaction, in which a holder of a water right or entitlement voluntarily sells/exchanges to a willing buyer the right to use all or a portion of the water under that water right or entitlement.

Watershed - A watershed is the region or land area that contributes to the drainage or catchment area above a specific point on a stream or river.

Water-Wise House Call - a service which provides a custom evaluation of a customer's indoor and outdoor water use and landscape watering requirements.

Well - a hole drilled into the ground to tap an underground aquifer.

Wetlands - lands which are fully saturated or under water at least part of the year, like seasonal vernal pools or swamps.





COMMONLY USED ABBREVIATIONS

AQMD	Air Quality Management District
BOD	Biochemical Oxygen Demand
CARB	California Air Resources Board
CCTV	Closed Circuit Television
CWA	Clean Water Act
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
FOG	Fats, Oils, and Grease
GPD	Gallons per day
MGD	Million gallons per day
O & M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
POTW	Publicly Owned Treatment Works
PPM	Parts per million
RWQCB	Regional Water Quality Control Board
SARI	Santa Ana River Inceptor
SAWPA	Santa Ana Watershed Project Authority
SBVMWD	San Bernardino Valley Municipal Water District
SCADA	Supervisory Control and Data Acquisition system
SGMA	Sustainable Groundwater Management Act
SSMP	Sanitary Sewer Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids
TMDL	Total Maximum Daily Load
TSS	Total Suspended Solids
WDR	Waste Discharge Requirements
YVWD	Yucaipa Valley Water District